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BRIAN L. TROIANO
ROBERT A. WIMBISH

DONALD E. CROSS (1923-1986)

BY HAND

RECORDATION NO. 21427-A FILED

MAY 12 '99 2-20PM

May 12, 1999

Taledia Stokes
Equipment Recordation Office
Surface Transportation Board
1925 K Street, N.W. - Room 704
Washington, D.C. 20423

Robert G. Rudnick

RE: Amended and Restated Security Agreement

North American RailNet, Inc.; Illinois RailNet, Inc.; Nebraska, Kansas & Colorado RailNet, Inc; Camas Prairie RailNet, Inc.; Mississippi & Tennessee RailNet, Inc.; and Georgia & Florida RailNet, Inc.	)	Debtors
and		
LaSalle National Bank and NationsBank, N.A.	)	Secured Parties

Dear Ms. Stokes:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11301 is the following document:

An executed original copy of an Amended and Restated Security Agreement, dated as of April 30, 1999 -- a secondary document as defined in the Board's Rules for Recordation of Documents under 49 CFR § 1177. The names and addresses of the parties to the subject instrument are as follows:

Debtors: North American RailNet, Inc.
Illinois RailNet, Inc.
Nebraska, Kansas & Colorado RailNet, Inc.
Camas Prairie RailNet, Inc.
Mississippi & Tennessee RailNet, Inc.
Georgia & Florida RailNet, Inc.

(all of the above at)
2350 Airport Freeway, Suite 300
Bedford, TX 76022

Secured Parties: LaSalle National Bank
135 South LaSalle Street
Chicago, IL 60603

NationsBank, N.A.
550 Main Ave., P.O. Box 17
Knoxville, TN 37901-0017

A description of the railroad equipment covered by this Amended and Restated Security Agreement is described therein, and includes the equipment specifically listed in Exhibit A-1 to the instrument. **The subject amendment should be filed under Recordation Number 21427 as STB Recordation No. 21427-A.**

A short summary of the enclosed document to appear in the Board's index is:

> Amended and Restated Security Agreement dated as of April 30, 1999, between North American RailNet, Inc.; Illinois RailNet, Inc.; Nebraska, Kansas & Colorado RailNet, Inc.; Camas Prairie RailNet, Inc.; Mississippi & Tennessee RailNet, Inc.; and Georgia & Florida RailNet, Inc. (Debtors) and LaSalle National Bank and NationsBank, N.A. (Secured Parties) covering equipment described in the Amended and Restated Security Agreement.

A recordation fee of $26.00 is enclosed. Please let me know if you need anything else.

Sincerely yours,

Robert A. Wimbish

Counsel for North American
RailNet, Inc.

Enclosures

cc: Robert F. McKenney (North American RailNet, Inc.)
Patrice H. Kloss-Brown, Esq.

RECORDATION NO. 21427-A FILED

MAY 12 '99 2-20PM

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (the "Security Agreement") is made and entered into as of April 30, 1999 by and between **NORTH AMERICAN RAILNET, INC., NEBRASKA, KANSAS & COLORADO RAILNET, INC., ILLINOIS RAILNET, INC., CAMAS PRAIRIE RAILNET, INC., MISSISSIPPI & TENNESSEE RAILNET, INC.** and **GEORGIA & FLORIDA RAILNET, INC.,** each a Delaware corporation, with their chief executive office at 2350 Airport Freeway, Suite 230, Bedford, Texas 76022 (each a "Debtor" and collectively, the "Debtors"), in favor of **LaSALLE NATIONAL BANK,** a national bank (the "Secured Party" or the "Agent"), and **NATIONSBANK, N.A.,** a national banking association (each a "Secured Party" and collectively with Agent, the "Secured Parties").

