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LAW OFFICES

MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

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FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET
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ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

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WASHINGTON, D.C. 20005-2001

JOHN A. STALFORT
410-385-3424

March 2, 1994
RECORDATION NO. 18726 LED 1425

MAR 3 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
MAR 3 2 43 PM '94
RECORDATION NO. 18726 FILED 1425

via FEDERAL EXPRESS

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Mildred Lee

Re: Southern Rail Leasing, Inc.

MAR 3 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

Enclosed are one executed original and one notarized copy of the following documents:

Assignment of Lessor's Interest in Leases by Southern Rail Leasing, Inc. (2533 North Carson Street, Carson City, Nevada 89706) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201); and

Railroad Car Lease by and between Southern Rail Leasing (2533 North Carson Street, Carson City, Nevada 89706) and The Kansas City Southern Railway Company (114 West 11th Street, Kansas City, Missouri 64105).

I have also enclosed a check in the amount of \$36.00 for the costs of recordation.

Once these documents have been recorded, please return them to:

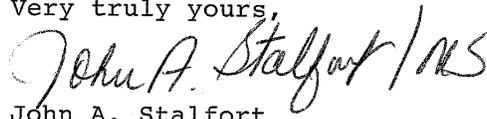
John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street - 9th Floor
Baltimore, Maryland 21202

March 2, 1994
Page 2

MILES & STOCKBRIDGE

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions or require anything further.

Very truly yours,

Handwritten signature of John A. Stalfort in cursive script, including the initials 'MS' at the end.

John A. Stalfort

JAS:mes
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/7/94

OFFICE OF THE SECRETARY

John A Stalfort, Esq.
Miles & Stockbridge

10 Light Street 9th Fl .
Baltimore, Maryland 21202

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 3/3/94 at 2:50pm, and assigned
recordation number(s). 18726 & 18726-A

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RAILROAD CAR LEASE

RECORDATION NO. 18726
FILED 1425
MAR 3 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION

This Lease Agreement ("Agreement") is made as of September 9, 1993 by and between Southern Rail Leasing, a Nevada Corporation, ("Lessor") and The Kansas City Southern Railway Company, ("Lessee").

1. Scope of Agreement:

A. Agreement to Lease: Lessor and Lessee agree to lease the railroad cars described in the schedule(s) (The "Cars"). "Schedule" means any schedule signed by both Lessor and Lessee. "Agreement" shall include this document together with all signed schedules.

B. Schedules Control: The terms of any Schedule shall control as to Cars on such schedule, over any inconsistent terms elsewhere in this Agreement.

2. Term and Delivery:

This Agreement shall remain in full force until terminated as to all Cars on all Schedules. The lease term with respect to any Car shall commence on the date as set forth on the Schedule; and it shall expire on the Expiration Date defined on the applicable Schedule. After the Delivery Date of the Final Car on any Schedule, Lessor shall provide Lessee a certificate (the "Certificate") setting forth the Delivery Date of each Car and the Expiration Date. Each date on each Certificate shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 14 calendar days of receipt by Lessee of such Certificate.

3. Specifications, Transportation Expenses, Replacement and Subscription:

A. Specifications: Car specifications and marks shall be as set forth on the applicable schedule.

B. Transportation Expenses: Transportation expenses for Cars shall be determined by reference to the applicable schedule with respect to such Cars. If nothing is specified on such schedule, then Lessee shall be liable for all expenses and charges for transportation or movement of any Car leased to Lessee.

C. Subscription: Lessee shall for the term of this Agreement subscribe to the Association of American Railroads ("AAR") Car Service and Car Hire Agreements.

4. Acceptance:

Each car shall be deemed accepted unless Lessor is otherwise notified in writing within fourteen (14) days of such Car's delivery to Lessee.

5. Movement to Lessee's Lines:

Each Car shall be promptly moved to Lessee's lines subject to availability of normal transportation. Such movement shall be at the expense of the party specified in the applicable schedule.

6. Maintenance:

A. Definition of Maintenance: "Maintenance" means all repairs, maintenance, replacement of parts and mandated modifications as are needed to keep any Car in good working order and repair, suitable for loading and interchange and in accordance with the Interchange Rules, the Federal Railroad Administration ("FRA") rules and the rules of any other applicable regulatory body.

