

The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company

114 West 11th Street, Kansas City, Missouri 64105

RICHARD P. BRUENING
General Counsel

April 5, 1978

Hon. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 9313 Filed & Recorded

APR 6 1978 - 3 27 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

I enclose herewith, for filing and recording pursuant to Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, five executed copies of an Agreement dated April 1, 1978, between ACF Industries, Inc., and Louisiana & Arkansas Railway Company. Said Agreement covers 200 box cars.

The name and address of the manufacturer and owner is:

ACF Industries, Inc.
750 Third Avenue
New York, NY 10017

The name and address of the bailee is:

Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

A general description of the equipment covered by this Agreement is:

Two Hundred (200) 50'6" ACF boxcars with
bulkheads.

The above identified Agreement has not been previously filed with the Interstate Commerce Commission.

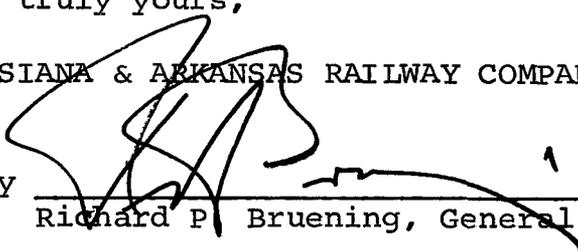
We are enclosing our check for \$50.00 to cover the filing fee for recording.

Richard P. Bruening
July
C. Bruce [Signature]

We request all copies of the Agreement not required for your files be marked with the Commission's filing data and recording stamp and returned to the party tendering same.

Very truly yours,

LOUISIANA & ARKANSAS RAILWAY COMPANY

By  Richard P. Bruening, General Counsel

RPB:cm
Encl.

Interstate Commerce Commission
Washington, D.C. 20423

4/6/78

OFFICE OF THE SECRETARY

Richard P. Bruening
General Counsel
Louisiana & Arkansas RYW. Co.
114 West 11th St.
Kansas City, Mo. 64105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 4/6/78 at 3:25pm, and assigned recordation number(s) 9313

Sincerely yours,

H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

THIS AGREEMENT, dated as of April 1, 1978, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (hereinafter called the "Manufacturer"), and Louisiana & Arkansas Railway Company, a Delaware corporation (hereinafter called the "Vendee").

RECORDATION NO. 9313 Filed & Recorded

W I T N E S S E T H :

APR 6 1978 -3 25 PM

The Manufacturer and the Vendee have heretofore entered into the Purchase Agreement (hereinafter called the "Purchase Agreement") referred to in Section 1 of Schedule A hereto attached (hereinafter called "Schedule A") whereunder the Manufacturer has agreed to construct and deliver to the Vendee at the delivery point specified in Section 2 of Schedule A and the Vendee has agreed to accept and pay for the Railroad equipment (hereinafter called the "Cars") described in Section 3 of Schedule A; and

Inasmuch as the Vendee has not as yet consummated financing arrangements for the acquisition of the Cars, it is not in a position to accept delivery of and pay for the Cars under the terms of the Purchase Agreement at this time. The Vendee represents that such financing arrangements will be consummated on or before April 28, 1978. The Vendee (in order that it may use the Cars pending completion of the above financing arrangements) has requested the Manufacturer to give the Vendee temporary custody and possession of the Cars on their completion, solely as a bailee of the Cars, and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the promises of the parties herein contained, the parties agree as follows:

1. The Manufacturer agrees to deliver the Cars to the Vendee and the Vendee agrees to accept the Cars from the Manufacturer at the delivery point above referred to. The rights of the Vendee hereunder in respect of each Car shall commence on the date of acceptance of such Car and end on the earlier of April 28, 1978, or the date of payment of the purchase price of such Car under the above financing arrangements. When the purchase price of all the Cars has been paid, this Agreement shall automatically be terminated without further action by or notice to any party concerned. Risk of loss in respect to each Car will pass to the Vendee at the time such Car is shipped from our works.

