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OF COUNSEL
PAUL C. SAUNDERS

October 4, 2011

Secretary
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Dear Secretary,

Enclosed for recordation pursuant to Section 11301 of Title 49 of the United States Code are two (2) copies of a Memorandum of the Amended Obligor Pledge Agreement, dated as of September 30, 2011 (the "Memorandum"), a secondary document as defined in the Surface Transportation Board's Rules of the Recordation of Documents. The primary document to which the Memorandum is connected is recorded under Recordation No. 29447.

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

Borrower: Kansas City Southern de México, S.A. de C.V.
Montes Urales #25
Col. Lomas de Chapultepec
11000 México, DF
Attention: Departamento Jurídico

New Collateral Agent
for the Lenders: JPMorgan Chase Bank, N.A.
Loan and Agency Services Group
1111 Fannin, Floor 10
Houston, TX 77002
Attention: Colton Rainey, Jide Williams

The equipment covered as of the date hereof by the Memorandum consists of one hundred eighty (180) locomotives bearing the reporting marks with the following series, all as specifically described in Schedule I attached hereto:

1. KCSM 400- KCSM 403;
2. KCSM 1525 - KCSM 1534;
3. KCSM 1573 - KCSM 1580;
4. KCSM 2050 - KCSM 2099;
5. KCSM 2400 - KCSM 2404;
6. KCSM 2500 - KCSM 2504;
7. KCSM 2650 - KCSM 2651;
8. KCSM 3010 - KCSM 3033;
9. KCSM 3487 - KCSM 3499;
10. KCSM 3800 - KCSM 3803;
11. KCSM 3806 - KCSM 3808;
12. KCSM 3810 - KCSM 3823;
13. KCSM 3825 - KCSM 3826;
14. KCSM 3828 - KCSM 3843;
15. KCSM 4710 - KCSM 4729; and
16. KCSM 4759.

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

Memorandum of the Amended Obligor Pledge Agreement

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the 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 to:

Clint Lloyd
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, New York 10019

If you have any questions or need further information, please do not
hesitate to contact me at 212-474-1830.

Sincerely,



Clint Lloyd

Enclosures

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MEMORANDUM OF THE AMENDED OBLIGOR PLEDGE AGREEMENT

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF THE AMENDED OBLIGOR PLEDGE AGREEMENT, dated as of September 30, 2011, among Kansas City Southern de México, S.A. de C.V. ("**KCSM**"), Arrendadora KCSM, S. de R.L. de C.V. ("**Arrendadora**" and, together with KCSM, the "**Pledgors**"), Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, in its capacity as Original Collateral Agent, acting on its own behalf and on behalf and for the benefit of the Secured Parties as original pledgee, JPMorgan Chase Bank, N.A., as New Collateral Agent, acting on its own behalf and on behalf and for the benefit of the Secured Parties as new pledgee (hereinafter, together with its successors or assigns, the "**Collateral Agent**", and together with the Pledgors and the Substituted Pledgee, the "**Parties**").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Parties did enter into (i) that certain Amended and Restated Credit Agreement dated as of September 30, 2011 (said agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") and (ii) that certain Assignment and Amendment Agreement, dated as of September 30, 2011, among the Parties (the "**Assignment and Amendment Agreement**"), amending the terms of the Obligor Pledge Agreement dated August 30, 2010, among the Parties (said agreement, as amended by the Assignment and Amendment Agreement and as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Obligor Pledge Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Obligor Pledge Agreement), whereby KCSM and Arrendadora have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, their successors and their assigns, a first priority Lien on and security interest in all of the Grantors' right, title and interest now held or hereafter acquired in and to the locomotives listed and described in Schedule I attached hereto, together with any and all rights they may have in connection therewith and all accessories, accessions, attachments thereto, and all proceeds of the foregoing.