B. Definition of Interchange Rules: "Interchange Rule" means collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules. Reference herein to the Interchange Rules provides performance standards and criteria for the condition of the Cars and their maintenance and repair. However, as between Lessor and Lessee, the applicable schedule of this Agreement governs who is responsible for performing and paying for the maintenance and repairs.

C. Maintenance by Lessee: Lessee at its expense shall cause Maintenance to be performed in a timely manner. Lessor shall have title to any non-severable replacement parts or additions applied to any Car. Lessee shall have title to any severable additions applied to any Car removed by Lessee prior to the return of such Car.

7. Record Keeping

The party ("Record Keeper") designated on the applicable Schedule shall prepare and file and is hereby authorized to and shall receive and maintain all records and perform all necessary and customary record keeping functions ("Record Keeping") relating to the use of the Cars. This shall include but not be limited to (i) registration of the Cars in the Official Railway Equipment Register and "UMLER" placing ownership marks as provided in the UMLER ownership field; (ii) collection and receipt of revenue, if any; and (iii) compilation of records pertaining to maintenance, repair and billing in accordance with the Interchange Rules and AAR format. All Record Keeping shall be performed separately with respect to each set of reporting marks and shall be maintained in a form suitable for reasonable inspection by the other party from time to time during regular business hours.

8. Insurance:

As long as Lessee is self insured, Lessee agrees to treat Cars leased under this Agreement in a manner substantially identical to equipment owned by it and pursuant to its self insurance program as it may exist from time to time. Lessee will furnish Lessor with a copy of its self insurance program or plan when requested by Lessor.

9. Taxes:

Lessee shall be liable for all taxes or governmental impositions with respect to the Cars. Notwithstanding the foregoing, Lessor shall be liable for all income due with respect to lease payments made pursuant to this Agreement and any Schedule hereunder.

10. Rent:

Lessee shall pay Lessor rent as set forth in each applicable Schedule.

11. Casualty Cars:

A. Casualty While Not In Lessee's Possession: If any Car is destroyed or damaged beyond repair while not in the possession, custody, or control of Lessee or Lessee's agent or shipper and such destruction or damage of a Car has been reported in conformance with the Interchange Rules, such Car will be removed from the rental calculations effective the day of the month during which such damage or destruction occurred. Lessor shall be entitled to all casualty proceeds from the Car.

B. Casualty While In Lessee's Possession: If any Car, while in the possession, custody or control of Lessee or Lessee's agent or shipper, is destroyed or damaged to the extent that such damage exceeds the Depreciated Value ("DV") as provided in the Interchange Rules for such Car, Lessee shall promptly notify Lessor in writing of such damage or destruction and shall remit to Lessor in accordance with the Interchange Rules an amount equal to the DV of such Car within the earlier of (i) 30 days of such receipt of an invoice from Lessor or (ii) 90 days of the damage or destruction date. Such Car shall remain subject to the terms of this Agreement, including the rental terms, until the date on which Lessor receives all amounts due to it hereunder. Upon payment by Lessee in accordance with this provision, Lessor will transfer to Lessee all its right, title and interest to such damaged or destroyed Car.

C. Substitution of Car: Lessor may, at its expense, replace any such destroyed Car with similar equipment upon prior written notice to Lessee.

12. Possession and Use:

A. Use: Provided that the Quiet Use and Enjoyment specified in this Paragraph 12, Section E, below is protected, Lessee acknowledges that this Agreement and Lessee's rights are subject and subordinate to the rights and remedies of any lender, owner or other party which finances the Cars. Financing agreements between such parties and Lessor determine whether the Cars may be used in Canada or Mexico. Consequently, no use greater than temporary or incidental may be made of the Cars in Canada and no use may be made in Mexico unless the applicable schedule so provides for such use or Lessor has otherwise given prior written consent. The Cars may not be used in unit train

service (other than incidentally) unless an applicable schedule provides otherwise.

B. Compliance: Lessee agrees that while Cars are in Lessee's possession, custody or control, the Cars shall be used in compliance with all applicable laws, regulations and AAR rules.

C. Marks to Show Ownership or Security Interests: Lessee shall mark Cars with its reporting marks at its expense unless otherwise noted on the Schedule. Lessor may mark cars to indicate rights of Lessor or of any financing party. Lessee shall not change any reporting mark or remove or change any of Lessor's lettering without written consent of Lessor.

