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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN L. LESTER

17957-7 (19)

June 14, 1995

Jun 15 1995 10:40 AM

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

RECEIVED
OFFICE OF THE
SECRETARY
JUN 15 10 34 AM '95
LICENSING BRANCH

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-5 to Equipment Leasing Agreement, dated June 15, 1995, and Exhibit B to Equipment Leasing Agreement (Lease Supplement No. 5) dated June 15, 1995, both secondary documents 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 documents 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 94105

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A-5 attached to Exhibit A-5.

Clayton Parks - file

Mr. Vernon A. Williams
June 14, 1995
Page 2

Also enclosed is a check in the amount of \$42.00 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,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

EXHIBIT B TO EQUIPMENT LEASING AGREEMENT

LEASE SUPPLEMENT NO. 5

RECORDATION NO. 17957-5 FILED 1995

JUN 15 1995 10 40 AM

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-5 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 24 used 70 ton, 50'6" boxcars manufactured by Berwick or Pullman and identified on Schedule A-5 to the Related Exhibit A-5

2. Acquisition Cost: \$132,060.00

3. Interim Term: Commencing on date hereof and ending on July 3, 1995.

4. Basic Term Commencement Date: July 4, 1995.

5. Basic Term: One Hundred Fourteen (114) months, commencing on Basic Term Commencement Date and ending on January 3, 2005.

6. Interim Rent for Interim Term: \$1,036.28 (plus applicable sales/use tax) and payable on July 4, 1995.

7. Basic Rent payable during Basic Term: \$1,635.17 (plus applicable sales/use tax) payable on each Rent Payment Date in advance during Basic Term, commencing on July 4, 1995.

8. Related Exhibit A: Exhibit A-5 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).

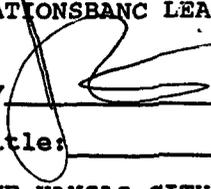
10. Disclaimer of Title: Lessee hereby acknowledges that pursuant to Section 12 of the Lease, the Door Modifications are the sole and exclusive property of Lessor, and to the extent, if any, that Lessee or TennRail Corporation has or had acquired any right, title or interest in or to the Door Modifications, 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-5 to Exhibit A-5 to the Lease.

Dated: June 15, 1995

COUNTERPART NO. 7 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  James R. Bates
Title: Assistant Vice President

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
(Lessee)

By _____

Title: _____

11. Certain of the boxcars that constitute Items of Equipment have been renumbered as set forth on Schedule A-5 to Exhibit A-5 to the Lease.

Dated: June 15, 1995

COUNTERPART NO. _____ OF _____
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 Phillip S. Brown

Title: Vice President & Asst. General Counsel

APPROVED AS TO FORM

W.P. Byrd

STATE OF GEORGIA)
)
COUNTY OF DEKALB) ss:

On this 13 day of June 1995, before me personally
appeared James R Bates, to me personally known,
who being by me duly sworn, says that he is the
AVP 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 Culm

Notary Public

(SEAL)

My Commission expires:
Notary Public, Cobb County, Georgia
My Commission Expires January 26, 1998

STATE OF MISSOURI)
)
COUNTY OF JACKSON) SS:

On this 15th day of June 1995, before me personally appeared Phillip S. Brown, to me personally known, who being by me duly sworn, says that he is the Vice President & Asst. General Counsel 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.


Notary Public

(SEAL)

My Commission Expires:

JULIE A. ROBINSON
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 18, 1998