WHEREAS, the Parties find it desirable to show for the public record the existence of the Obligor Pledge Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

NOW THEREFORE, this Memorandum of Amended and Restated Obligor Pledge Agreement is entered into by the Parties for the purpose of placing of record the existence of the aforesaid Obligor Pledge Agreement.

[Signature Page Follows.]

Memorandum of Amended and
Restated Security Agreement

IN WITNESS WHEREOF, the Parties have each caused this Memorandum of the Amended Obligor Pledge Agreement to be duly executed by their duly authorized respective officers as of the day and year first above written.

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

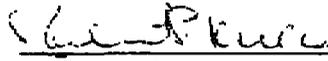
By: Michael W. Cline
Name: Michael W. Cline
Title: Attorney-in-fact & Treasurer

ARRENDADORA KCSM, S. DE R.L. DE C.V.

By: Michael W. Cline
Name: Michael W. Cline
Title: Attorney-in-fact & Treasurer

*Memorandum of Amended and
Restated Obligor Pledge Agreement*

JPMORGAN CHASE BANK, N.A..
(Collateral Agent)

By: 
Name: Robert P. Kellas
Title: Executive Director

*Memorandum of Amended and
Restated Obligor Pledge Agreement*

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 30th of September, 2011, before me personally appeared in the City of Kanas City. State of Missouri, Michael W. Cline to me personally known, who being by me duly sworn, says that he is the Attorney-in-fact and Treasurer of KANSAS CITY SOUTHERN DE MEXICO, S.A. DE C.V., that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Barbara L. Blevins
Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 30th of September, 2011, before me personally appeared in the City of Kansas City, State of Missouri, Michael W. Cline, to me personally known, who being by me duly sworn, says that he is the Attorney-in-fact and Treasurer of ARRENDADORA KCSM, S. DE R.L. DE C.V., that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Barbara L. Blivins
Notary Public

My commission expires: 10-4-2011

STATE OF New York)
) SS
COUNTY OF Bronx)

On this 30th day of September, 2011, before me personally appeared in the City of New York, State of New York Robert P. Kellas, to me personally known, who being by me duly sworn, says that he is the executive Director of JPMORGAN CHASE BANK, N.A., that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adrea Adams
Notary Public

[NOTARIAL SEAL]

My commission expires: March 28, 2015

ADREA S. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. #01AD6237811
MY COMM. EXP. MARCH 28, 2015

*Memorandum of Amended and
Restated Obligor Pledge Agreement*

SCHEDULE I

Marks	Model	Owner
KCSM 4710	ES44AC	KCSM
KCSM 4711	ES44AC	KCSM
KCSM 4712	ES44AC	KCSM
KCSM 4713	ES44AC	KCSM
KCSM 4714	ES44AC	KCSM
KCSM 4715	ES44AC	KCSM
KCSM 4716	ES44AC	KCSM
KCSM 4717	ES44AC	KCSM
KCSM 4718	ES44AC	KCSM
KCSM 4719	ES44AC	KCSM
KCSM 4720	ES44AC	KCSM
KCSM 4721	ES44AC	KCSM
KCSM 4722	ES44AC	KCSM
KCSM 4723	ES44AC	KCSM
KCSM 4724	ES44AC	KCSM
KCSM 4725	ES44AC	KCSM
KCSM 4726	ES44AC	KCSM
KCSM 4727	ES44AC	KCSM
KCSM 4728	ES44AC	KCSM
KCSM 4729	ES44AC	KCSM
KCSM 2502	GP22ECO	KCSM
KCSM 2503	GP22ECO	KCSM
KCSM 2504	GP22ECO	KCSM
KCSM 2500	GP22ECO	KCSM
KCSM 2501	GP22ECO	KCSM
KCSM 2404	GP22ECO-M	KCSM
KCSM 2401	GP22ECO-M	KCSM
KCSM 2403	GP22ECO-M	KCSM
KCSM 2402	GP22ECO-M	KCSM
KCSM 2400	GP22ECO-M	KCSM
KCSM 402	GP-TEB	KCSM
KCSM 403	GP-TEB	KCSM
KCSM 400	GP-TEB	KCSM
KCSM 401	GP-TEB	KCSM
KCSM 3494	SC30-7MP	Arrendadora
KCSM 3495	SC30-7MP	Arrendadora
KCSM 3496	SC30-7MP	Arrendadora
KCSM 3497	SC30-7MP	Arrendadora
KCSM 3498	SC30-7MP	Arrendadora