D. Lessee Liens: Except for liens on Lessee's leasehold interest held by Lessee's current lenders, Lessee shall not directly or indirectly allow to exist encumbrances of any kind or with regard to any Cars or this Agreement arising by, through or under it except those created for the benefit of Lessor or any financing party.

E. Quiet Enjoyment: Lessor agrees that, so long as no event of default has occurred or is continuing, Lessor shall not take or cause to be taken any action inconsistent with the Lessee's rights under this Lease or otherwise through its own actions interfere with or interrupt the quiet enjoyment of the use, operation and possession of any Car by Lessee or any permitted assignee, transferee or Sublessee.

13. Default:

A. Events of Default: The occurrence of any of the following events shall be an Event of Default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within 30 days after the date such payment is due;

(ii) The breach by Lessee of any other term or condition of this Agreement which is not cured within 30 days after notice, in writing, of such breach;

(iii) the making by Lessee of a general assignment for the benefit of creditors, or the failure to pay, or the making of a statement that it is unable to pay, or that it is unable to pay its debts generally as they become due.

(iv) In the event that the Lessee becomes the debtor in a bankruptcy proceeding (including Chapter 11), the failure of Lessee to assume this Agreement within 90 days of the commencement of the case.

B. Lessor Remedies: Upon the occurrence of any Event of Default, Lessor at its option may exercise any or all of the following rights and remedies and any additional rights and remedies permitted by law (none of which shall be exclusive), and the prevailing party shall be entitled to recover all its costs and expenses, including attorney fees, in enforcing its rights and remedies:

- (i) Terminate this Agreement and recover damages; and/or
- (ii) proceed by any lawful means to enforce performance by Lessee of this Agreement and/or to recover damages for any breach thereof; and/or
- (iii) by notice in writing to Lessee, terminate Lessee's right to possession and use of some or all of the Cars, whereupon all right and interest of Lessee in such Cars shall terminate; thereupon Lessee shall at its expense promptly return such Cars to Lessor at such place as Lessor shall designate and in the condition required as provided in the Section captioned "Expiration or Other Termination;" or if Lessee does not so promptly return the Cars on demand, Lessor may enter upon any premises where the Cars may be located and take possession of such Cars free from any right of Lessee. If such cars are repossessed by Lessor, Lessee shall pay to Lessor all rental amounts which under the terms of this Agreement may then be due with respect to terminated Cars. The possession of the Cars shall not bar Lessor from seeking any other damages which may be due. All future rent with respect such terminated Cars shall end upon their repossession.

14. Expiration or Other Termination:

A. Return of Cars: Upon the expiration or other termination of this Agreement with respect to any Car on any Schedule, Lessee shall return such Car to Lessor at such interchange point on Lessee's lines as designated by Lessor (the "Return Location"), or if applicable, in accordance with Section 14 B (iii). Lessee shall bear any transportation costs incurred in moving any Car to the Return Location. If Lessor so requests, Lessee shall use best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.

B. Condition Upon Return: Except for normal wear and tear, each Car shall be returned to lessor (i) in as good condition, order and repair as when delivered to Lessee; (ii) in interchange condition in accordance with AAR and FRA rules and regulations, interchange condition to include the replacement of missing materials and the correction of wrong repairs and items listed in the Interchange Rules as "cause for renewal" and "cause for attention"; (iii) free of any and all Rule 95 damage; (iv) suitable for loading of the commodities allowed in the applicable Schedule; and (v) free from all accumulations of deposits from commodities transported in or on it while in the service of Lessee.

C. Storage: Lessee shall, at Lessor's option, provide up to 90 days free storage on its lines for any Car which is either on Lessee's lines at expiration or other termination or is subsequently returned to Lessee's lines. During such time of free storage, Lessee shall be held free from any liability for such Cars.

D. Holdover Rent: Except for Cars stored pursuant to Section 14 (C), Until any Car is returned to the Return Location, Lessee shall continue to pay rent for such Car. If Lessor requests in writing the return of any Car and Lessee fails to use best efforts to return such Car, Lessee upon written notice from Lessor shall pay rent on a monthly basis in an amount equal to 150% of the rent set forth in the schedule and shall in addition make all other payments and keep all obligations required of Lessee under this Agreement as though such expiration or other termination had not occurred. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or other termination of this Agreement with respect to such Car.

E. Remarking: Lessor shall bear all reasonable costs associated with remarking each Car at a facility mutually selected by the parties.

