

# The Kansas City Southern Railway Company Louisiana & Arkansas Railway Company

301 West 11th Street, Kansas City, Missouri 64105

1 5295

RECORDATION NO. .... Filed 1429

ROBERT E. ZIMMERMAN  
Senior Vice President — Law  
  
RICHARD P. BRUENING  
Vice President and General Counsel  
  
PHILLIP S. BROWN  
Vice President — Governmental Affairs

AUG 18 1987 -3 25 PM

August 6, 1987

JON M. WALLER  
ROBERT K. DREILING  
WILLIAM L. BRUNING  
General Attorneys  
  
WILLIAM J. WOCHNER  
Commerce Counsel

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Room 2215  
Washington, D.C. 20423

8/18/87  
10.00  
Washington, D. C.

Dear Secretary:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease, a primary document dated June 30, 1987.

The name and address of the parties to the document are as follows:

Lessor: The Kansas City Southern Railway Company  
114 West 11th Street  
Kansas City, Missouri 64105

Lessee: Gulf and Mississippi Railroad Corporation  
605 2nd Avenue, North  
Columbus, Mississippi 39701

A description of the equipment covered by the document follows:

Type of Equipment -	Wood hopper cars
Number of cars -	207
AAR Mechanical Designation -	HTS
Identifying marks -	GMSR
Numbers -	See attached

A fee of ten and no/100 dollars (\$10.00) is enclosed. Please

Hon. Noreta R. McGee  
Page 2, Aug. 6, 1987

return the original and any extra copies not needed by the Commission to:

William J. Wochner  
Kansas City Southern Railway Company  
301 West 11th Street  
Kansas City, Missouri 64105

A short summary of the document to appear in the index follows:

Lease between The Kansas City Southern Railway Company, 114 West 11th Street, Kansas City, Missouri 64105 and Gulf and Mississippi Corporation, 605 2nd Avenue, North, Columbus, Mississippi 39701, dated June 30, 1987 and covering 207 wood hopper rail cars.

Yours very truly,



William J. Wochner  
Attorney for:  
The Kansas City Southern  
Railway Company  
301 West 11th Street  
Kansas City, Missouri 64105

WJW:i  
Enc.

15295

CAR MARKINGS

GMSR 4902	GMSR 501646	GMSR 501212	GMSR 500429	GMSR 4825
500381	500534	4882	4878	502570
502456	4865	501689	501301	4868
500178	4837	4899	502847	500607
5590	5580	500364	500194	501662
4804	501085	500305	4901	5615
4887	500071	501972	501000	500461
502090	501514	501395	500062	502693
501018	4909	501182	5589	500585
5640	4847	500046	501638	4849
500984	500011	502596	501336	5607
502936	501026	502685	4823	4842
4830	500836	4866	501069	501239
4815	5639	501247	4881	4851
501891	5680	5647	502758	500682
4827	501425	501115	502863	500844
5621	502561	4834	4809	500577
4812	501557	502952	501573	501617
4864	501034	4857	501271	502766
500755	5626	501727	5594	500097
501549	5688	4872	500313	4862
500411	4843	502782	4818	502502
5583	4813	5630	501760	502910
4835	4904	500909	501361	4806
4873	5578	502367	4867	502057
501981	5568	5576	4888	4803
500241	502286	502448	4886	501930

CAR MARKINGS (Cont'd.)

GMSR 500119	GMSR 4841	GMSR 502961
4908	501913	502006
502073	501280	5565
5560	500950	501077
5616	4826	501905
500151	5587	501867
4874	4829	502402
500402	502421	502235
4859	500232	5669
502731	5620	502031
502022	500861	500186
502634	500127	500216
500259	4808	500569
4810	501352	502391
4852	501492	5571
5586	4811	501387
500551	502898	500321
5603	502294	5561
5555	502383	5588
4863	4911	5643
501166	4917	4883
501590	500348	502723
4817	502928	4828
4890	4898	4839

INTERSTATE Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/25/87

William J. Wochner  
Kansas City Southern Railway Co.  
301 West 11th St.  
Kansas City, Missouri 64105

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 8/18/87 at 3:25pm, and assigned recordation number(s). 15295

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

1 5295

RECORDATION NO. .... Filed 142b

AUG 18 1987 -3 25 PM

RAILCAR LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS LEASE made and entered into as of this 30 day of June, 1987, by and between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Delaware corporation, hereinafter called "Lessor," and GULF & MISSISSIPPI CORPORATION, a Mississippi corporation, hereinafter called "Lessee."

