

3-181A003

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RECORDATION NO. 18066-1 FILED 1425

June 30, 1993

JUN 30 1993 11:15 AM

#16

INTERSTATE COMMERCE COMMISSION

18066-

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20424

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provision of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a Lease Supplement (Santa Fe Trust No. 1992-2) No. 5 dated as of June 1, 1993 a secondary document as defined in the Commission's Rules for the Recordation Documents.

MOTOR OPERATING UNIT
JUN 30 11 08 AM '93

The enclosed document relates to the Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 at which was filed and recorded on December 30, 1992 at 12:15 p.m. and assigned Recordation Number 18066.

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

Lessor: Wilmington Trust Company, as Owner Trustee
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Candyman Betty G.

Mr. Sidney L. Strickland, Jr.
June 30, 1993
Page 2

Also enclosed is a check in the amount of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

A short summary of the enclosed secondary document to appear in the Commission's Index:

Lease Supplement (Santa Fe Trust No. 1992-2) No. 5
dated as of June 1, 1993.

Very truly yours,

Charles T. Kappler

CTK/bg
Enclosures

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 5

Dated as of June 1, 1993

RECORDATION NO. 18066-9
FILED 1425

between

JUN 30 1993 11:15 AM

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

INTERSTATE COMMERCE COMMISSION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 5

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 5 dated as of June 1, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as heretofore supplemented, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease in certain respects;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Restraints. The Lessor acknowledges and agrees that the Lessee may (a) from time to time convert any or all vehicle restraint systems on the Units (i) if they are chain systems, to chocks, and (ii) if they are chock systems, to chain systems; and (b) the return of any Unit with a vehicle restraint system that is different from that present on the Unit at the time of initially becoming subject to the Lease shall be permitted, provided that conditions of Section 6.2 of the Lease are met. Notwithstanding the foregoing, the Lessee agrees that if the restraint system on any Unit is converted from a chain to a chock system or vice-versa, the Lessee shall not remove from such Unit any tracks used in the chain system, unless such removal is required in order to comply with Section 8.1 of the Lease and prior notice is provided to Lessor.

2. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

3. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15,

1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

4. Counterparts. This Lease Supplement and each of the Authorization and the Consent set forth at the foot hereof may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

5. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

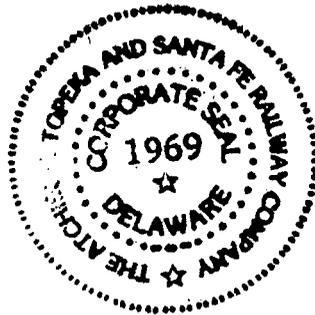
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: *L. S. Vollmer*
Name: L. S. Vollmer
Title: Director of Finance

CORPORATE SEAL

Attest:

By: *Craig N. Smetko*
Name: Craig N. Smetko
Title: Assistant Secretary



STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 25th of June, 1993, before me personally appeared Donald G. Mackelcan and Carolyn C. Daniels, to me personally known, who being by me duly sworn, say that they are Financial Services Officer AVP, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

SONJA F. ALLEN
NOTARY PUBLIC

My Commission expires May 30, 1994

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of _____, 199_, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

AUTHORIZATION

BA Leasing & Capital Corporation (the "Owner Participant") hereby authorizes and directs the Lessor (as hereinabove identified) to execute and deliver the foregoing Lease Supplement (Santa Fe Trust No. 1992-2) No. 5, and the execution and delivery thereof is hereby ratified, approved and confirmed by the Owner Participant.

BA LEASING & CAPITAL CORPORATION

By: 

Name: Sara Fitch

Title: Vice President

CONSENT

The undersigned hereby acknowledges receipt of the foregoing Lease Supplement (Santa Fe Trust 1992-2) No. 5 and consents to the terms thereof.

Karen N. Grafe
Vice President
National Westminster Bank PLC

NATIONAL WESTMINSTER BANK Plc

By:

Karen N Grafe
Name: _____
Title: _____