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SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

May 6, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Release of Amended and Restated Security Agreement, dated as of April 29, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed under Recordation Number 21171-C.

The name and address of the party to the enclosed document are:

Secured Party: LaSalle Bank National Association
f/k/a LaSalle Bank
135 S. LaSalle Street
Chicago, IL 60603

[Debtors: Illinois RailNet Inc.
North American RailNet
Nebraska, Kansas and Colorado RailNet, Inc.
Georgia & Florida RailNet
Camas Prairie RailNet, Inc.
Mississippi & Tennessee RailNet
2350 Airport Freeway Suite 230
Bedford, TX 76022]

Mr. Vernon A. Williams
May 6, 2005
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A description of the railroad equipment covered by the enclosed document
is:

65 railcars within the series AGLF 162 – AGLF 199832

A short summary of the document to appear in the index follows:

Memorandum of Release of Amended and Restated Security Agreement

Also enclosed is a check in the amount of \$32.00 payable to the order
of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

MAY 9 '05 3:35 PM

MEMORANDUM OF RELEASE OF AMENDED AND RESTATED SECURITY AGREEMENT SURFACE TRANSPORTATION BOARD

THIS RELEASE OF AMENDED AND RESTATED SECURITY AGREEMENT ("Release") is dated as of April 29, 2005, by LaSalle Bank National Association, a national bank formerly known as LaSalle National Bank (the "Agent") for itself and as agent for Bank of America, successor by merger to NationsBank, N.A., a national banking association (collectively with the Agent, the "Secured Parties") as defined in the Amended and Restated Security Agreement described below, for the benefit 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., each a Delaware corporation (collectively, the "Debtors").

WHEREAS, the Debtors have heretofore executed and delivered to the Agent an Amended and Restated Security Agreement dated as of April 30, 1999; and

WHEREAS, pursuant to the Amended and Restated Security Agreement, Debtors granted to the Secured Parties a lien on and security interest in, among other things, all of Debtor's Accounts, Chattel Paper, Controlled Property, Data Processing Records and Systems, Documents, Equipment and Fixtures, General Intangibles, Goods, Instruments, Insurance Proceeds, Inventory, Partnership Interests, Locomotives, Rolling Stock, Proceeds and Products of all the foregoing, including 65 Woodchip (open top) Hoppers (within the series AGLF 162 through AGLF 199832) then owned or thereafter acquired by Debtor (collectively, the "Collateral"); and

WHEREAS, to perfect and evidence the grant of the security interest to the Secured Parties in all the Collateral, an Amended and Restated Security Agreement was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on May 12, 1999, under Recordation Number 21171-C; and

WHEREAS, the debt secured by the Amended and Restated Security Agreement has been paid in full, and Debtors have requested that the Agent release the lien of the Amended and Restated Security Agreement.

NOW, THEREFORE, the Agent does hereby (a) confirm that (1) all debt under the Amended and Restated Security Agreement has been paid in full, (2) all obligations of Debtors under the Amended and Restated Security Agreement have been extinguished, and (3) the Secured Parties no longer claim any lien or security interest in any of the Collateral, and (4) the Amended and Restated Security Agreement has been terminated, and (b) TERMINATE, RELEASE AND DISCHARGE all of the right, title, lien, interest, claim or demand whatsoever which the Secured Parties have or may have acquired in and to the Collateral under, through or by virtue of the Amended and Restated Security Agreement.

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		