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November 12, 1999

RECORDATION NO. 21402-A FILED

NOV 12 '99 2-20PM

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals and ten certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Lease Amendment, a secondary document, dated April 30, 1999. The primary documents to which this is connected are recorded under Recordation Numbers 21402, 21427, 21485, 21531, 21600, and 21921. We request that this document be recorded under Recordation Numbers 21402-A, 21~~427-A~~, 21485-A, 21531-A, 21600-A, and 21921-A.

The names and addresses of the parties to the Lease Amendment are:

Lessor:

LaSalle National Leasing Corporation
502 Washington Avenue
Towson, MD 21204

Lessees:

Camus Prairie RailNet, Inc.
Illinois RailNet, Inc.
Mississippi & Tennessee RailNet, Inc.
Georgia & Florida RailNet, Inc.
Nebraska, Kansas and Colorado Railnet, Inc.
2350 Airport Freeway, Suite 230
Bedford, TX 76022

A description of the equipment covered by the Lease Amendment consists of seven B23-7 locomotives numbered CSP 1-7, inclusive, and one SW 1000 locomotive numbered CSP 143.

A fee of $156.00 is enclosed. Please return two originals and four certified copies to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Lease Amendment between LaSalle National Leasing Corporation, 502 Washington Avenue, Towson, MD 21204, and Camus Prairie RailNet, Inc., Illinois RailNet, Inc., Mississippi & Tennessee RailNet, Inc., Georgia & Florida RailNet, Inc., and Nebraska, Kansas and Colorado Railnet, Inc., 2350 Airport Freeway, Suite 230, Bedford, TX 76022, covering seven B23-7 locomotives numbered CSP 1-7, inclusive, and one SW 1000 locomotive numbered CSP 143.

Very Truly Yours,

Louis E. Gitomer

Enclosures

DUPLICATE

LaSalle National Leasing Corporation

LASALLE BANKS

21402-A

April 30, 1999

RECORDATION NO. 21402-A FILED

NOV 12 '99 2-20PM

Camas Prairie RailNet, Inc.
Georgia & Florida RailNet, Inc.
Illinois RailNet, Inc.
Mississippi & Tennessee RailNet, Inc.
Nebraska, Kansas & Colorado RailNet, Inc.
2350 Airport Freeway
Bedford, Texas 76022

Re: Equipment Lease Agreement
dated as of April 30, 1998

Gentlemen:

This will confirm the collateral understanding which has been reached between us with respect to the above-referenced Equipment Lease Agreement (the "Lease") between LaSalle National Leasing Corporation, as lessor, and Camas Prairie RailNet, Inc., as lessee. Capitalized terms used herein without definition shall have the meaning given them in the Lease.

In consideration of the sum of Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is hereby amended by the addition of a new Section 18(l) to provide as follows:

> In order to induce Lessor to agree (i) to amend Section 4, Section 10(b), Section 10(c), Section 15(a)(7) and Section 17(a) of the Lease and (ii) to terminate that certain Equipment Lease Guaranty, dated as of December 28, 1998, made by Nebraska, Kansas & Colorado RailNet,

Inc. in favor of Lessor (the "Guaranty"), and as consideration for each such amendment and for the termination of the Guaranty, Camas Prairie RailNet, Inc., Georgia & Florida RailNet, Inc., Illinois RailNet, Inc., Mississippi & Tennessee RailNet, Inc. and Nebraska, Kansas & Colorado RailNet, Inc. have agreed to execute and deliver Rider No. 5 as attached hereto, and each of the foregoing parties hereby acknowledges and agrees that the execution and delivery of Rider No. 5 shall be a condition precedent to the agreement of Lessor to amend the Lease and to terminate the Guaranty as provided in this Section 18(l).

2. Rider No. 5 attached hereto is incorporated in the Lease as fully as if originally attached thereto.

3. The Lease is hereby amended by the deletion of clause (a)(1) of Section 4 and the substitution of the following therefor:

> within one hundred twenty (120) days after the end of each fiscal year of North American RailNet, Inc. (the "Parent"), a balance sheet of the Parent as at the end of such year, and the related statement of income and statement of cash flows of the Parent for such fiscal year, prepared in accordance with GAAP, all in reasonable detail and certified by independent certified public accountants of recognized standing selected by the Parent, and consolidating schedules of each subsidiary of the Parent, prepared in accordance with GAAP.

4. The Lease is hereby amended by the deletion of Section 10(b).

5. Section 10(c) of the Lease is hereby amended by the deletion of the words "or the Collateral" and "and the Collateral".

DUPLICATE

6. The Lease is hereby amended by the deletion of Section 15(a)(7) and by the substitution of the following therefor:

> Lessee shall be in default under any (i) loan, lease, guaranty, installment sale or other financing agreement or contract of which Lessor or any of its affiliates is a party or beneficiary, or (ii) material obligation for borrowed money, for the deferred purchase price of property or any payment under any lease agreement, and the applicable grace period with respect thereto shall have expired;

7. The second sentence of Section 17(a) of the Lease is hereby amended by the addition of the following after the words "Notwithstanding the foregoing,":

> the Equipment described in any Equipment Schedule may be used, subject to the terms and provisions of the Lease, by any party who is a Lessee under the Lease, and

8. Upon the execution and delivery to Lessor of this letter as provided herein and of Rider No. 5 as attached hereto, the Guaranty shall terminate and shall thereafter have no legal force or effect.

