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September 30, 2002

VIA FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attn: Ms. Barbara Sadler

RECORDATION NO. 21027-C FILED

OCT 2 - '02 3-15 PM

SURFACE TRANSPORTATION BOARD



Re: Filing of Memorandum of Amendment No. 2 to
Railroad Equipment Lease between Allfirst Bank
And The Kansas City Southern Railway Company
Thirty-Five (35) 100-Ton, Mill Gondolas

Dear Ms. Sadler:

Enclosed for recordation as a secondary document to the Memorandum of Railroad Equipment Lease Agreement dated August 6, 1997, bearing Surface Transportation Board Recordation No. 21027 between Allfirst Bank and The Kansas City Southern Railway Company, pursuant to the provisions of 49 U.S.C. Section 11301(a) is one (1) original and one (1) certified copy of a Memorandum of Amendment No. 1 to Railroad Equipment Lease, dated September 1, 2002, as defined in the Board's Rules for the Recordation of Documents for filing.

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

Lessor: Allfirst Bank
25 South Charles Street
Baltimore, Maryland 21202

Lessee: Kansas City Southern Railway Company
427 West 12th Street
Kansas City, Missouri 64105

A description of the railroad equipment covered by the enclosed documents is:

Thirty-Five (35) 100-ton, mill gondolas, bearing car marks and numbers as listed on Schedule I to Memorandum.

Surface Transportation Board
September 16, 2002
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MILES & STOCKBRIDGE P.C.

A short summary of the document to appear in the index follows:
Memorandum of Amendment No. 1 to Railroad Equipment Lease between Allfirst Bank as Lessor and the Kansas City Southern Railway Company, as Lessee covering Thirty-Five (35) 100-ton, mill gondolas, bearing car marks and numbers as listed on Schedule I to said Memorandum.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board to cover the required recordation fee.

Please kindly return stamped copies of the enclosed document to the undersigned at the above-listed address.

Also, please call (410) 385-3423 to confirm your receipt of the enclosed items.

Very truly yours,



Doti J. Hampton
Legal Assistant

Enclosures

RECORDATION NO. 21027-C FILED

**MEMORANDUM OF AMENDMENT NO. 1
TO RAILROAD EQUIPMENT LEASE**
(Surface Transportation Board)

OCT 2 - '02 3-15 PM

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF AMENDMENT NO. 1 TO RAILROAD EQUIPMENT LEASE (this "Memorandum") dated as of September 1, 2002 is between ALLFIRST BANK (formerly known as The First National Bank of Maryland), a Maryland state chartered commercial bank ("Allfirst") and THE KANSAS CITY SOUTHERN RAILWAY COMPANY (successor to Gateway Western Railway), a Missouri corporation ("KCS").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Allfirst, as successor lessor, has leased the railcars identified on Schedule 1 attached hereto (the "Units") under that certain Railroad Equipment Lease dated as of August 6, 1997 but listed on its cover page and elsewhere as dated "August 7, 1997" (as amended, modified, extended, supplemented, restated and/or replaced from time to time, the "Lease") to KCS, as successor lessee.

B. A Memorandum of Railroad Equipment Lease Agreement dated as of August 7, 1997 was recorded with the Surface Transportation Board on November 25, 1997 under recordation No. 21027.

C. Allfirst and KCS are parties to that certain Amendment No. 1 to Railroad Equipment Lease, dated as of the date hereof, pursuant to which Allfirst has agreed to extend the term of the Lease.

D. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

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SCHEDULE 1

DESCRIPTION OF UNITS

Thirty-five (35), 100-ton, mill gondolas bearing reporting marks and numbers as follows:

GROUP A – REBUILT:

(20) Cars:
GWR 3250-3269, Inclusive

GROUP B – NOT REBUILT:

(15) Cars:
GWR 3201-3215, Inclusive