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RECORDATION NO. 25389-A FILED

FEB 1 '05

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SURFACE TRANSPORTATION BOARD

February 1, 2005

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

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Amendment of Lease Agreement, a secondary document, dated as of January 12, 2005. The primary document to which this is connected is recorded under Recordation No. 25389. We request that one copy of this document be recorded under Recordation No. 25389-A.

The names and addresses of the parties to the Memorandum of Amendment of Lease Agreement are:

Lessor:

LaSalle National Leasing Corporation
One West Pennsylvania Avenue, Suite 1000
Towson, MD 21204

Lessees:

RailTex, Inc.
RailAmerica Transportation Corp.
Alabama & Gulf Coast Railway L.L.C.
Indiana & Ohio Railway Company
5300 Broken Sound Boulevard N.W.
Second Floor
Boca Raton, FL 33487

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February 1, 2005
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Guarantor:

RailAmerica, Inc.
5300 Broken Sound Boulevard N.W.
Second Floor
Boca Raton, FL 33487

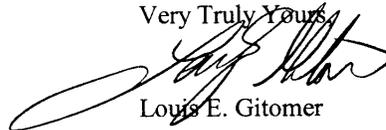
A description of the equipment covered by the Memorandum of Amendment of Lease Agreement consists of two SD-40-2 locomotives numbered AGR 4058 and IORY 4060 (formerly numbered NREX 5597).

A fee of \$ 32.00 is enclosed. Please return one copy 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: a Memorandum of Amendment of Lease Agreement between LaSalle National Leasing Corporation, One West Pennsylvania Avenue, Suite 1000, Towson, MD 21204, RailTex, Inc., RailAmerica Transportation Corp., Alabama & Gulf Coast Railway L.L.C., and Indiana & Ohio Railway Company, 5300 Broken Sound Boulevard N.W., Second Floor, Boca Raton, FL 33487, and RailAmerica, Inc., 5300 Broken Sound Boulevard N.W., Second Floor, Boca Raton, FL 33487, covering two SD-40-2 locomotives numbered AGR 4058 and IORY 4060 (formerly numbered NREX 5597).

Very Truly Yours,



Louis E. Gitomer

Enclosures

MEMORANDUM OF AMENDMENT OF LEASE AGREEMENT
SURFACE TRANSPORTATION BOARD

This Memorandum of Amendment of Lease Agreement is dated as of January 12, 2005 (the "Memorandum") among LaSalle National Leasing Corporation ("LaSalle"), as lessor, RailTex, Inc. ("RailTex"), as co-lessee, RailAmerica Transportation Corp. ("RATCO"), as co-lessee, Alabama & Gulf Coast Railway L.L.C. ("AGR"), as co-lessee, Indiana & Ohio Railway Company ("IORY"), as co-lessee, and RailAmerica, Inc. ("RailAmerica"), as guarantor

LaSalle, RailTex, and RailAmerica entered a Memorandum of Lease Agreement dated as of December 29, 2004 (the "Lease"), whereby LaSalle leased two SD-40-2 locomotives numbered AGR 4058 and NREX 5597 (the "Locomotives") to RailTex, and RailAmerica joined as guarantor.

The Lease was recorded at the Surface Transportation Board on January 3, 2005 at 3:20 p.m. under Recordation No. 25389.

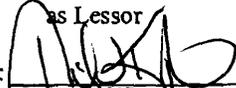
LaSalle, RailTex, RailAmerica, RATCO, AGR, and IORY have entered a letter agreement dated January 12, 2005, to add RATCO as co-lessee of the Locomotives and to add AGR as co-lessee of the locomotive numbered AGR 4058 and IORY as co-lessee of the locomotive numbered IORY 4060 (formerly numbered NREX 5597).

NOW, THEREFORE, LaSalle, RailTex, RailAmerica, RATCO, AGR, and IORY have entered this Memorandum to evidence for the record, as follows:

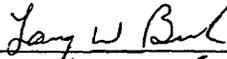
1. The addition of RATCO as co-lessee of the Locomotives.
2. The addition of AGR as co-lessee of the locomotive numbered AGR 4058.
3. The addition of IORY as co-lessee of the locomotive numbered IORY 4060 (formerly numbered NREX 5597).
4. The renumbering of the locomotive numbered NREX 5597 to IORY 4060.
5. This Memorandum may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be executed by its duly authorized officer as of the date first written above.

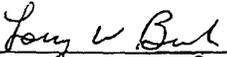
LaSalle National Leasing Corporation,
as Lessor

By: 
Name: NEIL S. KAPLAN
Title: VICE PRESIDENT

RailTex, Inc., as Co-Lessee

By: 
Name: Larry W Bush
Title: VP & Treasurer

RailAmerica Transportation Corp.,
as Co-Lessee

By: 
Name: Larry W Bush
Title: VP & Treasurer

RailAmerica, Inc., as Guarantor

By: 
Name: Larry W Bush
Title: VP & Treasurer

State of Florida)
) ss.
County of Palm Beach)

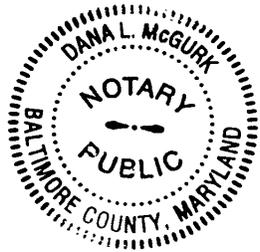
On this 31st day of January 2005, before me, KRISTIN DUNLAP, the undersigned Notary Public, personally appeared LARRY W. BUSH, personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. three

 Kristin Dunlap
My Commission DD067657
Expires December 27, 2005


Notary Public for FLORIDA
My Commission expires 12.27.05

State of Maryland)
) ss.
County of Baltimore)

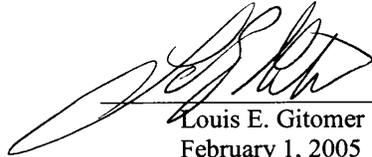
On this 31 day of January, 2005, before me, Dana L. McGurk, the undersigned Notary Public, personally appeared Neil B. Kaplan personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



Dana L. McGurk
Notary Public for Lasalle National Leasing Corp.
My Commission expires 11/1/2007

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Amendment of Lease Agreement dated as of January 12, 2005, 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
February 1, 2005