

Georgia Northeastern Railroad Company, Inc.

Administrative Office:
Suite 315
1819 Peachtree Road, N.E.
Atlanta, Georgia 30309
Telephone: (404) 605-7099
Fax: (404) 352-6798

Office:
109 Marr Avenue
Marietta, Georgia 30060
Telephone: (404) 428-4784
Fax: (404) 428-0592

Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, DC 20423

Attn: Mr. Vernon A. Williams
Room 2303

Re: Amended Lease Agreement by and between Georgia Northeastern Railroad Company, Inc. and R.S. Equipment Leasing Associates, Ltd., 1987-A.

Dear Mr. Williams:

Enclosed herewith are two (3) originally executed copies of an Amended Lease Agreement (Recordation #17045 dated 10/1/90) by and between Georgia Northeastern Railroad Company, Inc. a Georgia corporation as Lessee, and R.S. Equipment Leasing Associates, Ltd., 1987-A as Lessor. The Lessor agrees to terminate the lease to Lessee, and Lessee hereby acknowledges the termination of the lease of one (1) GP9 Locomotive bearing the reporting marks GNRR 6516.

The address of the parties are as follows:

Georgia Northeastern Railroad Company, Inc.
1819 Peachtree Road., N.E., Suite 303
Atlanta, GA 30309

R.S. Equipment Leasing Associates, Ltd., 1987-A
200 Galleria Parkway, Suite 1810
Atlanta, GA 30339

I would appreciate your recording the enclosed Amended Lease Agreements and returning one (1) copy to me. A check for the filing fee in the amount of \$21.00 is enclosed.

Thank you for your assistance.

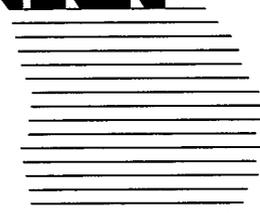
Sincerely yours,

James A. Day
James A. Day
Vice President - Finance

JAD/jd
Enclosures

0100759016

GNRR



RECORDATION NO. 17045 FILED 1425

SEP 5 1995 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
SEP 5 10 29 AM '95
LICENSING BRANCH



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/5/95

Office Of The Secretary

James A. Day-VicePresident-Finance
Georgia Northeastern Railroad Company, Inc.
1819 Peachtree Road, NE., Ste. 315
Atlanta, GA., 30309

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/95 at 10:35AM, and assigned recordation number(s). 17045-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100759016)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

SEP. 5 1995 -10 35 AM

Amendment To Lease Agreement

INTERSTATE COMMERCE COMMISSION

- 1. This Amendment to Lease Agreement is made and entered into as August 30, 1995, and amends that certain Lease Agreement dated as of August 2, 1990, by and between R.S. Equipment Leasing Associates, Ltd., 1987-A("Lessor"), and Georgia Northeastern Railroad Co., Inc.,("Lessee").
- 2. Lessor agrees to terminate the lease to Lessee, and Lessee hereby acknowledges that termination of the lease of the following equipment as of August 30, 1995:

One(1) GP9 Locomotive bearing the reporting marks GNRR 6576.
- 3. The address of the parties are as follows:

RS Equipment Leasing Assoc., Ltd., 1987-A ("Lessor")
200 Galleria Parkway, Suite 1810
Atlanta, GA 30339

Georgia Northeastern Railroad Co., Inc. ("Lessee")
1819 Peachtree Rd., N.E., Suite 303
Atlanta, GA 30309
- 4. The terms and provisions of this Lease Agreement, as amended, are more particularly set forth in a Lease Agreement of even date by and between R.S. Equipment Leasing Assoc., 1987-A and Georgia Northeastern Railroad Co., Inc., as amended by writing dated August 30, 1995.

In Witness Whereof, the parties hereto have caused this amendment to Lease Agreement to be executed as of the day and year first above written.

R.S. Equipment Leasing Assoc.,Ltd.,1987-A (Lessor)

Emylio J. Langley
Witness

By: J. Randolph Seckman
General Partner, RS Capital, Inc.
J. Randolph Seckman, President

(SEAL)

Georgia Northeastern Railroad Co., Inc.(Lessee)

John P. Day
Witness

By: Wilds Pierce
Wilds Pierce
President

(SEAL)