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated December 16, 1996 between Nebraska, Kansas & Colorado RailNet, Inc. ("Nebraska RailNet") and the Agent, as amended by a Consent, Limited Waiver and First Amendment to Credit Agreement dated January 15, 1998, Nebraska RailNet is indebted to the Agent under a revolving credit loan evidenced by a Revolving Credit Note dated December 16, 1996, in the maximum principal amount of Five Hundred Thousand Dollars ($500,000) and is also indebted to the Agent under a term loan evidenced by a Term Note dated December 16, 1996, in the original principal amount of Five Million Dollars ($5,000,000) (together, the "Nebraska RailNet Notes"). The Nebraska RailNet Notes and all other obligations of Nebraska RailNet to the Agent are secured by a security interest in all of the now owned and hereafter acquired real and personal, tangible and intangible property of Nebraska RailNet pursuant to that certain Security Agreement dated December 16, 1996 and by a pledge of all of Nebraska RailNet's issued and outstanding stock granted by North American RailNet, Inc. ("Pledgor") in favor of the Agent;

WHEREAS, pursuant to that certain Credit Agreement dated December 12, 1997 between Illinois RailNet, Inc. ("Illinois RailNet") and the Agent, as amended by a First Amendment to Credit Agreement dated January 22, 1999, Illinois RailNet is indebted to the Agent under a revolving credit loan evidenced by a Revolving Credit Note dated December 12, 1997, in the maximum principal amount of Two Hundred Fifty Thousand Dollars ($250,000) and is also indebted to the Agent under two term loans evidenced by a Term Note dated December 12, 1997, in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000) and a Term Note B dated January 22, 1999, in the original principal amount of Nine Hundred Thousand Dollars ($900,000) (together, the "Illinois RailNet Notes"). The Illinois RailNet Notes and all other obligations of Illinois RailNet to the Agent are secured by a security interest in all of the now owned and hereafter acquired real and personal, tangible and intangible property of Illinois RailNet pursuant to that certain Security Agreement dated December 12, 1997 and by a pledge of all of Illinois RailNet's issued and outstanding stock granted by the Pledgor in favor of the Agent;

WHEREAS, pursuant to that certain Credit Agreement dated April 17, 1998 between Camas Prairie RailNet, Inc. ("Camas Prairie RailNet") and the Agent, Camas Prairie RailNet is indebted to the Agent under a revolving credit loan evidenced by a Revolving Credit Note dated April 17, 1998, in the maximum principal amount of Seven Hundred Fifty Thousand Dollars ($750,000) and is also indebted to the Agent under a term loan evidenced by a Term Note dated April 17, 1998, in the original principal amount of Ten Million Dollars ($10,000,000) (together, the "Camas Prairie RailNet Notes"). The Camas Prairie RailNet Notes and all other obligations of Camas Prairie RailNet to the Agent are secured by a security interest in all of the now owned and hereafter acquired real and personal tangible and intangible

property of Camas Prairie RailNet pursuant to that certain Security Agreement dated April 17, 1998 and by a pledge of all of Camas Prairie RailNet's issued and outstanding stock granted by the Pledgor in favor of the Agent;

WHEREAS, pursuant to that certain Credit Agreement dated June 26, 1998 between Mississippi & Tennessee RailNet, Inc. ("Mississippi RailNet") and the Agent, Mississippi RailNet is indebted to the Agent under a revolving credit loan evidenced by a Revolving Credit Note dated June 26, 1998, in the maximum principal amount of Two Hundred Fifty Thousand Dollars ($250,000) and is also indebted to the Agent under a term loan evidenced by a Term Note dated June 26, 1998, in the original principal amount of Two Million Eight Hundred Thousand Dollars ($2,800,000) (together, the "Mississippi RailNet Notes"). The Mississippi RailNet Notes and all other obligations of Mississippi RailNet to the Agent are secured by a security interest in all of the now owned and hereafter acquired real and personal, tangible and intangible property of Mississippi & Tennessee RailNet pursuant to that certain Security Agreement dated June 26, 1998 and by a pledge of all of Mississippi & Tennessee RailNet's issued and outstanding stock granted by the Pledgor in favor of the Agent;