2. After the Vendee's representative finds that each Car upon completion has been built in accordance with the requirements of the Purchase Agreement, he will execute and deliver to the Manufacturer a certificate of inspection certifying to that effect. Upon delivery of each Car to the delivery point, the Vendee's representative will execute a certificate of acceptance acknowledging the receipt of delivery of each Car under this Agreement. Title to the Cars shall remain in the Manufacturer and the Vendee's right and interest therein is and shall be solely that of possession, custody, and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Vendee, without expense to the Manufacturer, will promptly cause this Agreement to be filed with the Interstate Commerce Commission

for recordation under Section 20c of the Interstate Commerce Act. In addition, the Vendee shall do such other acts as may be required by law, or reasonably requested by the Manufacturer, for the protection of the Manufacturer's title to and interest in the Cars.

3. The Vendee agrees that it will permit no liens of any kind to attach to the Cars; and that it will

(a) indemnify and save harmless the Manufacturer from any and all claims, expenses, or liabilities of whatsoever kind; and

(b) pay any and all taxes, fines, charges, and penalties

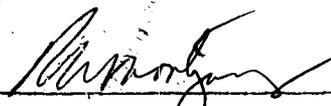
that may accrue or be assessed or imposed upon the Cars or the Manufacturer because of its ownership or because of the use, marking, operation, management or handling of the Cars by the Vendee during the term of this Agreement. The Vendee's obligations contained in this paragraph shall survive the termination of this Agreement by mutual agreement or otherwise.

4. The Vendee will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to Manufacturer the purchase price in cash of those Cars which may be damaged or destroyed by any cause during the term of this Agreement. Upon the expiration or other termination of this Agreement, other than by payment of the purchase price, the Vendee will surrender and deliver up the Cars in good order and running condition to Manufacturer free of all charges at the point designated by the Manufacturer.

5. Prior to the delivery of each Car to the Vendee it will be numbered with a car number as set forth in Section 3 of Schedule A, and there shall be plainly, distinctly, permanently, and conspicuously marked and maintained by the Vendee upon each side of each Car in letters not less than one inch in height the words set forth in Section 5 of Schedule A.

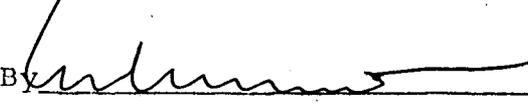
6. The Vendee agrees with the Manufacturer that the execution by the Manufacturer of this Agreement or the delivery by the Manufacturer to the Vendee of the Cars, as contemplated by this Agreement, shall not relieve the Vendee of its obligations to accept, take, and pay for the Cars in accordance with the terms of the Purchase Agreement, or impair any of the Manufacturer's rights under the Purchase Agreement, which is by reference made a part of this Agreement as fully as though expressly set forth herein.

Attest



ASSISTANT SECRETARY

ACF INDUSTRIES, INCORPORATED

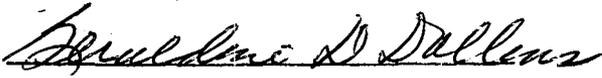


TREASURER

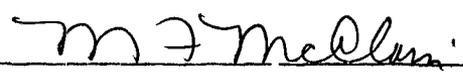
LOUISIANA & ARKANSAS

RAILWAY COMPANY

Attest



ASSISTANT SECRETARY

By 

VICE PRESIDENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

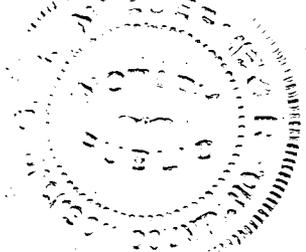
On this 4th day of April, 1978, before me personally appeared W. C. ANDERSON, to me personally known, who, being by me duly sworn, says that he is **TREASURER** of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

Edwin F. Meyer

EDWIN F. MEYER
NOTARY PUBLIC, State of New York
No. 30-7917803
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1978 1980

STATE OF MISSOURI)
) SS.:
COUNTY OF JACKSON)

On this 5th day of April, 1978, before me personally appeared M. J. McClain, to me personally known, who, being by me duly sworn says that he is Vice President of **LOUISIANA & ARKANSAS RAILWAY COMPANY** that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.



G. B. Niedermeyer
Notary Public

My Commission Expires May 29, 1979

SCHEDULE A

SECTION 1. Purchase Agreement

ACF quotation of November 9, 1977.
Kansas City Southern Railway Company Purchase Order 30552
dated November 16, 1977.

