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WASHINGTON, D.C.

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ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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September 2, 1994

RECORDATION NO. 17957 - ECF FILED 1994

SEP 2 1994 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) duly executed copies each of Exhibit A-3 to Equipment Leasing Agreement, dated September 2, 1994, and Exhibit B to Equipment Leasing Agreement (Lease Supplement No. 3) dated September 2, 1994, both secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Equipment Leasing Agreement, dated as of September 30, 1992, which was duly filed with the Commission under Recordation Number 17957.

The names and addresses of the parties to the enclosed document are:

Lessor	:	NationsBanc Leasing Corporation 2059 Northlake Parkway, 2 North Tucker, Georgia 30084
Lessee	:	The Kansas City Southern Railway Company (successor by merger to Tennrail Corporation) 114 W. 11th Street San Francisco, California 64105

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OFFICE OF THE
SECRETARY

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A-3 attached to Exhibit A-3.

E. M. Lewis

Mr. Vernon A. Williams
September 2, 1994
Page 2

Also enclosed is a check in the amount of \$36.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

EXHIBIT B TO EQUIPMENT LEASING AGREEMENT

SEP 2 1994 - 11 35 AM

LEASE SUPPLEMENT NO. 3

INTESTATE COMMERCE COMMISSION

This Lease Supplement is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of September 30, 1992 and the Related Exhibit A-3 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease"). The Kansas City Southern Railway Company, as successor through merger to the rights and obligations of TennRail Corporation under the Lease, hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, and delivered to Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item, and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for Lessee's purposes, has been installed to Lessee's satisfaction, and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease on the date hereof. Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term of each such Item commences on the date hereof and that such date is the Acceptance Date thereof; and that the Acquisition Cost, Interim Term, Basic Term Commencement Date, Basic Term, Interim Rent, Basic Rent and Related Exhibit A for all Items of Equipment covered by this Lease Supplement are as set forth below. Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms the acknowledgments and agreements in Section 8 of the Lease and certifies that the representations and warranties set forth in Section 22 of the Lease and in any related certificate delivered to Lessor are true and correct as to The Kansas City Southern Railway Company on the date hereof. All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease, except that "Lessee" shall be The Kansas City Southern Railway Company.

1. Description of Item(s) of Equipment (include make, model, serial number and quantity):

Each of the single 10' sliding replacement doors, together with all related materials, installed on each of the 52 used 70 ton, 50'6" boxcars manufactured by Berwick or Pullman and identified on Schedule A-3 to the Related Exhibit A-3

2. Acquisition Cost: \$286,130

3. Interim Term: Commencing on date hereof and ending on September 3, 1994.

4. Basic Term Commencement Date: September 4, 1994.

5. Basic Term: One Hundred Twenty-Four (124) months, commencing on Basic Term Commencement Date and ending on January 3, 2005.

6. Interim Rent for Interim Term: \$216.32 (plus applicable sales/use tax) and payable on September 4, 1994.

7. Basic Rent payable during Basic Term: \$3,246.43 (plus applicable sales/use tax) payable on each Rent Payment Date in advance during Basic Term, commencing on September 4, 1994.

8. Related Exhibit A: Exhibit A-3 to the Lease.

9. Representation by Lessee: Lessee represents and warrants that it has not sold, transferred or assigned its rights in, or granted a security interest in the Lease, the Equipment (except for Permitted Liens) or the Services Agreement Collateral (as such term is defined in the Collateral Assignment).

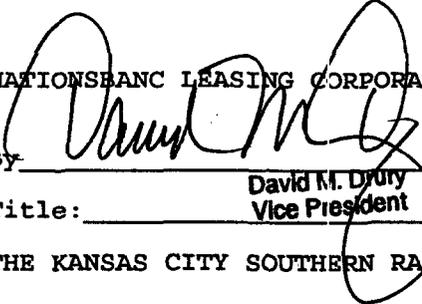
10. Disclaimer of Title: Lessee hereby acknowledges that pursuant to Section 12 of the Lease, the Door Modifications are the sole and exclusive property of Lessor, and to the extent, if any, that Lessee or TennRail has or had acquired any right, title or interest in or to the Door Modifications, or any part thereof, Lessee hereby releases, remises and forever quitclaims unto Lessor all of such right, title and interest in and to the Door Modifications, together with all the rents, issues and profits thereof, to have and to hold such Door Modifications and all such rents, issues and profits unto the Lessor and its successors and assigns forever. The foregoing transfer of title, if any, is made without warranty by Lessee to Lessor.