WHEREAS, Georgia & Florida RailNet, Inc., has requested that the Secured Parties provide financing for its purchase and lease of approximately 270 route miles of railroad line (plus sidings and industrial track) in Georgia and Florida known as the Atlantic & Gulf Railroad and the Georgia & Florida Railroad (the "Georgia & Florida Line") from the Gulf & Ohio Railways, Inc. In conjunction with the financing of the Georgia & Florida Line, the Debtors wish to consolidate all of their revolving loans with the Agent into one revolving loan and all of their term loans with the Agent into a single term note and the Secured Parties are willing to provide such financing according to the terms and conditions set forth in that Amended and Restated Credit Agreement dated of even date herewith ("Credit Agreement"); and

WHEREAS, The Debtors have agreed to execute this Security Agreement to secure their obligations under the foregoing Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the meaning set forth:

"Accounts" means the Debtors' right to the payment of money from any sale, lease or other disposition of goods or other property by any Debtor, any franchise now or hereafter at any time held by any Debtor, a rendering of services by any Debtor, a loan by any Debtor, the overpayment of taxes or other liabilities of any Debtor, or otherwise any contract or agreement, whether such right to payment is already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) that any Debtor may at any time have by law or agreement against any account debtor (as defined in the Illinois Uniform Commercial Code) or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, including, but not limited to, all present and future debt instruments, chattel papers, insurance proceeds and accounts of any Debtor.

"Chattel Paper" means any writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific Goods.

"Collateral" means all property in which a security interest is granted hereunder wherever located.

"Controlled Property" means property of every kind and description in which any Debtor has or may acquire any interest, now or hereafter at any time in the possession, custody or control of any Secured Party for any reason, and all dividends and distributions on or other rights in connection with such property.

"Credit Agreement" means that certain Amended and Restated Credit Agreement dated the date hereof, and any extensions, modifications, restatements, renewals or amendments thereof agreed to in writing by the Secured Party.

"Data Processing Records and Systems" means all of any Debtor's now existing or hereafter acquired electronic data processing and computer records, software, systems, manuals procedures, disks, tapes and all other storage media and memory.

"Default" means any event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default.

"Deposit Accounts" mean all deposit accounts now existing or hereafter arising, maintained for or in any Debtor's name and any and all funds at any time held therein.

"Document" means any bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods or any other document that is treated in the regular course of business or financing as adequately evidencing that the holder of such document is entitled to receive, hold and dispose of the document and the Goods it covers or any receipt issued for Goods that are stored under a statute requiring a bond against withdrawal or under a license for the issuance of receipts in the nature of warehouse receipts.

"Equipment" means any Goods used or bought for use primarily in any Debtor's business.

"Event of Default" has the meaning specified in Section 6 hereof.

"Fixtures" means any Goods which have become so affixed to particular real estate that an interest in them arises under real estate law.

"General Intangibles" means any personal property (including things in action) other than Goods, Accounts, Chattel Paper, Documents, Instruments and money.

"Goods" means any tangible personal property or Fixtures, including all vehicles and all things that are movable, but not including money, Documents, Instruments, Accounts, Chattel Paper, General Intangibles or minerals or the like before extraction.

"Instruments" means any negotiable instrument or certificated or non-certificated security or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Insurance Proceeds" means all proceeds of any and all insurance policies payable to any Debtor, or on behalf of any Debtor's property, whether or not such policies are issued to or owned by such Debtor.

"Inventory" means any Goods held for sale or lease or furnished or to be furnished under contracts of service, or raw materials, work in process or materials used or consumed in a business.

"Liens" means any and all mortgages, pledges, security interests, tax and other statutory liens, judgment liens, and other encumbrances of any nature whatsoever, whether consensual or non-consensual.

"Locomotives" means those railroad locomotives owned by any Debtor and described on Exhibit A hereto and any railroad locomotives acquired by any Debtor after the date hereof.

"Obligations" means all indebtedness, obligations and liabilities of any Debtor to the Secured Party, howsoever evidenced, now existing or hereafter arising or incurred, direct or indirect, absolute or contingent, joint or several, howsoever owned, held or acquired by the Secured Party, whether by discount, direct loan, hedging or swap transactions, overdraft, purchase or otherwise.