Marks	Model	Owner
KCSM 2651	SD22ECO	KCSM
KCSM 2650	SD22ECO	KCSM
KCSM 3800	SD60	KCSM
KCSM 3801	SD60	KCSM
KCSM 3802	SD60	KCSM
KCSM 3803	SD60	KCSM
KCSM 3806	SD60	KCSM
KCSM 3808	SD60	KCSM
KCSM 3810	SD60	KCSM
KCSM 3811	SD60	KCSM
KCSM 3812	SD60	KCSM
KCSM 3813	SD60	KCSM
KCSM 3814	SD60	KCSM
KCSM 3815	SD60	KCSM
KCSM 3816	SD60	KCSM
KCSM 3817	SD60	KCSM
KCSM 3818	SD60	KCSM
KCSM 3819	SD60	KCSM
KCSM 3820	SD60	KCSM
KCSM 3821	SD60	KCSM
KCSM 3822	SD60	KCSM
KCSM 3823	SD60	KCSM
KCSM 3825	SD60	KCSM
KCSM 3826	SD60	KCSM
KCSM 3828	SD60	KCSM
KCSM 3829	SD60	KCSM
KCSM 3830	SD60	KCSM
KCSM 3831	SD60	KCSM
KCSM 3832	SD60	KCSM
KCSM 3833	SD60	KCSM
KCSM 3834	SD60	KCSM
KCSM 3835	SD60	KCSM
KCSM 3836	SD60	KCSM
KCSM 3837	SD60	KCSM
KCSM 3839	SD60	KCSM
KCSM 3840	SD60	KCSM
KCSM 3841	SD60	KCSM
KCSM 3842	SD60	KCSM
KCSM 3843	SD60	KCSM
KCSM 3807	SD60	KCSM

Marks	Model	Owner
KCSM 4759	ES44AC	KCSM
KCSM 2050	GP38-2	Arrendadora
KCSM 2051	GP38-2	Arrendadora
KCSM 2055	GP38-2	Arrendadora
KCSM 2057	GP38-2	Arrendadora
KCSM 2058	GP38-2	Arrendadora
KCSM 2060	GP38-2	Arrendadora
KCSM 2061	GP38-2	Arrendadora
KCSM 2062	GP38-2	Arrendadora
KCSM 2063	GP38-2	Arrendadora
KCSM 2072	GP38-2	Arrendadora
KCSM 2081	GP38-2	Arrendadora
KCSM 2084	GP38-2	Arrendadora
KCSM 2087	GP38-2	Arrendadora
KCSM 2092	GP38-2	Arrendadora
KCSM 2094	GP38-2	Arrendadora
KCSM 2098	GP38-2	Arrendadora
KCSM 2052	GP38-2	Arrendadora
KCSM 2053	GP38-2	Arrendadora
KCSM 2054	GP38-2	Arrendadora
KCSM 2056	GP38-2	Arrendadora
KCSM 2059	GP38-2	Arrendadora
KCSM 2064	GP38-2	Arrendadora
KCSM 2065	GP38-2	Arrendadora
KCSM 2066	GP38-2	Arrendadora
KCSM 2067	GP38-2	Arrendadora
KCSM 2068	GP38-2	Arrendadora
KCSM 2069	GP38-2	Arrendadora
KCSM 2070	GP38-2	Arrendadora
KCSM 2071	GP38-2	Arrendadora
KCSM 2073	GP38-2	Arrendadora
KCSM 2074	GP38-2	Arrendadora
KCSM 2075	GP38-2	Arrendadora
KCSM 2076	GP38-2	Arrendadora
KCSM 2077	GP38-2	Arrendadora
KCSM 2078	GP38-2	Arrendadora
KCSM 2079	GP38-2	Arrendadora
KCSM 2080	GP38-2	Arrendadora
KCSM 2082	GP38-2	Arrendadora
KCSM 2083	GP38-2	Arrendadora
KCSM 2085	GP38-2	Arrendadora
KCSM 2086	GP38-2	Arrendadora
KCSM 2088	GP38-2	Arrendadora
KCSM 2089	GP38-2	Arrendadora
KCSM 2090	GP38-2	Arrendadora
KCSM 2091	GP38-2	Arrendadora
KCSM 2093	GP38-2	Arrendadora
KCSM 2095	GP38-2	Arrendadora
KCSM 2096	GP38-2	Arrendadora
KCSM 2097	GP38-2	Arrendadora