F. Return of Records: Lessee shall return to Lessor all Record Keeping records including the then current AAR UMLER format for hard copy records. Lessee shall continue to allow (at no burden or expense to Lessee) the Cars to be registered in UMLER until the Cars are remarked.

G. Inspection: Lessor may inspect any Car which is returned to it, within a reasonable time after such return. Lessee shall be entitled to participate in any such inspection. Lessee agrees to pay Lessor within 30 days of receipt of an invoice for repairs, replacements and cleaning for which Lessee is responsible.

15. Indemnities:

Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys fees) with respect to the Cars, which are occasioned by the fault of Lessee, or would be the Lessee's responsibility as the "handling carrier" under the Interchange Rules and Car Hire Rules if the Cars were not bearing Lessee's reporting marks. The indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.

16. Miscellaneous:

A. No Assignment or Sublease without Lessor Consent: This Agreement shall be binding upon and shall inure to the benefit of the parties, hereto and their respective successors and assigns; **PROVIDED HOWEVER, THAT LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD) PLEDGE OR ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATION HEREUNDER OR SUBLEASE OR ASSIGN ANY CARS TO ANY PARTY.** With respect to any Cars, any assignment to another carrier for employment and use comparable to that

of Lessee shall be presumed to be reasonable. Any purported assignment or sublease in violation hereof shall be void. This Section shall not prohibit Lessee from engaging in the practice commonly known in the railroad industry as assigning cars to a shipper on Lessee's lines.

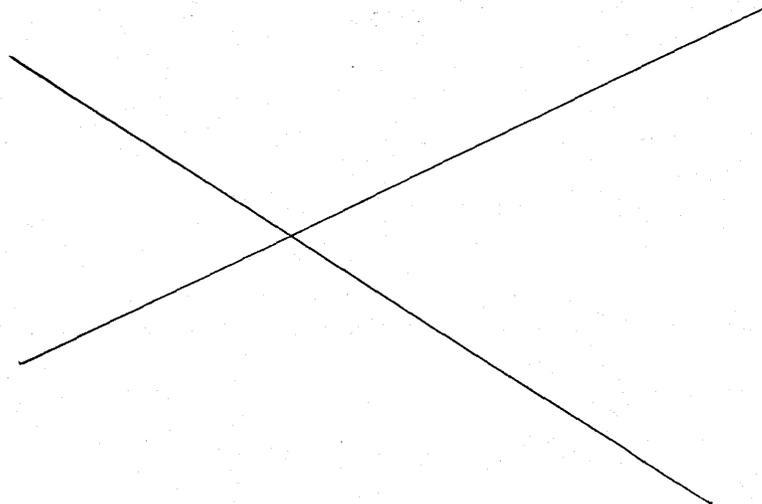
B. Assignment by Lessor: All rights and obligations of Lessor under this Agreement, and Lessor's interest in the Cars and in the rents, may be assigned, pledged or transferred in whole or in part without notice to or consent by Lessee.

C. Additional Documents: Both parties agree to execute the documents contemplated by this transaction and such other documents consistent with this lease as may be reasonably required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars.

D. No Waiver: No delay, waiver, indulgence or partial exercise by either Lessee or Lessor of any right, power or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

E. Financial Information: Upon request of Lessor, Lessee shall promptly furnish to Lessor an annual report or audited financial statements of KCS, Inc., together with unaudited interim statements together with any other financial information reasonably requested.

F. No Warranties: Lessor's obligations with respect to the Cars are expressly limited to those set forth in this Agreement and LESSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CAR.



G. Notices: Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy, facsimile or deposited in United States Mail, registered or certified, postage prepaid, addressed to:

Lessor:

Southern Rail Leasing
2533 North Carson Street
Carson City, Nevada, 89706

with a copy to

Southern Rail Leasing Attention: Marketing
1448 Brookcliff Dr.
Marietta, GA. 30062

Lessee:

The Kansas City Southern Railway Company
Director-Fleet Utilization
114 West 11th Street
Kansas City, MO. 64105

or to such other addresses as Lessor and Lessee may from time to time designate.

H. Applicable Law: The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Nevada, without regard to Nevada's choice of law doctrine. This Agreement is deemed made upon execution hereof by Lessee and by a representative from Lessor's marketing office followed by posting of Lessee's signed copy to Lessor's office in the State of Nevada for countersignature and countersignature thereof.