"Partnership Interests" means any Debtor's now existing or hereafter acquired partnership interest in any partnership, together with all now existing or hereafter arising rights of any Debtor to receive distributions of payments from such partnership, whether in cash or in kind, and whether such distributions or payments are on account of such Debtor's interest as a partner, creditor or otherwise.

"Permitted Liens" means the Liens permitted under Section 9.2 of the Credit Agreement.

"Proceeds" means whatever is received upon the sale, exchange, collection or other disposition of Collateral or Proceeds, including, but not limited to, Insurance Proceeds and return premiums.

"Products" means any goods now or hereafter manufactured, processed, assembled or commingled with any of the Collateral.

"Rolling Stock" means all boxcars, hoppers, tank cars, cabooses and any and all other railroad cars owned by any Debtor and described on Exhibit A hereto, and any such railroad cars hereafter acquired by any Debtor.

Other terms defined herein shall have the meaning ascribed to them herein. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Credit Agreement.

2. SECURITY INTERESTS

2.1 Collateral. As security for the payment of all Obligations, the Debtors hereby grant (or in the case of grants of Collateral previously made in favor of the Agent, renew and restate such grants) to the Secured Parties a security interest in all of each Debtor's now owned or hereafter acquired or arising:

a. Accounts;

b. Chattel Paper;

c. Controlled Property;

d. Data Processing Records and Systems;

e. Documents;

f. Equipment and Fixtures;

g. General Intangibles;

h. Goods;

i. Instruments;

j. Insurance Proceeds;

k. Inventory;

l. Partnership Interests;

m. Locomotives;

n. Rolling Stock;

o. Proceeds (whether cash or non-cash Proceeds, including non-cash Proceeds of all types including, but not limited to, Inventory, Equipment or Fixtures acquired with cash Proceeds); and

p. Products of all the foregoing.

3. COVENANTS OF THE DEBTORS

3.1 Disposition or Encumbrance of Collateral. The Debtors will not encumber, sell or otherwise transfer or dispose of any Collateral without the prior written consent of the Agent, provided, however, until a Default or Event of Default has occurred and is continuing, the Debtors may sell Inventory in the ordinary course of business and may sell Collateral which in the judgment of any Debtor has become obsolete or unusable in the ordinary course of business and as otherwise permitted under the Credit Agreement (it being acknowledged that the Secured Parties' security interests hereunder shall be released when such permitted sales or dispositions occur), provided that all Proceeds of such sales are delivered directly to the Agent or, in the ordinary course of business, to the extent permitted in the Credit Agreement, used to replace such Collateral or to purchase additional Goods which replacements or substitutions shall constitute Collateral hereunder.

3.2 Validity of Accounts. The Debtors warrant that all Accounts, Chattel Paper and Instruments will be bona fide existing obligations created by the sale and actual delivery of Goods or the rendition of services to customers in the ordinary course of business, which the Debtors then own free and clear of any Liens other than the security interest created by this Security Agreement and Permitted Liens and which are then unconditionally owing to any Debtor without defenses, offset or counterclaim, and that all shipping or delivery receipts, invoice copies and other documents furnished to the Agent in connection therewith will be genuine, and that the unpaid principal amount of any Chattel Paper or

Instrument and any security therefor is and will be as represented to the Agent on the date of the delivery thereof to the Agent. Upon the request of the Agent, any Debtor shall furnish to the Secured Party, from time to time, a list of such Debtor's Accounts, including without limitation, the name and address of each account debtor and the amount owed.

3.3 Maintenance of Rolling Stock, Equipment, Fixtures and Inventory; Location. The Debtors will maintain the Equipment, Fixtures and Inventory or cause the Rolling Stock, Equipment, Fixtures and Inventory to be maintained in good condition and repair, normal wear and tear excepted. At the time of attachment and perfection of the security interest granted pursuant hereto and thereafter, all Inventory, Equipment and Fixture Collateral will be located and will be maintained only in the States of Georgia, Florida, Illinois, Washington, Idaho, Mississippi, Tennessee, Nebraska, Kansas and Colorado. Such Collateral will not be removed from such locations unless, prior to any such removal, the applicable Debtor has given written notice to the Agent of the location or locations to which such Debtor desires to remove the Collateral, and such Debtor has delivered to the Agent acknowledgment copies of financing statements filed where appropriate to continue the perfection of Secured Parties' security interest as a first priority security interest therein. The Secured Parties' security interest attaches to all of the Collateral wherever located and any Debtor's failure to inform the Agent of the location of any item or items of Collateral shall not impair the Secured Parties' security interest therein.

