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RECORDATION NO. 23297-D FILED

SEP 17 '03 12:35 PM

SURFACE TRANSPORTATION BOARD

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September 17, 2003

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

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Amendment, a secondary document, dated as of September 15, 2003. The primary document to which this is connected is recorded under Recordation No. 23297. We request that one copy of this document be recorded under Recordation No. 23297-D.

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

Lessor:

Radnor Rail, Ltd.
One Aldwyn Center, 3rd Floor
Villanova, PA 19085

Lessee:

RailTex, Inc.
5300 Broken Sound Boulevard, NW
Boca Raton, FL 33487

A description of the equipment covered by the Amendment consists of terminating the lease of one GP-40 locomotive numbered TPW 4020, and adding to the lease one GP-38 locomotive numbered TPW 3830.

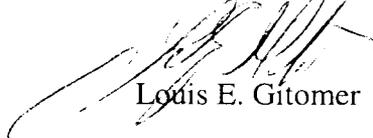
Honorable Vernon A. Williams
September 17, 2003
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A fee of \$30.00 is enclosed. Please return the original to:

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: an Amendment between Radnor Rail, Ltd., One Aldwyn Center, 3rd Floor, Villanova, PA 19085, and RailTex, Inc., 5300 Broken Sound Boulevard, NW, Boca Raton, FL 33487, covering terminating the lease of one GP-40 locomotive numbered TPW 4020, and adding to the lease one GP-38 locomotive numbered TPW 3830.

Very Truly Yours,



Louis E. Gitomer

Enclosures

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Amendment to
Schedule No. 1 to Master Lease Agreement dated ~~December 28, 2000~~ ^{September 15th, 2003}

THIS AMENDMENT to Schedule No. 1 to that certain Master Lease Agreement dated as of December 28, 2000, is entered into effective as of September 15th, 2003, between Radnor Rail, Ltd. ("Lessor"), RailTex, Inc. ("Lessee"), and RailAmerica, Inc. ("Guarantor").

"Lease" means the Master Lease Agreement dated as of December 28, 2000, and the related Schedule No. 1 executed pursuant thereto, between Radnor Rail, Ltd., as Lessor, RailTex, Inc., as Lessee, and RailAmerica, Inc., as Guarantor, together with any schedules, exhibits, addenda, instruments, guarantees, indemnities, agreements, amendments, and supplements related thereto. Capitalized terms used herein and not otherwise defined herein are used as defined in the Lease.

Lessor, Lessee, and Guarantor are currently the lessor party, lessee party, and guarantor party, respectively under the Lease.

The Unit originally subject to the Lease included the following locomotive (the "4020"): GP-40 locomotive bearing the locomotive marks and numbers TPW 4020 (operating road Toledo, Peoria & Western Railway Corp.).

As an accommodation to Lessee, Lessor is willing to substitute for 4020 the following unit transferred to Lessor by Lessee by bill of sale dated this same date ("the Substitute Unit"): one (1) GP-38 locomotive bearing the locomotive marks and numbers TPW 3830.

NOW, THEREFORE, the parties agree as follows:

1. Substitution of Locomotive. Henceforth, the Substitute Unit shall be substituted for the 4020 as "Unit" under the Lease. Accordingly, Lessor hereby leases the Substitute Unit to Lessee, and Lessee hereby acknowledges delivery of, accepts, and leases the Substitute Unit from Lessor, on and subject to all of the terms and conditions of the Lease, applied as if the Substitute Unit had originally been Unit under the Lease. The 4020 hereby ceases to be subject to the Lease. The rent and the casualty value for the Substitute Unit shall be determined by reference to the Purchase Price originally applicable to the 4020 as provided in the Lease. Lessor's substitution of Unit hereunder does not obligate Lessor to accept a substitution for, or waive Lessor's rights to enforce Lessee's obligations.

2. Miscellaneous. As amended hereby, the Lease remains in full force and effect. Each of the parties will execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent and purposes of this Amendment, including short-form memoranda for filing with the Surface Transportation Board. This Amendment (including the documents referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties to the extent relating to such subject matter. This Amendment may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

BILL OF SALE

For value received, RailTex, Inc., a Texas corporation ("Transferor"), hereby sells, transfers, and delivers to Radnor Rail, Ltd. a Pennsylvania corporation ("Transferee"), its successors and assigns, all of Transferor's right, title, and interest in and to the following railroad equipment (the "Equipment"): one (1) GP-38 locomotive bearing the locomotive marks and numbers TPW 3830.

Transferor makes no warranties, express or implied, of any nature with respect to the Equipment except that Transferee will acquire good title to the Equipment free from any claim, lien, or encumbrance (except for the leasehold interest of RailTex, Inc. pursuant to the Master Lease Agreement dated as of December 28, 2000, and the related Schedule No. 1 executed pursuant thereto, between Radnor Rail, Ltd., as Lessor, RailTex, Inc., as Lessee, and RailAmerica, Inc., as Guarantor). Transferor is selling the Equipment "as is, where is." Transferor does not make, and hereby expressly disclaims, any warranties, express or implied, with respect to the condition of the Equipment, including without limitation warranties of merchantability or fitness for a particular purpose or use.

EXECUTED under seal effective as of September 15th, 2003.

By: **RAILTEX, LTD.**

By: Larry W Bush

Name: Larry W. Bush

Title: Treasurer

State of Florida, County of Palm Beach

On September 15th, 2003, before me personally appeared Larry W. Bush, to me personally known, who being by me duly sworn says that he is Vice President Treasurer of RailTex, Inc., a Texas corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kristin Dunlap
Notary Public

My commission expires:

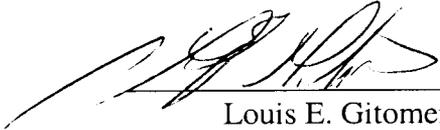
[NOTARIAL SEAL]



Kristin Dunlap
My Commission DD067857
Expires December 27, 2006

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Amendment dated as of September 15, 2003, 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
September 17, 2003