

Chapman and Cutler LLP

Attorneys at Law · Focused on Finance®

Michael Robson
Partner

111 West Monroe Street
Chicago, Illinois 60603-4080

T 312.845.3000
D 312.845.2991
F 312.701.2361
robson@chapman.com

June 10, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

Re: Kansas City Southern De México, S.A. de C.V.
 Memorandum of Lease Termination

Dear Chief:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two (2) executed copies of the Memorandum of Lease Termination effective as of June 7, 2013 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (KCSM 2007-1), dated as of April 4, 2007 (as amended supplemented or modified to date, the "Lease") by and between Kansas City Southern De México, S.A. de C.V., a corporation incorporated under the laws of Mexico, as lessee (the "Lessee") and High Ridge Leasing LLC, a Delaware limited liability company, as lessor (the "Lessor"), a memorandum of which was recorded with the Surface Transportation Board on April 4, 2007 under recordation number 26908.

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

Lessee Kansas City Southern De México, S.A. de C.V.
 Montes Urales #625
 Col. Lomas de Chapultepec
 C.P., 11000 Mexico, DF
 Attention: Director Jurídico Ejecutivo

Lessor: High Ridge Leasing LLC
 c/o General Electric Railcar Services Corporation
 161 North Clark Street
 Chicago, Illinois, 60601
 United States of America
 Attn: Chief Risk Officer, Rail Services

Chapman and Cutler LLP

The equipment covered as of the date hereof by the aforesaid Memorandum of Lease Termination consists of 30 GE ES44AC Locomotives bearing the reporting marks within the series KCSM 4650 through KCSM 4679.

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

Memorandum of Lease Termination (KCSM 2007-1).

A fee of forty-two dollars (42.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Edward Luria, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

By Michael D. Robson
Michael D. Robson

Enclosure

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION is made as of June 7, 2013 between HIGH RIDGE LEASING LLC, as lessor ("Lessor"), and KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V. (formerly known as Kansas City Southern de Mexico, S. de R.L. de C.V.), a *sociedad anónima de capital variable*, duly organized and validly existing under the laws of Mexico ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Equipment Lease Agreement (KCSM 2007-1), dated as of April 4, 2007 (as amended, supplemented or modified, the "Lease"), related to the lease of those certain locomotives listed on Schedule I attached hereto (the "Locomotives");

WHEREAS, a Memorandum of Lease Agreement dated as of April 4, 2007 with respect to the Locomotives was recorded with the Surface Transportation Board on April 4, 2007 at 4:10 pm under Recordation No. 26908, and deposited in the Office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on April 5, 2007 at 12:19 p.m.; and

WHEREAS, the Lessor and Lessee have terminated the Lease pursuant to that certain Lease Termination Agreement dated as of June 7, 2013 (the "Lease Termination Agreement") on the terms and conditions set forth therein.

Pursuant to the provisions of the Lease Termination Agreement, Lessor and Lessee hereby affirm and acknowledge that:

1. The Lease is terminated effective as of the date hereof with respect to the Locomotives on the terms and conditions set forth in the Lease Termination Agreement. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Termination is not a summary of the Lease Termination Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Termination and the provision of the Lease Termination Agreement, the provisions of the Lease Termination Agreement shall govern and supersede this Memorandum of Lease Termination.

2. This Memorandum of Lease Termination is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a) and is being deposited with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

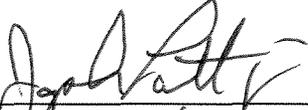
3. This Memorandum of Lease Termination may be executed in any number of counterparts and by different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Termination to be duly executed as of the date hereinabove first written.

HIGH RIDGE LEASING LLC

KANSAS CITY SOUTHERN DE MÉXICO,
S.A. DE C.V.

By: 

By: _____

Name: Joseph LATTANZIO

Name: _____

Title: EVP

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Termination to be duly executed as of the date hereinabove first written.

HIGH RIDGE LEASING LLC

KANSAS CITY SOUTHERN DE MÉXICO,
S.A. DE C.V.

By: _____

By: Michael W Cline

Name: _____

Name: Michael W. Cline

Title: _____

Title: Attorney in fact + Treasurer

SCHEDULE I

Description: GE ES44AC Locomotives

Quantity: 30

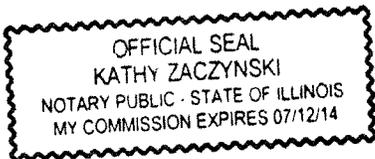
Reporting marks, identifying numbers:

<u>Unit Mark</u>	<u>Unit Mark</u>	<u>Unit Number</u>
1	KCSM	4650
2	KCSM	4651
3	KCSM	4652
4	KCSM	4653
5	KCSM	4654
6	KCSM	4655
7	KCSM	4656
8	KCSM	4657
9	KCSM	4658
10	KCSM	4659
11	KCSM	4660
12	KCSM	4661
13	KCSM	4662
14	KCSM	4663
15	KCSM	4664
16	KCSM	4665
17	KCSM	4666
18	KCSM	4667
19	KCSM	4668
20	KCSM	4669
21	KCSM	4670
22	KCSM	4671
23	KCSM	4672
24	KCSM	4673
25	KCSM	4674
26	KCSM	4675
27	KCSM	4676
28	KCSM	4677
29	KCSM	4678
30	KCSM	4679

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 7th day of June, 2013, before me personally appeared Joseph Lattanzio, to me personally known, who being duly sworn, says that (s)he is E. V. P. of High Ridge Leasing LLC, that said instrument was signed and sealed on behalf of said limited liability company by authority of its Sole Member, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

(NOTARIAL SEAL)



Kathy Zaczynski

STATE OF MISSOURI)
) SS:
COUNTY OF JACKSON)

On this 5th day of June, 2013, before me personally appeared Michael W. Cline, to me personally known, who being duly sworn, says that (s)he is ~~Attorney in fact & Treasurer~~ of Kansas City Southern de México, S.A. de C.V., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

Mary Lynn Villanueva



MARY LYN VILLANUEVA
My Commission Expires
June 3, 2014
Jackson County
Commission #10980837

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6-10-13

Edward M Luria
Edward M. Luria