3.4 Notation on Chattel Paper. For purposes of the security interest granted pursuant to this Security Agreement, the Secured Parties have been granted a direct security interest in all Chattel Paper and such Chattel Paper is not claimed merely as Proceeds of Inventory. Upon the Agent's request, any Debtor will deliver to the Agent the originals of all Chattel Paper. No Debtor will execute any copies of Chattel Paper other than those which are clearly marked as a copy. The Agent may stamp any such Chattel Paper with a legend reflecting the Secured Parties' security interest therein.

3.5 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling and shipping of the Collateral, all costs of keeping the Collateral free of any Liens prohibited by this Security Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Collateral or in respect of the sale thereof, shall be borne and paid by the Debtors and if any Debtor fails to promptly pay any thereof when due, the Agent may, at its option, but shall not be required to, pay the same whereupon the same shall constitute Obligations and shall bear interest at the highest annual rate specified in the Obligations (the "Default Rate") and shall be secured by the security interest granted hereunder.

3.6 Notation on Instruments; Vehicle Titles. The Agent shall have authority, at any time, to place, or require any Debtor to place, upon such Debtor's books and records relating to Accounts, Chattel Paper, Instruments and other rights to payment covered by the security interest granted hereby a notation or legend stating that such Accounts, Chattel Paper, Instruments and other rights to payment are subject to a security interest of the Secured Parties. The Debtors will deliver to the Agent all vehicle titles evidencing ownership of each Debtor's vehicles, and Debtors will execute all forms or instruments necessary to memorialize the security interest of the Secured Parties in each Debtor's vehicles.

3.7 Notice of Default. Immediately upon any officer of the Debtors becoming aware of the existence of any Default or Event of Default, such Debtor will give notice to the Agent that such Default or Event of Default exists, stating the nature thereof, the period of existence thereof, and what action the Debtors propose to take with respect thereto.

3.8 Additional Documentation. The Debtors will execute, from time to time, such financing statements, assignments, and other documents covering the Collateral, including Proceeds, as the Agent may reasonably request in order to create, evidence, perfect, maintain or continue the Secured Parties security interest in the Collateral (including additional Collateral acquired by any Debtor after the date hereof), and Debtors will pay the cost of filing the same in all public offices in which the Agent may deem filing to be appropriate. During the continuance of an Event of Default, upon request, each Debtor will deliver to the Agent all of such Debtor's Documents, Instruments and Chattel paper.

3.9 Chief Executive Office. The location of the chief executive office of the Debtors is set forth in the preamble hereto and will not be changed without thirty (30) days' prior written notice to the Agent. The Debtors warrant that their books and records concerning their Accounts and Chattel Paper are located at their chief executive office.

3.10 Name of the Debtors. Each Debtor's true name is as set forth in the preamble hereto. No Debtor has used any other name within the past five (5) years. No Debtor has executed any financing statements or security agreements presently effective as to the Collateral. No Debtor shall change its name or use any trade or assumed name without giving the Agent fifteen (15) days prior written notice.

3.11 Power of Attorney. The Debtors appoint the Agent, or any other person whom the Agent may from time to time designate, as the Debtors' attorney, and during the continuance of an Event of Default, with power to endorse any Debtor's name on any checks, notes, acceptances, drafts, or other forms of payment or security that may come into the Agent's possession, to sign any Debtor's name on any invoice or bill of lading relating to any Collateral, on drafts against customers, on schedules and confirmatory assignments of Accounts, Chattel Paper, Documents, Instruments or other Collateral, on notices of assignment, financing statements under the Uniform Commercial Code (the "Code") and other public records, on verifications of Accounts and on notices to customers, to notify the post office authorities to change the address for delivery of any Debtor's mail to an address designated by the Agent, to receive and open all mail addressed to any Debtor, to send requests for verification of Accounts, Chattel Paper, Instruments or other Collateral to customers, make any compromise or settlement, and take any action it deems advisable with respect to the Collateral, and to do all things necessary to carry out this Security Agreement. The Debtors ratify and approve all acts of the attorney taken within the scope of the authority granted. Neither the Secured Parties nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law except for gross negligence or willful misconduct by the Agent or the attorney. This power, being coupled with an interest, is irrevocable so long as any Obligation remains unpaid. Except as provided herein and in any other Loan Document the Debtors waive presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which the Debtors may otherwise be entitled.