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Lease: Lessee agrees to lease from Lessor the 207 wood hopper railcars of Lessor's choices complying with the specifications in Exhibit A, together with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto (the "Railcars"). All Railcars presently bear Kansas City Southern Railway Company marks. The Lessee at its expense shall remark the Railcars with Lessee's marks and prior to return to Lessor remove same and stencil The Kansas City Southern Railway Company reporting marks on Railcars pursuant to Lessor's specifications.

2. Lease Payment: This Lease shall commence on the date first written above and continue for a period of twelve months. Lease payments on each Railcar shall commence when said Railcar is interchanged by KCS to an intermediate carrier enroute to Lessor, and except as otherwise provided herein, shall continue for each car until such car has been returned to KCS. The monthly rental shall be \$145.00 per month per Railcar, payable monthly in advance. In the event a Railcar is used for any part of a month the rate shall be Four and 80/100 Dollars (\$4.80) per car per day.

Upon termination of this Lease, if requested by Lessor, Lessee agrees to store the Railcars for ninety (90) days at no expense nor risk to Lessor.

Lessee shall not be entitled to any abatement of lease payments, reduction thereof or set-off, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments or claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Agreement terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Railcar or damage to or loss of possession or use or destruction of all or any of such Railcars from whatever cause and of whatever duration, except as otherwise provided herein. Lessee will settle all claims it may have of any nature against the Railcar manufacturer, including but not limited to defects in the Railcars and like claims, directly with the Railcar manufacturer and not set up and such claim, defense, set-off or counterclaim against Lessor or its assigns. Lessee acknowledges that: Lessor is in no way connected to the Railcar manufacturer; Lessor has no knowledge or information as to the condition or

suitability for Lessee's purpose of the Railcars; and Lessor's decision to enter into this Lease is made in reliance on Lessee's undertakings herein, including Lessee's express agreement not to assert against Lessor any claims, defenses, set-offs or counterclaims it may now or hereafter have against the Railcar manufacturer.

3. Transportation: Lessor agrees to provide transportation of Railcar without charge to Lessee to Sibley or Shreveport, Louisiana. All other transportation charges including those for transportation of Railcars to Sibley or Shreveport upon termination of this Lease shall be the responsibility of Lessor.

4. Warranties and Representations: LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE RAILCARS, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE RAILCARS, PURSUANT TO THIS AGREEMENT TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE RAILCARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY RAILCARS. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages.

5. Place of Payment: Lessee shall direct payment of the monthly lease payments to the following address:

Southern Leasing Corporation  
4400 Shawnee Mission Parkway  
Suite #200  
Shawnee Mission, Kansas 66205-2518

6. Recordkeeping; Inspection: Lessee agrees to keep and maintain and make available to Lessor such record of Lessee's use, operation, inspection, repairs and maintenance of each Railcar while in its possession as shall be reasonably required by Lessor. Lessor, by such agent or agents as it may designate, shall have the right at all reasonable times to go upon the property of Lessee to inspect any Railcar while in the possession of Lessee.

7. Loss or Destruction: In the event that any Railcar during the term hereof shall become lost; stolen; destroyed, irreparably damaged; permanently rendered unfit for use; or, in the reasonable opinion of the Lessee, worn out or damaged beyond the economic limit of repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise by the United States Government for a period which shall exceed the then remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by the Lessee for a period of sixty (60) consecutive days (such occurrences being hereinafter called "Casualty

Occurrences"), Lessee shall notify Lessor of such Casualty Occurrence. On the payment date next following the date of such Casualty Occurrence, Lessee shall pay to Lessor the Casualty Value of such Railcar, determined to be \$7,500.00, together with any unpaid amount due on or prior to such date, whereupon Lessee's obligation to pay further amounts for such Railcar shall cease, but Lessee's obligation to pay for all other Railcars shall remain unchanged.

8. Insurance:

(a) Subject to the limitation set forth in Section 7, all risk of loss of, damage to or destruction of the Railcars shall at all times be on Lessee, except for loss, damage or destruction resulting from a negligent act or omission of Lessor, its officers, employees, agents, representatives, assignees, and/or successors.