9. Except as expressly set forth herein and in that certain letter agreement dated December 24, 1998 between Lessor and Camas Prairie RailNet, Inc., the terms and provisions of the Lease have not been amended or modified, and such terms and provisions are in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DUPLICATE

If the foregoing accurately set forth our understanding with respect to the subject matter hereof, please sign and return the enclosed copy of this letter, and it will constitute an amendment of the Lease pursuant to Section 18(a) thereof.

LASALLE NATIONAL LEASING CORPORATION

By: _____
Name: H. DUANE STEELBERG
Title: SENIOR VICE PRESIDENT

AGREED:

CAMAS PRAIRIE RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

GEORGIA & FLORIDA RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

ILLINOIS RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

DUPLICATE

MISSISSIPPI & TENNESSEE RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

NEBRASKA, KANSAS & COLORADO RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

DUPLICATE

LASALLE NATIONAL LEASING CORPORATION

RIDER NO. 5

To and part of Equipment Lease Agreement dated as of the 30th day of April, 1998 (the "Lease") between LASALLE NATIONAL LEASING CORPORATION, its successors and assigns ("Lessor"), and CAMAS PRAIRIE RAILNET, INC., its successors and permitted assigns ("Lessee").

JOINT AND SEVERAL OBLIGATIONS. Each reference to the term "Lessee" in the Lease, in any Equipment Schedule that incorporates the Lease, in any Rider to and part of the Lease and in any other document or instrument executed and delivered in connection with the Lease shall be deemed to refer to and to include each of Camas Prairie RailNet, Inc., Georgia & Florida RailNet, Inc., Illinois RailNet, Inc., Mississippi & Tennessee RailNet, Inc. and Nebraska, Kansas & Colorado RailNet, Inc. The obligations of each of the foregoing as Lessee are joint and several. Each representation and warranty made by Lessee shall be deemed to have been made by each such party; each covenant and undertaking on the part of Lessee shall be deemed individually applicable with respect to each such party; and each event constituting a Default under this Lease shall be determined with respect to each such party. A separate action or actions may be brought and prosecuted against any such party whether an action is brought against any other party or whether any other party is joined in any such action or actions. Each such party waives any right to require Lessor to: (a) proceed against any other party; (b) proceed against or exhaust any security held from any other party; or (c) pursue any other remedy in Lessor's power whatsoever. Notices hereunder required to be provided to Lessee shall be effective if provided to any such party. Any consent on the part of Lessee hereunder shall be effective when provided by any such party and Lessor shall be entitled to rely upon any notice or consent given by any such party as being notice or consent given by Lessee hereunder.

In the event any obligation of Lessee under this Lease is deemed to be an agreement by any individual Lessee to answer for the debt or default of another individual Lessee (including each other) or as a hypothecation of property as security therefor, each Lessee represents and warrants that: (x) no representation has been made to it as to the creditworthiness of any other obligor, and (y) it has established adequate means of obtaining from each other obligor on a continuing basis, financial or other information pertaining to each other obligor's financial condition. Each Lessee expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever, consents to the taking by Lessor of any additional security for the obligations secured hereby, or the alteration or release in any manner of any security now or hereafter held in connection with any obligations now or hereafter secured by this Lease, and consents that Lessor and any obligor may deal with each other in connection with said obligations or otherwise, or alter any contracts now or hereafter existing between them, in any manner whatsoever, including, without limitation, the renewal, extension, acceleration, changes in time for payment, and increases or decreases in any rent, rate of interest or other amounts owing, all without in any way altering the liability of each Lessee, or affecting any security for such obligations. Should any default be made in the payment of any such obligations or in the terms or conditions of any security held, Lessor is hereby expressly given the right, at its option, to proceed in the enforcement of this Lease independently of any other remedy or security it may at any time hold in connection with such obligations secured and it shall not be necessary for Lessor to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce its rights against any Lessee. Each Lessee further waives any right of subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid to Lessor by any Lessee.

LESSOR:

LASALLE NATIONAL LEASING CORPORATION

By: _____
Name: H. DUANE STEELBERG
Title: SENIOR VICE PRESIDENT

LESSEE:

CAMAS PRAIRIE RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

GEORGIA & FLORIDA RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

DUPLICATE

ILLINOIS RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

MISSISSIPPI & TENNESSEE RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

NEBRASKA, KANSAS & COLORADO RAILNET, INC.

By: _____
Name: RF McKenney
Title: CEO

STATE OF MARYLAND)
) ss.
COUNTY OF Baltimore)

On this 30th day of June, 1999 before me appeared H. Duane Steelberg, the person who signed this instrument, who acknowledged that he is the Senior Vice President of LASALLE NATIONAL LEASING CORPORATION and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Seal] REGINA M. MCMANUS
NOTARY PUBLIC
BALTIMORE COUNTY

Regina M McManus
Notary Public

My commission expires:

October 29, 2000

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 30th day of April, 1999 before me appeared Robert F. McKenney, the person who signed this instrument, who acknowledged that he is the Chairman and Chief Executive Officer of CAMAS PRAIRIE RAILNET, INC., GEORGIA & FLORIDA RAILNET, INC., ILLINOIS RAILNET, INC., MISSISSIPPI & TENNESSEE RAILNET, INC. AND NEBRASKA, KANSAS & COLORADO RAILNET, INC. and that, being duly authorized, he signed such instrument as a free act on behalf of said corporation.

Seal SUSAN A. MUNTZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/27

Susan A. Muntz
Notary Public

My commission expires:

12/27, 2000

SUSAN A. MUNTZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/27/2000

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Lease Amendment dated April 30, 1999, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
November 12, 1999

!CERTIF.DOC