4. COLLECTIONS

Collection of Accounts. Except as otherwise provided in this Section 4, the Debtors shall continue to collect at their own expense, all amounts due or to become due to each Debtor, under the Accounts. In connection with such collections, any Debtor may take (and during the continuance of an Event of Default at the Agent's direction, shall take) such action as such Debtor or the Agent may deem necessary or advisable to enforce collection of the Accounts; provided, however, during the continuance of an Event of Default that the Agent shall have the right, at any time to notify the account debtors under any Accounts of the assignment of such Accounts to the Secured Parties and to direct such account debtors to make payment of all amounts due or to become due to such Debtor thereunder directly to the Agent. Upon such notification and at the expense of the Debtors, the Agent shall have the right to

enforce collection of such Accounts and to adjust, settle, or compromise the amount or payment thereof in the same manner and to the same extent as such Debtor might have done in exercise of commercially reasonable business judgment. The Agent shall apply all collections hereunder in accordance with Section 7.7.

5. ASSIGNMENT OF INSURANCE

Debtors hereby collaterally assign to the Agent, on behalf of the Secured Parties, as additional security for payment of the Obligations, any and all monies due or to become due under, and any and all other rights of any Debtor with respect to, any and all policies of insurance covering the Collateral and the Debtors hereby direct the issuer of any such policy to pay any such monies directly to the Agent; provided that in the event the Debtors are entitled to receive insurance proceeds of $100,000 or less for any insured loss, such proceeds may be paid directly to the Debtors to be utilized by the Debtors for the purchase of replacement property. After the occurrence and during the continuation of a Default or Event of Default, the Agent may (but need not) in its own name or in any Debtor's name execute and deliver proofs of claim, receive such monies, endorse checks and the instrument representing such monies, and settle or litigate any claim against the issuer of any such policy.

6. EVENTS OF DEFAULT

Events of Default. The term "Event of Default" shall have the meaning set forth in the Credit Agreement.

7. RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence and during the continuance of an Event of Default, and at any time thereafter until such Event of Default is cured or waived in writing to the satisfaction of the Agent, and in addition to the rights granted to the Secured Parties under Sections 4 and 5 hereof or under any other document, agreement or other instrument evidencing, securing or otherwise relating to any of the Obligations, the Agent, on behalf of the Secured Parties, may exercise any one or more of the following rights and remedies:

7.1 Acceleration of Obligations. Declare any and all Obligations to be immediately due and payable, and the same shall thereupon become immediately due and payable without further notice or demand.

7.2 Right of Offset. Offset any deposits, including unmatured time deposits, then maintained by any Debtor with a Secured Party, whether or not then due, against any indebtedness then owed by any Debtor to the Secured Parties, whether or not then due.

7.3 Deal with Collateral. In the name of any Debtor or otherwise, demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral.

7.4 Realize on Collateral. Take any action which the Agent may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to foreclose any security interest, to perform any contract, to endorse in the name of any Debtor any checks, drafts, notes, or other instruments or documents received in payment of or on account of the Collateral.

7.5 Access to Property. Enter upon and into and take possession of all or such part or parts of the properties of any Debtor, including lands, plants, buildings, machinery, equipment, Data Processing Records and Systems and other property as may be necessary or appropriate in the judgment of the Agent, to permit or enable the Agent to store, lease, sell or otherwise dispose of or collect all or any part of the Collateral, and use and operate said properties for such purposes and for such length of time as the Agent may deem necessary or appropriate for said purposes without the payment of any compensation to any Debtor therefor. Each Debtor shall provide the Agent with all information and assistance requested by the Agent to facilitate the storage, leasing, assembly, sale or other disposition or collection of the Collateral after an Event of Default, and make such Collateral available to the Agent on the Agent's demand.