11. Certain of the boxcars that constitute Items of Equipment have been renumbered as set forth on Schedule A-3 to Exhibit A-3 to the Lease.

Dated: September 2, 1994.

COUNTERPART NO. 8 OF 8
SERIALLY NUMBERED MANUALLY EXECUTED
COUNTERPARTS. TO THE EXTENT, IF ANY,
THAT THIS DOCUMENT CONSTITUTES
CHATTEL PAPER UNDER THE UNIFORM
COMMERCIAL CODE, NO SECURITY INTEREST
IN THIS DOCUMENT MAY BE CREATED
THROUGH THE TRANSFER AND POSSESSION
OF ANY COUNTERPART OTHER THAN
COUNTERPART NO. 1.

NATIONSBANC LEASING CORPORATION
(Lessor)

By 

Title: David M. Drury
Vice President

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
(Lessee)

By _____

Title: _____

AFFIRMATION OF LEASE SUPPLEMENT

THIS AFFIRMATION OF LEASE SUPPLEMENT dated this 2nd day of September, 1994, relates to that certain Exhibit B (Lease Supplement No. 2) dated March 25, 1994 (the "Lease Supplement") to the Equipment Leasing Agreement (the "Lease") dated as of September 30, 1992, by and between NATIONSBANC LEASING CORPORATION, as Lessor ("Lessor"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, as successor Lessee ("Lessee").

WHEREAS, Lessor and Lessee desire to reaffirm their obligations pursuant to the Lease Supplement and pursuant to Exhibit A-2 to the Lease ("Exhibit A-2"), which was executed and delivered by the parties in connection with the Lease Supplement;

NOW, THEREFORE, intending to be legally bound, Lessor and Lessee hereby agree as follows:

1. Each of Lessor and Lessee hereby expressly acknowledges and reaffirms its respective obligations under Lease Supplement No. 2, a copy of which is attached hereto as Appendix I, and under Exhibit A-2, together with Schedule A-2, the Schedule of Casualty Loss Values and the Schedule of Tax Assumptions accompanying Exhibit A-2, copies of which are attached hereto as Appendix II.

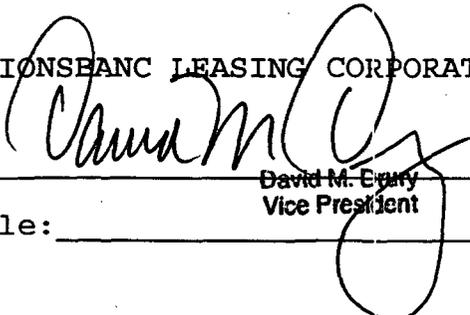
WITNESS the due execution hereof as of the day first above written.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____

Title: _____

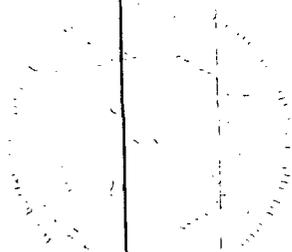
NATIONSBANC LEASING CORPORATION

By:  _____
David M. Egan
Vice President

Title: _____

STATE OF GEORGIA)
)
) ss:
COUNTY OF DEKALB)

On this _____ day of September 1994, before me personally appeared David M. Drury, to me personally known, who being by me duly sworn, says that he is the Vice President of NationsBanc Leasing Corporation and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of said instrument was the free act and deed of said corporation.



Theresa C. Miller

Notary Public

(SEAL)

My Commission expires:
Notary Public, Cobb County, Georgia
My Commission Expires January 23, 1998

EXHIBIT B TO EQUIPMENT LEASING AGREEMENT

LEASE SUPPLEMENT NO. 3

This Lease Supplement is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of September 30, 1992 and the Related Exhibit A-3 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease"). The Kansas City Southern Railway Company, as successor through merger to the rights and obligations of TennRail Corporation under the Lease, hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, and delivered to Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item, and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for Lessee's purposes, has been installed to Lessee's satisfaction, and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease on the date hereof. Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term of each such Item commences on the date hereof and that such date is the Acceptance Date thereof; and that the Acquisition Cost, Interim Term, Basic Term Commencement Date, Basic Term, Interim Rent, Basic Rent and Related Exhibit A for all Items of Equipment covered by this Lease Supplement are as set forth below. Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms the acknowledgments and agreements in Section 8 of the Lease and certifies that the representations and warranties set forth in Section 22 of the Lease and in any related certificate delivered to Lessor are true and correct as to The Kansas City Southern Railway Company on the date hereof. All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease, except that "Lessee" shall be The Kansas City Southern Railway Company.