(b) Lessor shall provide (i) insurance against loss, theft, and destruction or damage of the Railcar, and (ii) comprehensive public liability insurance against claims for personal injuries, death property damage in no event less comprehensive in amounts and against risks customarily insured against by Lessee in respect of similar equipment owned or leased by it. Lessee shall pay applicable premiums for insurance. Lessee shall have the right to insure the Railcars for its own account, for the amount by which its fair market value exceeds the coverage required hereunder.

(c) All insurance policies required hereunder shall (i) be issued by insurance carriers of recognized responsibility, (ii) cover the interests of Lessee and Lessor and protect Lessee and Lessor in respect of risks arising out of the condition, maintenance, use, ownership and operation of the Railcars, (iii) provide that the insurance carrier give at least thirty (30) days' prior notice in the event of cancellation or material alteration in coverage, (iv) provide, as to such physical damage insurance, that the losses, if any, shall be payable to the Lessor under a standard long form loss payable clause, (v) provide that in respect of the interest of the Lessor in such policies, the insurance shall not be invalidated by an action or inaction of Lessee and shall insure Lessor's interest as it appears regardless of any breach or violation by Lessee of any warranty, declaration or condition contained in such policies, and shall include coverage against liability which Lessor might incur by reason of the operation of the Railcars, and (vi) not required co-insurance.

(d) The proceeds of any physical damage insurance received by Lessor shall be paid to Lessee in the following circumstances: (i) in the case of a Casualty Occurrence with respect to any Railcar upon payment by Lessee of the Casualty Value of such Railcar, or (ii) upon the loss, damage or destruction of any Railcar which does not constitute a Casualty Occurrence, upon the receipt from Lessee of a certificate to the effect that such

Railcar has been repaired, restored or replaced, as the case may be (which certificate shall be accompanied by satisfactory evidence of such repair, restoration or replacement), provided that so long as any default by Lessee or event of default shall be continuing hereunder, Lessor shall be entitled to apply such proceeds against Lessee's obligations hereunder or under any other obligation or Lessee to Lessor. Lessee shall furnish Lessor with certificates or other evidence of compliance with this Section 8 as may reasonably be requested.

9. Indemnity: Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall indemnify and save Lessor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by:

(a) Lessee's failure to promptly perform any of its obligations under the provisions of Section 2, 7, 8, and 16 of this Lease, or

(b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the Railcars or its location or condition, or

(c) inadequacy of the Railcars, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claim or demand. This indemnity shall survive the expiration or termination of this Lease.

10. Compliance with Law; Repair and Maintenance: Lessee shall comply with FRA and all other applicable governmental laws, regulations and requirements and other binding regulations with respect to use, maintenance and operation of the Railcars during the Lease period.

Lessor will be responsible for the cost, any repairs necessary to enable Railcars to meet FRA interchange requirement when Railcars are intrchanged from Lessor to a connecting line for the initial movement to Lessee. All other repairs shall be the responsibility of Lessee.

The Lessee shall use the Railcars only in the manner for which designed and intended and so as to subject them only to ordinary wear and tear. Lessee shall, at its own cost and expense, maintain and keep the Railcars in good order, condition and repair, ordinary wear and tear excepted at all times from the time Railcars are interchanged from Lessor to a connecting line for initial movement to Lessee until Railcars are returned to Lessor at Sibley or Shreveport. Any parts installed or replacements made by Lessee upon the Railcars shall be considered accessions to the Railcars and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor.

11. Assignment: Lessee shall not assign or sublet its interest, or any part thereof, under this Lease, or permit the use of operation of any Railcar subject to this Lease by any other person, firm or corporation, other than wholly-owned subsidiaries, without the prior written consent of Lessor. Lessor may at any time assign all or any portion of the rents due or to become due, and/or the leased property without notice to Lessee and in such event Lessor's transferee as assignee shall have all the rights, powers, privileges and remedies of the Lessor hereunder. Lessee shall have no obligation to pay any assignee, and shall continue to pay Lessor, until such time as notice is given of such assignment in accordance with Section 12.