7.6 Other Rights. Exercise any and all other rights and remedies available to it by law, in equity or by agreement, including rights and remedies under the Illinois Uniform Commercial Code or any other applicable law, or under the Credit Agreement and, in connection therewith, the Agent may require any Debtor to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent, and any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to such Debtor at its address as shown on the Agent's records at least ten (10) days before the date of such disposition. The Agent may sell or otherwise dispose of any or all of the Collateral in a single unit or in multiple units and the Agent may be the purchaser at such sale or other disposition. The Debtors shall remain liable for any deficiency remaining after any such sale or other disposition of the Collateral.

7.7 Application of Proceeds. All proceeds of Collateral shall be applied in accordance with Section 9-504 of the Illinois Uniform Commercial Code and such proceeds applied toward the Obligations shall be applied in such order as the Secured Parties may elect.

8. MISCELLANEOUS

8.1 No Liability on Collateral. It is understood that Secured Parties do not in any way assume any of the Debtors' obligations under any of the Collateral and do not intend to create any third party beneficiary rights by taking or omitting any action herein. The Debtors hereby agree to indemnify the Secured Parties against all liability arising in connection with or on account of any of the Collateral, except for any such liabilities arising on account of the Secured Parties' gross negligence or willful misconduct.

8.2 No Waiver. The Secured Parties shall not be deemed to have waived any of their rights hereunder or under any other agreement, instrument or paper signed by any Debtor unless such waiver be in writing and signed by the Majority Lenders. No delay or omission on the part of Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

8.3 Remedies Cumulative. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at their option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

8.4 Governing Law/Jurisdiction; Waiver of Jury Trial. This Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Illinois. The Debtors hereby consent to the personal jurisdiction of the state and federal

courts of the State of Illinois in connection with any controversy related to this Security Agreement, waive any argument that venue in such forums is not convenient and agree that any litigation initiated by any Debtor against the Secured Parties shall be venued in the State or Federal District Courts of Illinois. THE DEBTORS HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT.

8.5 Expenses. The Debtors agree to pay all reasonable costs, fees and expenses incurred by the Secured Parties in the exercise of any right or remedy available to them under this Security Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses of counsel for the Secured Parties incurred in connection with any appeal of a lower court's order or judgment, and any appraisal or survey fees, completion costs, storage and transportation charges.

8.6 Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Debtors and the Secured Parties.

8.7 Recitals. The above Recitals are true and correct as of the date hereof and constitute a part of this Security Agreement.

8.8 Copy of Security Agreement as Financing Statement. The Secured Parties may file a reproduced copy or photostatic copy or other reproduction of this Security Agreement as a Financing Statement.

8.9 Multiple Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

8.10 Joint and Several Liability. This Security Agreement is executed by more than one Debtor and each Debtor agrees to be jointly and severally liable hereon, and the release by the Secured Parties of one or more such Debtors shall not release or diminish the liability of the remaining Debtors hereof.

8.11 Prior Agreement Superseded. This Security Agreement amends, restates, and supersedes in its entirety those certain security agreements listed on Schedule A hereto between certain Debtors and the Agent and all obligations, liabilities and indebtedness of each Debtor secured thereunder shall be deemed to be secured hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the Debtors have caused the execution of this Security Agreement by their duly authorized representatives as of the date and year first above written.

NORTH AMERICAN RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

NEBRASKA, KANSAS & COLORADO RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

ILLINOIS RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

CAMAS PRAIRIE RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

MISSISSIPPI & TENNESSEE RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

GEORGIA & FLORIDA RAILNET, INC., a Delaware corporation

By: _____
Robert F. McKenney
Its: Chairman and Chief Executive Officer

Acknowledgment

I, Robert F. McKenney, certify that I am the Chairman and Chief Executive Officer of North American RailNet, Inc., Nebraska, Kansas & Colorado RailNet, Inc., Illinois RailNet, Inc., Camas Prairie RailNet, Inc., Mississippi & Tennessee RailNet, Inc. and Georgia & Florida RailNet, Inc., all Delaware corporations, that the foregoing instrument was signed by me on behalf of such corporations under authority of their articles of incorporation, bylaws and resolutions and that I acknowledge that the execution of the foregoing instrument was the free act and deed of said corporations. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on April 30, 1999.

