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RECORDATION NO. 18066-K FILED 1425

JAN 27 1994 -1 05 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

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RECEIVED
OFFICE OF THE
SECRETARY

January 27, 1994

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledgement copies of an Indenture Supplement (Santa Fe Trust No. 1992-2) No. 5 dated January 27, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease Agreement which was filed and recorded on December 30, 1992 under Recordation Number 18066.

Indenture Supplement (Santa Fe Trust No. 1992-2) No. 5

Debtor: Wilmington Trust Company, Owner Trustee
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: Harris Trust and Savings Bank, Indenture Trustee
111 West Monroe Street
Chicago, Illinois 60603

These is no new equipment attached to the enclosed document.

Eland PM Luma

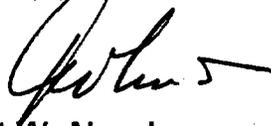
Charles [Signature]

Mr. Sidney L. Strickland, Jr.
January 27, 1994
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a horizontal line extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

JAN 27 1994 -1 05 PM

INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT NO. 5

INDENTURE SUPPLEMENT NO. 5, dated January 27, 1994, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "*Owner Trustee*") under the Trust Agreement (Santa Fe Trust No. 1992-2), dated as of December 15, 1992 (the "*Trust Agreement*") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "*Indenture Trustee*") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (together with all amendments and supplements heretofore entered into, the "*Indenture*"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into the Indenture and, unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture;

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture Supplement No. 1 dated December 30, 1992 ("*Indenture Supplement No. 1*"), that certain Indenture Supplement No. 2 dated March 31, 1993 ("*Indenture Supplement No. 2*"), that certain Indenture Supplement No. 3 dated April 30, 1993 ("*Indenture Supplement No. 3*") and that certain Indenture Supplement No. 4 dated May 28, 1993 ("*Indenture Supplement No. 4*"; the aforementioned Indenture Supplement No. 1, Indenture Supplement No. 2, Indenture Supplement No. 3 and Indenture Supplement No. 4 being collectively referred to herein as the "*Indenture Supplements*"); and

WHEREAS, each of the Series of Trust Certificates issued under the Indenture Supplements are to be refinanced pursuant to Section 2.1 of the Indenture and the Indenture provides for the execution and delivery of an Indenture Supplement which shall particularly describe the terms, conditions and designations of Replacement Certificates to be issued;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Owner Trustee and Indenture Trustee agree as follows:

1. *Replacement Certificates.* The Owner Trustee and Indenture Trustee hereby waive the requirements in Sections 2.11(b) and 6.1(c) of the Indenture that the Owner Trustee deliver a request and authorization to issue Replacement Certificates three Business Days and no less than 5 nor more than 10 Business Days', respectively, prior to any issuance of Replacement Certificates and agree that, in the case of the Trust Certificates issued under

this Indenture Supplement, the Owner Trustee may deliver such request and authorization any time prior to the issuance of such Trust Certificates.

2. *Issuance of Replacement Certificates.* The Trust Certificates issued under this Indenture Supplement shall be designated as 5.90% Trust Certificates - Series 1994-1. The Trust Certificates shall be substantially in the form set forth in *Exhibit A* hereto. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in *Exhibit B* attached hereto. The principal of each Trust Certificate shall be payable as indicated in *Exhibit B* attached hereto.

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

4. *References.* Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Indenture Supplement may refer to the "*Indenture*", or may identify the Indenture in any other respect without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement, unless the context shall otherwise require.

5. *Counterparts.* This Indenture Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

6. *Governing Law.* This Indenture 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, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Indenture Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

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

By  _____

Name: **Patricia A. Evans**

Title: **Financial Services Officer**

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By _____

Name:

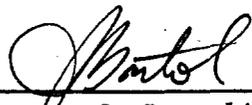
Title:

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Indenture Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

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

By _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By  _____
Name: J. Bartolini
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 25 day of Jan, 1994, before me personally appeared Patricia A. Evans, to me personally known, who being by me duly sworn, said that she is a **Financial Services Officer** of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

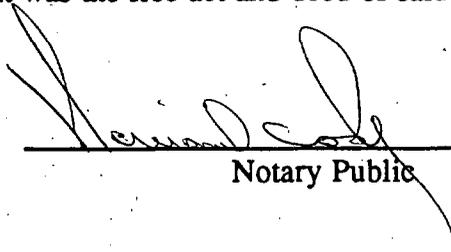
[NOTARIAL SEAL]

My commission expires: _____

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of January, 1994, before me personally appeared J. Bartolini, to me personally known, who being by me duly sworn, said that he is Vice President of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day 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: _____

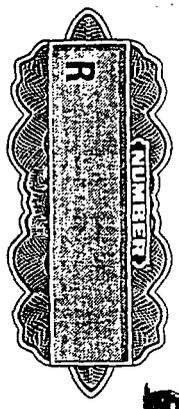
~~~~~  
"OFFICIAL SEAL"  
Marianne Cody  
Notary Public, State of Illinois  
My Commission Expires 5/29/97  
~~~~~

FORM OF TRUST CERTIFICATE

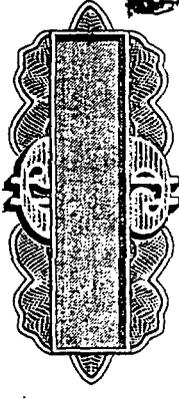
See Attached Annex I

EXHIBIT A
(to Indenture Supplement No. 5)

