

RECORDATION NO 24877-C FILED
August 31, 2012 01:50 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

August 31, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Release dated as of August 31, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Security Agreement previously filed with the Board under Recordation Number 24877-A.

The name and address of the party to the enclosed document are:

Collateral Agent: Bank of Nova Scotia
44 King Street West
Toronto; Ontario
Canada M5H 1H1

Chief, Section of Administration
August 31, 2012
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A description of the railroad equipment covered by the enclosed document is:

32 locomotives: KCS 658 – KCS 698, KCS 3061 – KCS 3240, KCS 7000 – KCS 7023 and TFM 1330 – TFM 1439.

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

Partial Release.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

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SURFACE TRANSPORTATION BOARD
PARTIAL RELEASE

This PARTIAL RELEASE dated August 31, 2012 (the "*Partial Release*") is made by THE BANK OF NOVA SCOTIA, not in its individual capacity but solely as collateral agent ("*Collateral Agent*").

WITNESSETH:

WHEREAS, Collateral Agent and The Kansas City Southern Railway Company ("*KCSR*") entered into that certain (i) Amended and Restated Credit Agreement, dated as of July 12, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), (ii) Amended and Restated Security Agreement, dated as of July 12, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and (iii) Memorandum of Amended & Restated Security Agreement, dated as of July 12, 2011, which was recorded with the Surface Transportation Board on July 12, 2011 under Recordation No. 24877-A (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*STB Memorandum*"), pursuant to which KCSR, among other things, granted to Collateral Agent a security interest in certain collateral; and

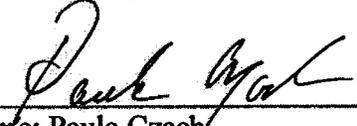
WHEREAS, KCSR has entered into that certain Locomotive Purchase and Sale Agreement ("*PSA*") with JCP Oilfield Supply Corp ("*JCP*"), whereby KCSR agreed to sell, assign, transfer, convey and deliver 32 surplus locomotives to JCP (as described on Exhibit A attached hereto, the "*Equipment*").

NOW, THEREFORE, COLLATERAL AGENT agrees as follows:

Section 1. Release of Lien on Equipment. Collateral Agent hereby acknowledges and agrees that, pursuant to Section 24 of the Security Agreement, all right, title and interest that Collateral Agent may have in and to the Equipment is hereby released.

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release to be duly executed by its duly authorized representative as of the day and year above written.

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: 

Name: Paula Czach

Title: Managing Director & Execution Head

PROVINCE OF ONTARIO)

) ss.

CITY OF TORONTO)

On this 31st day of August, 2012, before me personally appeared Paula Czach, to me personally known, who, being sworn, says that she is a Managing Director & Execution Head of THE BANK OF NOVA SCOTIA, a Canadian chartered bank, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said chartered bank.



Notary Public

My Commission Expires: does not expire

DESCRIPTION OF LOCOMOTIVES

Initial	Number	Manufacturer	Type	Year Built	Horsepower	Tier
KCS	658	EMD	SD40-2	1974	3000	TIER-0
KCS	662	EMD	SD40-2	1974	3000	TIER-0
KCS	668	EMD	SD40-2	1976	3000	UR
KCS	669	EMD	SD40-2	1976	3000	UR
KCS	680	EMD	SD40-2	1978	3000	TIER-0
KCS	687	EMD	SD40-2	1980	3000	TIER-0
KCS	688	EMD	SD40-2	1980	3000	TIER-0
KCS	698	EMD	SD40-2	1968	3000	UR
KCS	3061	EMD	SD40	1968	3000	UR
KCS	3235	EMD	SD40-2	1978	3000	TIER-0
KCS	3240	EMD	SD40-2	1978	3000	TIER-0
TFM	1330	EMD	SD40	1971	3000	UR
TFM	1335	EMD	SD40	1971	3000	UR
TFM	1403	EMD	SD40-2	1968	3000	TIER-0
TFM	1404	EMD	SD40-2	1986	3000	TIER-0
TFM	1411	EMD	SD40-2	1988	3000	TIER-0
TFM	1415	EMD	SD40-2	1988	3000	TIER-0
TFM	1421	EMD	SD40-2	1988	3000	TIER-0
TFM	1423	EMD	SD40-2	1988	3000	TIER-0
TFM	1424	EMD	SD40-2	1988	3000	TIER-0
TFM	1426	EMD	SD40-2	1988	3000	TIER-0
TFM	1428	EMD	SD40-2	1988	3000	TIER-0
TFM	1430	EMD	SD40-2	1988	3000	N/A

TFM	1431	EMD	SD40-2	1987	3000	TIER-0
TFM	1435	EMD	SD40-2	1971	3000	TIER-0
TFM	1437	EMD	SD40-2	1975	3000	TIER-0
TFM	1439	EMD	SD40-2	1988	3000	UR
KCS	7000	EMD	SD50	1986	3500	UR
KCS	7011	EMD	SD50	1986	3500	UR
KCS	7016	EMD	SD50	1986	3500	UR
KCS	7017	EMD	SD50	1986	3500	UR
KCS	7023	EMD	SD50	1986	3500	UR

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: 8/31/12

Edward M Luria
Edward M. Luria