_____
Robert F. McKenney

NO CORPORATE SEAL

Subscribed and sworn to this 30th day of April, 1999.

Patricia A. Pisano
Notary Public

My commission expires: _____

PATRICIA A. PISANO
Notary Public, State of New York
No. 01PI6017323
Qualified in New York County
Commission Expires December 14 2

EXHIBIT A TO SECURITY AGREEMENT

DESCRIPTION OF LOCOMOTIVES

NONE

DESCRIPTION OF ROLLING STOCK

SEE EXHIBIT A-1 ATTACHED HERETO.

EXHIBIT A - 1

1. 65 Woodchip (open top) Hoppers. The following rail cars are conveyed by Seller under the terms of the Equipment Agreement:

AGLF	162	AGLF	132512
AGLF	166	AGLF	132514
AGLF	167	AGLF	132515
AGLF	171	AGLF	132516
AGLF	178	AGLF	132517
AGLF	187	AGLF	132518
AGLF	188	AGLF	132519
AGLF	199	AGLF	132521
AGLF	236	AGLF	132522
AGLF	239	AGLF	132523
AGLF	241	AGLF	132524
AGLF	131952	AGLF	132525
AGLF	131953	AGLF	132526
AGLF	131955	AGLF	132527
AGLF	131956	AGLF	132528
AGLF	131959	AGLF	132529
AGLF	131960	AGLF	132531
AGLF	131972	AGLF	132532
AGLF	131976	AGLF	132533
AGLF	131977	AGLF	132534
AGLF	131983	AGLF	132535
AGLF	131992	AGLF	132536
AGLF	131996	AGLF	132537
AGLF	132500	AGLF	132538
AGLF	132501	AGLF	132539
AGLF	132502	AGLF	132540
AGLF	132503	AGLF	132541
AGLF	132505	AGLF	132542
AGLF	132506	AGLF	132543
AGLF	132507	AGLF	199830
AGLF	132508	AGLF	199831
AGLF	132509	AGLF	199832
AGLF	132511		

SCHEDULE A

(1) Security Agreement dated December 16, 1996 by Nebraska, Kansas & Colorado RailNet, Inc. in favor of LaSalle National Bank

(2) Security Agreement dated December 12, 1997 by Illinois RailNet, Inc. in favor of LaSalle National Bank

(3) Security Agreement dated April 17, 1998 by Camas Prairie RailNet, Inc. in favor of LaSalle National Bank

(4) Security Agreement dated June 26, 1998 by Mississippi & Tennessee RailNet, Inc. in favor of LaSalle National Bank

AFFIDAVIT

City of Washington)
) ss.
District of Columbia)

Robert A. Wimbish, being duly sworn according to the law, deposes and states as follows:

1. I am submitting for recordation with the Surface Transportation Board the attached copy of an Amended and Restated Security Agreement between LaSalle National Bank and NationsBank, N.A. ("Secured Parties") and North American RailNet, Inc.; Illinois RailNet, Inc.; Nebraska, Kansas & Colorado RailNet, Inc.; Camas Prairie RailNet, Inc.; Mississippi & Tennessee RailNet, Inc.; and Georgia & Florida RailNet, Inc. ("Debtors") executed 30 April 1999.

2. I have compared the attached copy with the original document, and I have found the attached copy to be complete and identical in all respects to the original document.

Robert A. Wimbish
(Signature)

Robert A. Wimbish
(Printed or Typed)

Subscribed and sworn to before me, a Notary Public, in and for the City of Washington, District of Columbia, this 12th day of May, 1999.

Mary P. Robinson
(Notary Public)

My Commission expires:

03/31/2001