12. Notice: Unless otherwise specifically provided, any notices to be given under this Lease or any other communications between the parties shall be given by certified mail, postage prepaid, in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Gulf & Mississippi Corporation  
605 2nd Avenue North  
Columbus, Mississippi 39701

or such other address as Lessee may from time to time indicate by written notice to Lessor.

(b) Notices from Lessee to Lessor shall be sent to:

Southern Leasing Corporation  
4400 Shawnee Mission Parkway, Suite #200  
Shawnee Mission, Kansas 66205-2518

or to such other address as Lessor may from time to time indicate by written notice to Lessee.

13. Quiet Enjoyment: So long as Lessee makes it aforesaid rental payments and otherwise complies with the terms and provisions hereof, Lessee shall be entitled to the use and possession of the Railcars according to the term hereof without interference by the Lessor or by any party lawfully claiming by or through the Lessor.

14. Authority: The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Lease and bind the respective parties to the terms and provisions hereof.

15. Late Charges: Lessee agrees that Lessor may collect a late rental charge on each rental payment which is in arrears not less than ten (10) days, said charge to be in an amount equal to five percent (5%) of said rental payment or the maximum permissible under applicable law, whichever is the lesser amount.

16. ICC Recording: Lessee will promptly cause this Lease to be duly filed, registered or recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Lessor may reasonably request for the protection of its title and will furnish Lessor proof thereof. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, register, or re-record whenever required) any and all further instruments required by law or reasonable requested by Lessor, for the purpose of protecting Lessor's title to the Railcars to the satisfaction of Lessor's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to Lessor proof of such filing.

17. Taxes: Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, but only as it relates to a sale to Lessee, use and property taxes, gross receipts taxes arising out of receipts from use or operation of Railcars including without limitation amounts payable under Sections 2, 7 and 11, hereof and other taxes (including any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Railcars and whether or not the same shall be assessed against or in the name of Lessor or Lessee.

18. Performance Obligations of Lessee by Lessor: In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the rate of five percent (5%) per month thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent hereunder.

19. Further Assurance: Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's right hereunder.

20. Lessee's Covenants: Lessee will:

(a) defend at Lessee's own cost any action, proceeding or claim affecting the Railcars;

(b) do everything necessary or expedient to preserve or perfect the Lessor's interest in the Railcars;

(c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or without the prior written consent of Lessor, and notwithstanding Lessor's claims to proceeds, sell, rent, lend, encumber or transfer any of the Railcars, except as provided in Subsection (e) of this Section;

(d) agree that Lessor may enter upon Lessee's premises or wherever the Railcars may be located at any reasonable time and upon reasonable notice to inspect the Railcars;

(e) notwithstanding any provision to the contrary Lessee may, without the consent of Lessor, lease or permit the use of the Railcars or Railcar (such lease or use to be subject to the rights and remedies of the Lessor hereunder) to or by a lessee or user incorporated in the United States of America (or any state thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such lessee or user or by a railroad company or companies have trackage rights or railroad of connecting and other carriers in the usual interchange of traffic or in through and non-through service, but only upon and subject to all the terms and conditions hereof; provided, however, that the Lessor's consent, not to be unreasonably withheld, must be obtained for any lease that is for a term longer than six (6) months; provided, further, however, that the Lessee shall not lease or permit the sublease or use of any Railcar for service involving operation or maintenance outside the United States of America except that occasional service in Canada should be permitted so long as such service in Canada is de minimis and does not involve regular operation and maintenance outside the United States.

21. Default: An event of default shall occur if:

(a) Lessee fails to pay when due any installment of rent and such failure continues for a period of ten (10) days;

(b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for fifteen (15) days after written notice thereof to Lessee by Lessor;

(c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or

regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation;

(d) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets any properties, such appointment shall not be vacated; or

(e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Locomotives or any item thereof.

Upon the occurrence of an event of default, Lessor, at its option, may:

(a) declare all sums due and to become due hereunder immediately due and payable;

(b) proceed by appropriate court action or actions or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this Lease and to recover damages for the breach thereof;

(c) demand that Lessee deliver the Railcars forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and

(d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Railcars may be or by Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the Railcars and all claims for injuries suffered through or loss caused by such repossession; but the Lessor shall, nevertheless, be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid lease payments that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the aggregate rent reserved hereunder for the unexpired term of this Lease and then aggregate rental value of all equipment for such unexpired term, provided, however, that if any

statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees.