I. Survival: The obligations of the parties shall survive the expiration or other termination of this Agreement.

J. Entire Agreement: This Agreement represents the entire agreement; and it may not be modified, altered or amended except by agreement in writing signed by the parties.

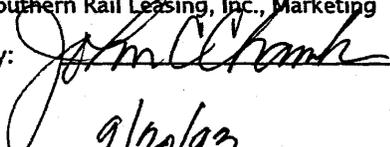
K. Counterparts: This Agreement and any Schedule hereunder may be executed in any number of counterparts, and such counterparts together shall constitute one contract.

L. Days: All references to days shall mean calendar days and not business days.

M. Section Headings: The captions and section headings are for the convenience and reference of the parties and are not to be construed as a part of the agreement of the parties constituting this Agreement.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the Corporation, the foregoing is true and correct and that this Agreement was executed on the date indicated.

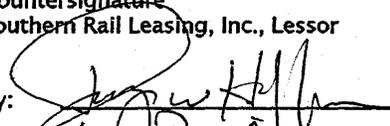
Southern Rail Leasing, Inc., Marketing

By: 
Date: 9/20/93

The Kansas City Southern Railway Company

By: 
Title: C.O.O.
Date: 9/17/93

Countersignature
Southern Rail Leasing, Inc., Lessor

By: 
Title: Vice President
Date: 9/21/93

APPROVED AS TO FORM

R.P. Brey by JMN

Schedule Number 1

This Schedule Number 1 ("Schedule") to that certain Lease Agreement, ("Agreement") of September 9, 1993 between Southern Rail Leasing, Inc. as lessor ("Lessor") and The Kansas City Southern Railway Company, as lessee ("Lessee") is made as of this 9th day of September, 1993 between Lessor and Lessee.

Lessee and Lessor agree as follows:

1. All terms of the Agreement shall have the meanings defined therein when used in this Schedule except that the term "Cars" shall refer only to the equipment described in this schedule.

2. Lessor hereby leases the following Cars to Lessee:

50 Cars, Steel floor and body gondolas, 100 Ton roller bearing trucks, 52'6" interior length, 4'6" body height

Car numbers are as follows:

Remark numbers to be supplied by Lessee by separate cover. Cars to be drawn from the current SBD/CSXT 480000 and LN 170000 series as set forth in the attached exhibit A, attached hereto and incorporated herein by reference.

3. The term of the lease shall be deemed to have commenced on either the 60th day after the delivery of the first Car or the day of delivery of the last Car after completion of the remedial work specified in Paragraph 6 of this addendum, whichever date shall first occur ("Lease Commencement Date"). The lease shall continue as to all of the Cars described in this schedule through the last day of the 60th month following such commencement date. Notwithstanding the foregoing Lessee shall have the following limited rights to terminate its lease with respect to a portion of the Cars leased pursuant to this Schedule:

At the end of the 24th month following the Lease Commencement Date, Lessee may return 12 Cars to Lessor, upon at least 90 days written notice and accompanied by the payment of _____ per car; and at the end of the 36th month following the Lease Commencement Date, Lessee may return up to 25 Cars to Lessor (but not to exceed a total of 25 Cars overall), upon at least 90 days written notice and accompanied by the payment of _____ per car; and at the end of the 48th month following the Lease Commencement Date, Lessee may return 37 Cars to Lessor (but not to exceed a total of 37 Cars overall), upon at least 90 days written notice and accompanied by the payment of _____ per car.

4. The date for commencement of payment of rent with respect to each Car ("Rental Commencement Date") shall be the date of delivery. The rental shall be a fixed amount of _____ per month per Car from the Rent Commencement Date through and including the Expiration Date, subject to provisions of the lease relating to holdover. Rent shall be paid on the first of each month, in advance. Any rent attributable to the period between delivery of a Car and the first of the month shall be pro-rated and paid with the first payment due with respect to such Car.

5. Other than the reconditioning provided for in Paragraph 7, Lessee shall have the maintenance and repair obligation with respect to the Cars leased pursuant to this schedule.
6. The Cars shall be used as maintenance of way Cars and shall be delivered for such purpose. The obligation of Lessee for the condition of the Cars upon their return to Lessor shall reflect the strenuous demands of such service and the nature and amount of reconditioning work performed by Lessor on the Cars (as provided in Paragraph 7, below). The Cars shall be in interchangeable condition when returned to Lessor upon termination of the lease. The condition of the Car body shall be comparable to the condition of such Cars upon delivery to Lessee at the commencement of the term herein, as set forth in Paragraph 7, below.