SECTION 2. Delivery Point

Bloomburg, Texas

SECTION 3. Railroad Equipment

Two hundred (200) 50'6" Box Cars with Bulkheads.

SECTION 4. Purchase Price

\$39,975.00 per car F.O.B. ACF's St. Louis,
Missouri Plant.

SECTION 5. Markings on Cars

See attached Schedule B.

SCHEDULE B

STENCILED	ACI NUMBER	
KCS 152005	0010 152005	8
KCS 152013	0010 152013	*
KCS 152021	0010 152021	1
KCS 152030	0010 152030	9
KCS 152048	0010 152048	5
KCS 152056	0010 152056	7
KCS 152064	0010 152064	9
KCS 152072	0010 152072	0
KCS 152081	0010 152081	8
KCS 152099	0010 152099	4
KCS 152102	0010 152102	8
KCS 152111	0010 152111	5
KCS 152129	0010 152129	1
KCS 152137	0010 152137	3
KCS 152145	0010 152145	5
KCS 152153	0010 152153	7
KCS 152161	0010 152161	9
KCS 152170	0010 152170	6
KCS 152188	0010 152188	2
KCS 152196	0010 152196	4
KCS 152200	0010 152200	3
KCS 152218	0010 152218	*
KCS 152226	0010 152226	1
KCS 152234	0010 152234	3
KCS 152242	0010 152242	5
KCS 152251	0010 152251	2
KCS 152269	0010 152269	9
KCS 152277	0010 152277	0
KCS 152285	0010 152285	2
KCS 152293	0010 152293	4
KCS 152307	0010 152307	8
KCS 152315	0010 152315	*
KCS 152323	0010 152323	1
KCS 152331	0010 152331	3
KCS 152340	0010 152340	0
KCS 152358	0010 152358	7
KCS 152366	0010 152366	9
KCS 152374	0010 152374	0
KCS 152382	0010 152382	2
KCS 152391	0010 152391	*
KCS 152404	0010 152404	8
KCS 152412	0010 152412	*
KCS 152421	0010 152421	7
KCS 152439	0010 152439	3
KCS 152447	0010 152447	5
KCS 152455	0010 152455	7
KCS 152463	0010 152463	9
KCS 152471	0010 152471	0
KCS 152480	0010 152480	8
KCS 152498	0010 152498	4
KCS 152501	0010 152501	8
KCS 152510	0010 152510	5
KCS 152528	0010 152528	1
KCS 152536	0010 152536	3
KCS 152544	0010 152544	5
KCS 152552	0010 152552	7

SCHEDULE B

STENCILED	ACI NUMBER
KCS 152561	0010 152561 4
KCS 152579	0010 152579 0
KCS 152587	0010 152587 2
KCS 152595	0010 152595 4
KCS 152609	0010 152609 8
KCS 152617	0010 152617 *
KCS 152625	0010 152625 1
KCS 152633	0010 152633 3
KCS 152641	0010 152641 5
KCS 152650	0010 152650 2
KCS 152668	0010 152668 9
KCS 152676	0010 152676 0
KCS 152684	0010 152684 2
KCS 152692	0010 152692 4
KCS 152706	0010 152706 8
KCS 152714	0010 152714 *
KCS 152722	0010 152722 1
KCS 152731	0010 152731 9
KCS 152749	0010 152749 5
KCS 152757	0010 152757 7
KCS 152765	0010 152765 9
KCS 152773	0010 152773 0
KCS 152781	0010 152781 2
KCS 152790	0010 152790 *
KCS 152803	0010 152803 8
KCS 152811	0010 152811 *
KCS 152820	0010 152820 7
KCS 152838	0010 152838 3
KCS 152846	0010 152846 5
KCS 152854	0010 152854 7
KCS 152862	0010 152862 9
KCS 152871	0010 152871 6
KCS 152889	0010 152889 2
KCS 152897	0010 152897 4
KCS 152901	0010 152901 3
KCS 152919	0010 152919 *
KCS 152927	0010 152927 1
KCS 152935	0010 152935 3
KCS 152943	0010 152943 5
KCS 152951	0010 152951 7
KCS 152960	0010 152960 4
KCS 152978	0010 152978 0
KCS 152986	0010 152986 2
KCS 152994	0010 152994 4
KCS 153001	0010 153001 4
KCS 153010	0010 153010 1
KCS 153028	0010 153028 8
KCS 153036	0010 153036 *
KCS 153044	0010 153044 1
KCS 153052	0010 153052 3
KCS 153061	0010 153061 0
KCS 153079	0010 153079 7
KCS 153087	0010 153087 9
KCS 153095	0010 153095 0
KCS 153109	0010 153109 4
KCS 153117	0010 153117 6