1. Description of Item(s) of Equipment (include make, model, serial number and quantity):

Each of the single 10' sliding replacement doors, together with all related materials, installed on each of the 52 used 70 ton, 50'6" boxcars manufactured by Berwick or Pullman and identified on Schedule A-3 to the Related Exhibit A-3

2. Acquisition Cost: \$286,130
3. Interim Term: Commencing on date hereof and ending on September 3, 1994.
4. Basic Term Commencement Date: September 4, 1994.
5. Basic Term: One Hundred Twenty-Four (124) months, commencing on Basic Term Commencement Date and ending on January 3, 2005.
6. Interim Rent for Interim Term: \$216.32 (plus applicable sales/use tax) and payable on September 4, 1994.
7. Basic Rent payable during Basic Term: \$3,246.43 (plus applicable sales/use tax) payable on each Rent Payment Date in advance during Basic Term, commencing on September 4, 1994.
8. Related Exhibit A: Exhibit A-3 to the Lease.
9. Representation by Lessee: Lessee represents and warrants that it has not sold, transferred or assigned its rights in, or granted a security interest in the Lease, the Equipment (except for Permitted Liens) or the Services Agreement Collateral (as such term is defined in the Collateral Assignment).
10. Disclaimer of Title: Lessee hereby acknowledges that pursuant to Section 12 of the Lease, the Door Modifications are the sole and exclusive property of Lessor, and to the extent, if any, that Lessee or TennRail has or had acquired any right, title or interest in or to the Door Modifications, or any part thereof, Lessee hereby releases, remises and forever quitclaims unto Lessor all of such right, title and interest in and to the Door Modifications, together with all the rents, issues and profits thereof, to have and to hold such Door Modifications and all such rents, issues and profits unto the Lessor and its successors and assigns forever. The foregoing transfer of title, if any, is made without warranty by Lessee to Lessor.

11. Certain of the boxcars that constitute Items of Equipment have been renumbered as set forth on Schedule A-3 to Exhibit A-3 to the Lease.

Dated: September 2, 1994.

COUNTERPART NO. 8 OF 8
SERIALLY NUMBERED MANUALLY EXECUTED
COUNTERPARTS. TO THE EXTENT, IF ANY,
THAT THIS DOCUMENT CONSTITUTES
CHattel PAPER UNDER THE UNIFORM
COMMERCIAL CODE, NO SECURITY INTEREST
IN THIS DOCUMENT MAY BE CREATED
THROUGH THE TRANSFER AND POSSESSION
OF ANY COUNTERPART OTHER THAN
COUNTERPART NO. 1.

NATIONSBANC LEASING CORPORATION
(Lessor)

By _____

Title: _____

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
(Lessee)

By John A. Smith

Title: Vice President & Controller

APPROVED AS TO FORM

N.P. By [Signature]

AFFIRMATION OF LEASE SUPPLEMENT

THIS AFFIRMATION OF LEASE SUPPLEMENT dated this 2nd day of September, 1994, relates to that certain Exhibit B (Lease Supplement No. 2) dated March 25, 1994 (the "Lease Supplement") to the Equipment Leasing Agreement (the "Lease") dated as of September 30, 1992, by and between NATIONSBANC LEASING CORPORATION, as Lessor ("Lessor"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, as successor Lessee ("Lessee").

WHEREAS, Lessor and Lessee desire to reaffirm their obligations pursuant to the Lease Supplement and pursuant to Exhibit A-2 to the Lease ("Exhibit A-2"), which was executed and delivered by the parties in connection with the Lease Supplement;

NOW, THEREFORE, intending to be legally bound, Lessor and Lessee hereby agree as follows:

1. Each of Lessor and Lessee hereby expressly acknowledges and reaffirms its respective obligations under Lease Supplement No. 2, a copy of which is attached hereto as Appendix I, and under Exhibit A-2, together with Schedule A-2, the Schedule of Casualty Loss Values and the Schedule of Tax Assumptions accompanying Exhibit A-2, copies of which are attached hereto as Appendix II.

WITNESS the due execution hereof as of the day first above written.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: John A. Smith

Title: Vice President & Controller

NATIONSBANC LEASING CORPORATION

By: _____

Title: _____

APPROVED AS TO FORM

M.P. Bry

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss:

On this 1st day of September 1994, before me personally appeared John A. Scott, to me personally known, who being by me duly sworn, says that he is the Vice President & Comptroller of The Kansas City Southern Railway Company and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of said instrument was the free act and deed of said corporation.

Ruby A. Jones
Notary Public

(SEAL)

My Commission expires:

RUBY A. JONES
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires July 30, 1996