Notwithstanding the foregoing, Lessee may use the Cars for any alternative use it determines. Notwithstanding any provision in the lease to the contrary, the Cars may be interchanged to any location in North America, including Canada and Mexico without further consent of Lessee.

7. Lessee has heretofore inspected the series of cars from which the actual Cars are to be delivered. Lessor shall perform the following reconditioning work on the cars so that they are suitable for use as maintenance of way Cars:
 - A. Car body end chords, end sheets and corners to be straightened and repaired. Ends to be straightened to within 2" of original specifications.
 - B. Significant cuts and holes to side sheets and floor sheets to be repaired. Cuts and holes large enough for loose tie plates to fall through shall be deemed significant.
 - C. Loose debris shall be removed.
 - D. Safety appliances and running gear shall meet interchange requirements.
 - E. Top side chords shall be within 6" of original specification.
 - F. Cars shall be remarked.

Lessee's obligation hereunder is contingent upon the satisfactory performance by Lessor of the above reconditioning work. Lessor shall prepare a sample car for inspection by Lessee. In the event that such sample Car does not meet Lessee's reasonable specifications, Lessee shall notify Lessor of such deficiencies. If Lessor is unable to reasonably cure such deficiencies within 10 days, then Lessee may terminate the lease for the Cars specified herein without further obligation. Upon execution of this Schedule, Lessee will order shipment of the Cars to a shop of Lessor's choice. The sample Car will be available for inspection within 5 working days of its arrival at such shop. After the approval of such sample Car the remaining Cars will be promptly worked until completion at the rate of at least five Cars per week. All remedial work shall be performed so that all Cars meet or exceed the condition of the sample Car.

8. The Cars shall be delivered without cost to Lessee to interchange with SouthRail at Birmingham, AL. Thereafter, if the remedial work has not been completed with respect to the Cars, Lessee shall transport the Cars to such shop(s) located on Lessee's lines, including those of MidSouth Corp., as may be specified by Lessor for performance of the remedial work specified in Paragraph 6, above.

Upon termination of this lease with respect to any Car (or upon expiration of the storage period described in Paragraph 14 C of the Lease, Lessee shall transport such Cars to any interchange point of Lessee lines specified by Lessor in accordance with the terms of the Lease.

9. The Record Keeper designated in Paragraph 7 is Lessee.
10. Notwithstanding Paragraph 12 (C) of the lease, with respect to the equipment described on this schedule, the Cars will be stenciled with Lessee's reporting marks prior to movement to Lessee for delivery. This will be performed at Lessor's expense.
11. Except as expressly modified by this Schedule, with respect to these Cars, all terms and conditions of the Agreement shall remain in full force and effect.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the Corporation, the foregoing is true and correct and that this Agreement was executed on the date indicated.

Southern Rail Leasing, Inc., Marketing

The Kansas City Southern Railway Company

By: *John A. Chomk*

By: *J. P. B...*

Title: C.O.O.

Date: 9/20/93

Date: 9/17/93

Countersignature
Southern Rail Leasing, Inc., Lessor

By: *John A. Chomk*

Title: *VP President*

Date: 9/21/93

APPROVED AS TO FORM

R.P. B...

Exhibit A

This document is an exhibit to Schedule 1, dated September 1, 1993

Current Car Numbers of the Cars

LN	176006	SBD	480088
	176008		480132
	176012		480154
	176052		480223
	176057		480240
	176067		480260
	176105		480262
	176147		480288
	176166		480299
	176254		480329
	176262		480345
	176302		480347
	176315		480390
	176379		480402
	176530		480469
	176554		480489
	176621		480496
	176682		480497
			480521
CSX1	480227		480532
	480293		480544
	480500		480605
	480617		480646
			480652
			480653
			480674
			480678
			480699

RECORDATION NO. 18726 FILED 1425

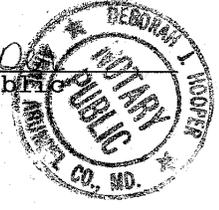
MAR 3 1994-2 50 PM

INTERSTATE COMMERCE COMMISSION

I HEREBY CERTIFY that the attached Railroad Car Lease is a true and complete copy of said Railroad Car Lease.

AS WITNESS my hand and Notarial Seal.

Deborah J. Hooper
Notary Public



My Commission Expires: 7-27-94