Marks	Model	Owner
KCSM 2099	GP38-2	Arrendadora
KCSM 1573	MP15AC	Arrendadora
KCSM 1574	MP15DC	Arrendadora
KCSM 1575	MP15DC	Arrendadora
KCSM 1576	MP15DC	Arrendadora
KCSM 1577	MP15DC	Arrendadora
KCSM 1578	MP15DC	Arrendadora
KCSM 1579	MP15DC	Arrendadora
KCSM 1580	MP15DC	Arrendadora
KCSM 3487	SC30-7MP	Arrendadora
KCSM 3488	SC30-7MP	Arrendadora
KCSM 3489	SC30-7MP	Arrendadora
KCSM 3490	SC30-7MP	Arrendadora
KCSM 3491	SC30-7MP	Arrendadora
KCSM 3492	SC30-7MP	Arrendadora
KCSM 3493	SC30-7MP	Arrendadora
KCSM 3499	SC30-7MP	Arrendadora
KCSM 3010	SD40	Arrendadora
KCSM 3011	SD40	Arrendadora
KCSM 3012	SD40	Arrendadora
KCSM 3013	SD40	Arrendadora
KCSM 3014	SD40	Arrendadora
KCSM 3015	SD40	Arrendadora
KCSM 3016	SD40	Arrendadora
KCSM 3017	SD40	Arrendadora
KCSM 3018	SD40	Arrendadora
KCSM 3019	SD40	Arrendadora
KCSM 3020	SD40	Arrendadora
KCSM 3021	SD40	Arrendadora
KCSM 3022	SD40	Arrendadora
KCSM 3023	SD40	Arrendadora
KCSM 3024	SD40	Arrendadora
KCSM 3025	SD40	Arrendadora
KCSM 3026	SD40	Arrendadora
KCSM 3027	SD40	Arrendadora
KCSM 3028	SD40	Arrendadora
KCSM 3029	SD40	Arrendadora
KCSM 3030	SD40	Arrendadora
KCSM 3031	SD40	Arrendadora
KCSM 3032	SD40	Arrendadora
KCSM 3033	SD40	Arrendadora
KCSM 1525	SW1504	Arrendadora
KCSM 1526	SW1504	Arrendadora
KCSM 1527	SW1504	Arrendadora
KCSM 1528	SW1504	Arrendadora
KCSM 1529	SW1504	Arrendadora
KCSM 1530	SW1504	Arrendadora
KCSM 1531	SW1504	Arrendadora
KCSM 1532	SW1504	Arrendadora
KCSM 1533	SW1504	Arrendadora
KCSM 1534	SW1504	Arrendadora

CERTIFICATION

I, Clint Lloyd, attorney licensed to practice in the State of New York, do hereby certify under penalty of perjury that I have compared the attached copy of the Memorandum of the Amended Obligor Pledge Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/4/2011



Clint Lloyd