SCHEDULE B

STENCILED	ACT NUMBER
KCS 153125	JJ10 153125 8
KCS 153133	0010 153133 *
KCS 153141	0010 153141 1
KCS 153150	0010 153150 9
KCS 153168	JJ10 153168 5
KCS 153176	0010 153176 7
KCS 153184	0010 153184 9
KCS 153192	0010 153192 0
KCS 153206	0010 153206 4
KCS 153214	JJ10 153214 6
KCS 153222	0010 153222 8
KCS 153231	0010 153231 5
KCS 153249	JJ10 153249 1
KCS 153257	0010 153257 3
KCS 153265	0010 153265 5
KCS 153273	0010 153273 7
KCS 153281	0010 153281 9
KCS 153290	0010 153290 6
KCS 153303	0010 153303 4
KCS 153311	JJ10 153311 6
KCS 153320	0010 153320 3
KCS 153338	0010 153338 *
KCS 153346	JJ10 153346 1
KCS 153354	0010 153354 3
KCS 153362	0010 153362 5
KCS 153371	0010 153371 2
KCS 153389	0010 153389 9
KCS 153397	0010 153397 0
KCS 153401	0010 153401 *
KCS 153419	JJ10 153419 6
KCS 153427	0010 153427 8
KCS 153435	0010 153435 *
KCS 153443	JJ10 153443 1
KCS 153451	0010 153451 3
KCS 153460	0010 153460 0
KCS 153478	0010 153478 7
KCS 153486	0010 153486 9
KCS 153494	JJ10 153494 0
KCS 153503	0010 153503 4
KCS 153516	0010 153516 6
KCS 153524	JJ10 153524 8
KCS 153532	0010 153532 *
KCS 153541	0010 153541 7
KCS 153559	0010 153559 3
KCS 153567	0010 153567 5
KCS 153575	JJ10 153575 7
KCS 153583	0010 153583 9
KCS 153591	0010 153591 0
KCS 153605	JJ10 153605 4
KCS 153613	0010 153613 6
KCS 153621	0010 153621 8
KCS 153630	0010 153630 5
KCS 153648	0010 153648 1
KCS 153656	JJ10 153656 3
KCS 153664	0010 153664 5
KCS 153672	0010 153672 7

SCHEDULE B

STENCILED	ACI NUMBER
KCS 153681	0010 153681 4
KCS 153699	0010 153699 0
KCS 153702	0010 153702 4
KCS 153711	0010 153711 1
KCS 153729	0010 153729 8
KCS 153737	0010 153737 *
KCS 153745	0010 153745 1
KCS 153753	0010 153753 3
KCS 153761	0010 153761 5
KCS 153770	0010 153770 2
KCS 153788	0010 153788 9
KCS 153796	0010 153796 0
KCS 153800	0010 153800 *
KCS 153818	0010 153818 6
KCS 153826	0010 153826 8
KCS 153834	0010 153834 *
KCS 153842	0010 153842 1
KCS 153851	0010 153851 9
KCS 153869	0010 153869 5
KCS 153877	0010 153877 7
KCS 153885	0010 153885 9
KCS 153893	0010 153893 0
KCS 153907	0010 153907 4
KCS 153915	0010 153915 6
KCS 153923	0010 153923 8
KCS 153931	0010 153931 *
KCS 153940	0010 153940 7
KCS 153958	0010 153958 3
KCS 153966	0010 153966 5
KCS 153974	0010 153974 7
KCS 153982	0010 153982 9
KCS 153991	0010 153991 6