

EQUIPMENT TRUST, SERIES D

SUPPLEMENT dated as of May 15, 1974, to Equipment Trust Agreement, dated as of February 15, 1971, (the "Agreement") between The Atchison, Topeka and Santa Fe Railway Company (the "Company"), a Delaware corporation, and Harris Trust and Savings Bank (the "Trustee") an Illinois corporation, whereby The Atchison, Topeka and Santa Fe Railway Equipment Trust, Series D, is created.

WHEREAS, in accordance with Section 4.7 of the Agreement, the Company has from time to time deposited various amounts of cash (the "Replacement Funds") with the Trustee, said amounts representing the Fair Value (as such term is defined in the Agreement) of the railroad equipment included in said Equipment Trust (the "Trust Equipment") which had become worn out, unsuitable for use, lost or destroyed; and

WHEREAS, Section 4.9 of the Agreement provides that the Trustee shall hold the Replacement Funds pending the delivery of additional railroad equipment (the "Additional Equipment") to be included in said Equipment Trust.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 3.4 of the Agreement, the Company shall cause the following items of new standard gauge railroad equipment (the "Additional Equipment") to be transferred to the Trustee, and hereby assigns to the Trustee

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RECORDATION NO. _____

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INTERSTATE COMMERCE COMMISSION

all its right title and interest in the contracts for the construction of the Additional Equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Total Cost</u>
4	100-ton cradle flat cars, Maxson Corporation builder; numbered 91991 - 91994, both inclusive	\$204,000

2. In accordance with Sections 4.1 and 4.2 of the Agreement, the Additional Equipment is hereby included as part of the Trust Equipment, subject to all the terms and conditions of the Agreement in all respects, and the Additional Equipment is hereby leased by the Trustee to the Company.

3. In accordance with Section 6.4 of the Agreement, the Company shall cause this Supplement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplement to be executed by their respective duly authorized officers and have affixed their duly attested corporate seals, as of the date first above written.

THE ATCHISON, TOPEKA AND SANTA FE
FE RAILWAY COMPANY

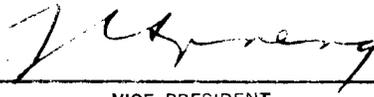
By


Vice President-Finance

ATTEST:


Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,
as Trustee

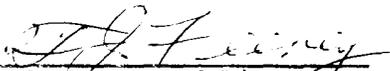
By 
VICE PRESIDENT

ATTEST:


ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 24th day of May, 1974, before me personally appeared R. W. Harper, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of The Atchison, Topeka and Santa Fe Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



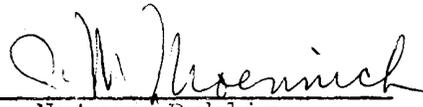
Notary Public

(NOTARIAL SEAL)

My Commission Expires **MAY 29, 1977**

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this *29TH* day of May, 1974, before me personally appeared **J. L. SPRENG** , to me personally known, who, being by me duly sworn, says that he is Vice President of Harris Trust and Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(NOTARIAL SEAL)

My Commission Expires **SEPTEMBER 2, 1975**