

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 21427-B FILED

DEC 28 '01 4-39 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

December 28, 2001

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 Partial Termination of Security Agreement dated as of December 28, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement as amended and restated which was previously filed with the Board under Recordation Number 21427-A.

The names and addresses of the parties to the enclosed document are:

Secured Party: LaSalle Bank, National Association
135 South LaSalle Street
Chicago, Illinois 60603

[Borrower: Camas Prairie Railnet, Inc.
2350 Airport Freeway Suite 230
Bedford Texas 76022]

A description of the railroad equipment covered by the enclosed document is:

Forty-two (42) flatcars cars within the series CSP 52086 - CSP 54847 and the series CSP 819624 - CSP 828187, each not inclusive.

Mr. Vernon A. Williams
December 28, 2001
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A short summary of the document to appear in the index is:

Partial Termination of Security Agreement.

Also enclosed is a check in the amount of \$28.00 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,

A handwritten signature in cursive script, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

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**PARTIAL TERMINATION OF
SECURITY AGREEMENT**

SURFACE TRANSPORTATION BOARD

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT ("Partial Termination") is dated as of December 28, 2001, by **LASALLE BANK NATIONAL ASSOCIATION**, a national association formerly known as LaSalle National Bank ("**LaSalle**") as the Agent as defined in the Security Agreement described below, for the benefit of **CAMAS PRAIRIE RAILNET, INC.**, a Delaware corporation ("**RailNet**").

1. Recitals. RailNet owns the rail equipment bearing the Association of American Railroad reporting mark and numbers as described in Exhibit A attached hereto (the "**Units**"). RailNet has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "**Collateral**"), to LaSalle upon the terms and conditions provided in that certain Security Agreement dated as of April 17, 1998, between RailNet and LaSalle (the "**Security Agreement**") as filed with the Surface Transportation Board of the Department of Transportation ("**STB**") on May 26, 1998 at 1:16 P.M. under Recordation No. 21427, as amended and restated by the Amended and Restated Security Agreement dated April 30, 1999, among LaSalle, NationsBank, N.A., RailNet and certain other Debtors as filed with the STB on May 12, 1999 at 2:20 P.M. under Recordation No. 21427-A. The Security Agreement was executed in connection with that certain Credit Agreement dated as of April 17, 1998, between LaSalle and RailNet, as amended and restated by the Amended and Restated Credit Agreement dated as of April 29, 1999 (as amended, the "Credit Agreement").

RailNet intends to sell the Units to a third party, and desires that such sale shall be free and clear of any lien or security interest of LaSalle. RailNet requests LaSalle's consent (as Agent under the Credit Agreement) to such sale of the Units and requests LaSalle to terminate its lien and security interest in the Units.

2. Consent & Partial Termination. LaSalle hereby consents to the sale of the Units by RailNet. LaSalle hereby forever terminates any and all liens and security interests in the Units granted to it under the Security Agreement. Such liens and security interests in the Units shall be forever terminated upon the filing of this Partial Termination with the STB, at which time all of LaSalle's right, title and interest in and to the Units shall be null and void.

This Partial Termination shall have no effect on LaSalle's lien and security interest in any other Collateral other than the Units and said lien and security interest in such other Collateral is hereby reaffirmed.

EXHIBIT A

to the
Partial Termination of Security Agreement
dated as of December __, 2001

Description of the Units: Forty-two (42), 100 ton, FL type log flatcars.

Unit Mark & Numbers:

1. CSP 52086
2. CSP 54803
3. CSP 54810
4. CSP 54815
5. CSP 54817
6. CSP 54818
7. CSP 54828
8. CSP 54843
9. CSP 54845
10. CSP 54846
11. CSP 54847
12. CSP 819624
13. CSP 819712
14. CSP 819729
15. CSP 819800
16. CSP 819809
17. CSP 819824
18. CSP 819872
19. CSP 819953
20. CSP 819959
21. CSP 818115
22. CSP 828160
23. CSP 828162
24. CSP 828163
25. CSP 828165
26. CSP 828168
27. CSP 828169
28. CSP 828170
29. CSP 828171
30. CSP 828174
31. CSP 828176
32. CSP 828177
33. CSP 828178
34. CSP 828179
35. CSP 828180
36. CSP 828181
37. CSP 828182
38. CSP 828183
39. CSP 828184
40. CSP 828185
41. CSP 828186
42. CSP 828187