In addition to any remedies provided in this Lease, Lessor shall have all the rights provided to a Lessor under Section 1168 of Title 11 of the United States Code and any successor provisions thereto.

21. Choice of Law: This Lease shall be governed in all respects by the law of the State of Missouri.

22. Miscellaneous: If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Railcar Lease Agreement. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason.

23. Lessee's Option to Purchase: The Lessor hereby grants and the Lessee hereby reserves the option to purchase all or any part of the railcars which are the subject of this lease at any time during the term of this lease or any renewals, or within thirty (30) days of termination of the initial 12 month term of the lease or any renewal thereof. The purchase price shall be as mutually agreed upon by the parties upon exercise of the option, but in the event the parties cannot agree, shall not exceed \$7,500.00 per car. The purchase price shall be evidenced by a promissory note and shall be payable over a five (5) year term in equal monthly installments and shall also be evidenced by a security agreement perfecting a security interest during the payment term in the railcars to be purchased.

The Lessee may exercise this option by giving written notice to the Lessor, certified mail, return receipt requested. The notice shall identify the railcars to be purchased.

AS TO FORM  
*William J. Moran*  
VIA PRESIDENT

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By *W. W. D. 10, 14*

GULF & MISSISSIPPI CORPORATION

By *Charles J. Bryan*

ACKNOWLEDGMENT

RECORDATION NO. \_\_\_\_\_ Filed 1425

AUG 18 1987 -3 25 PM  
INTERSTATE COMMERCE COMMISSION

STATE OF Mississippi  
COUNTY OF Lauderdale ss.

On the 23<sup>rd</sup> day of June, 1987, before me personally appeared Charles J. Bryan, to me personally known, who being by me duly sworn, says that he is the President of Gulf & Mississippi Corporation, that the seal 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Edwin M. Cantel  
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 24th 1990

ACKNOWLEDGMENT

STATE OF Missouri  
COUNTY OF Jackson ss.

On the 6<sup>th</sup> day of July, 1987, before me personally appeared W. N. Deramus IV, to me personally known, who being by me duly sworn, says that he is the President of The Kansas City Southern Railway Company, that the seal affixed to the foregoing instrument is the

corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said company.

[SEAL]

G. B. Niedermeier  
NOTARY PUBLIC

My Commission Expires:

G. B. NIEDERMEYER  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires May 29, 1991.

**EXHIBIT A**

The Kansas City Southern Railway Company hereby leases the following railcars pursuant to that certain Lease Agreement dated as of June 1, 1987.

A.A.R. Mech. Design	Description	Length	Dimensions Inside Width	Height	No. of Cars
HTS	70 Ton Wood Hoppers	40' 8"	10' 4"	12' 8"	207

**CAR MARKINGS**

GMSR 4902	GMSR 501646	GMSR 501212	GMSR 500429	GMSR 4825
500381	500534	4882	4878	502570
502456	4865	501689	501301	4868
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502090	501514	501395	500062	502693
501018	4909	501182	5589	500585
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4812	501557	502952	501573	501617
4864	501034	4857	501271	502766
500755	5626	501727	5594	500097
501549	5688	4872	500313	4862
500411	4843	502782	4818	502502
5583	4813	5630	501760	502910
4835	4904	500909	501361	4806
4873	5578	502367	4867	502057
501981	5568	5576	4888	4803
500241	502286	502448	4886	501930

CAR MARKINGS (Cont'd.)

GMSR 500119	GMSR 4841	GMSR 502961
4908	501913	502006
502073	501280	5565
5560	500950	501077
5616	4826	501905
500151	5587	501867
4874	4829	502402
500402	502421	502235
4859	500232	5669
502731	5620	502031
502022	500861	500186
502634	500127	500216
500259	4808	500569
4810	501352	502391
4852	501492	5571
5586	4811	501387
500551	502898	500321
5603	502294	5561
5555	502383	5588
4863	4911	5643
501166	4917	4883
501590	500348	502723
4817	502928	4828
4890	4898	4839

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By

W. N. Jones, IV

Title

President

Date

6/24/87

GULF & MISSISSIPPI CORPORATION

By

Charles J. Bryan

Title

President & CEO

Date

June 23, 1987