REGISTERED



REGISTERED



Trust Certificate-Series 1994-1
 SANTA FE TRUST NO. 1992-2
 WILMINGTON TRUST COMPANY,
 Not in its Individual Capacity
 but Solely as Owner Trustee Under the
 Trust Agreement (Santa Fe Trust No. 1992-2)
 Dated as of December 15, 1992
 Issued in Connection with Certain Autotracks
 Leased to

CUSIP No. 046753 YZ 6

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
5.90% TRUST CERTIFICATE DUE DECEMBER 29, 2004

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee (the "Owner Trustee") under that certain Trust Agreement (Santa Fe Trust No. 1992-2), dated as of December 15, 1992, between Wilmington Trust Company and the institution referred to therein as the "Owner Participant" (herein as such Trust Agreement may be amended or supplemented from time to time called the "Trust Agreement"), for value received, hereby promises to pay to

or registered assignor the principal sum of

DOLLARS.

The following is a copy of the Trust Agreement referred to in the above certificate and is hereby incorporated by reference into this certificate. The full text of the Trust Agreement is set forth in the Trust Agreement, which is filed with the Delaware Secretary of State under the name of Wilmington Trust Company, as Trustee, under the name of Santa Fe Trust No. 1992-2, dated as of December 15, 1992, between Wilmington Trust Company and the institution referred to therein as the "Owner Participant" (herein as such Trust Agreement may be amended or supplemented from time to time called the "Trust Agreement"). The full text of the Trust Agreement is set forth in the Trust Agreement, which is filed with the Delaware Secretary of State under the name of Wilmington Trust Company, as Trustee, under the name of Santa Fe Trust No. 1992-2, dated as of December 15, 1992, between Wilmington Trust Company and the institution referred to therein as the "Owner Participant" (herein as such Trust Agreement may be amended or supplemented from time to time called the "Trust Agreement").

This certificate is not to be construed as a contract. It is subject to the terms and conditions of the Trust Agreement, which is filed with the Delaware Secretary of State under the name of Wilmington Trust Company, as Trustee, under the name of Santa Fe Trust No. 1992-2, dated as of December 15, 1992, between Wilmington Trust Company and the institution referred to therein as the "Owner Participant" (herein as such Trust Agreement may be amended or supplemented from time to time called the "Trust Agreement").

Date of Issuance and Authentication:
 INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION
 This is one of the Trust Certificates referred to in the within-mentioned Indenture,
 HARRIS TRUST AND SAVINGS BANK,
 as Indenture Trustee

By
 Authorized Officer or Signatory



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

By *[Signature]*
 Senior Finance Services Officer

Attest:
[Signature]
 Assistant Secretary

This Trust Certificate is one of a duly authorized issue of Trust Certificates issued under the Indenture, designated 5.90% Trust Certificates—Series 1994-1, limited in aggregate principal amount to \$16,483,000, the principal amount of such Trust Certificates to be payable as set forth below:

PAYMENT DATE	PRINCIPAL AMOUNT
June 29, 1994	\$ 716,230.42
December 29, 1994	533,109.82
June 29, 1995	540,150.56
December 29, 1995	565,027.24
June 29, 1996	581,685.55
December 29, 1996	598,855.56
June 29, 1997	616,321.80
December 29, 1997	634,709.20
June 29, 1998	653,433.12
December 29, 1998	694,536.18
June 29, 1999	920,927.06
December 29, 1999	946,133.53
June 29, 2000	886,627.60
December 29, 2000	1,002,160.86
June 29, 2001	1,031,724.60
December 29, 2001	1,062,160.48
June 29, 2002	1,093,494.21
December 29, 2002	1,033,893.56
June 29, 2003	678,165.01
December 29, 2003	478,966.17
June 29, 2004	483,116.27
December 29, 2004	507,563.20

Reference is made to the Indenture and all supplements and amendments thereto (a copy of which is on file with the Indenture Trustee at its principal corporate trust office) for a more complete statement of the terms and provisions thereof, including a statement of the properties hereby conveyed, pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Owner Trustee, the Lessee, the Indenture Trustee and the Trust Certificate Holders, the rights of any purchaser of the Trust Certificate of the benefits of Section 1111(b) of Title 11 of the United States Bankruptcy Code and the other remedies which the Trust Certificate Holders are and are to be, executed and delivered, as well as for a statement of the terms and conditions of the trust created by the Indenture, to all of which terms and conditions in the Indenture each Certificate Holder agrees by its acceptance of this Trust Certificate.

As more fully provided in the Indenture, the Trust Certificates are subject to prepayment in whole or in part, or purchase, under the circumstances and in the amounts, including Prorated, if any, set forth below and as otherwise provided in the Indenture, in each case on 30 days' irrevocable notice to the Certificate Holders:

(a) Upon the occurrence of an Event of Loss with respect to a Unit, if such Unit is not replaced pursuant to Section 11.2 of the Lease, principal on each Outstanding Trust Certificate shall be prepaid in part, together with interest (including Premium) at a Prepayment Price equal to the sum of (1) as to principal (net of, an amount equal to the product obtained by multiplying the aggregate Current Principal Amount of each Outstanding Trust Certificate as of the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of the Units then subject to the Lease immediately prior to such Prepayment Date, and (2) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (1) above to but not including the Prepayment Date and giving effect to the application of any Basic Term paid on or prior to the date of such prepayment. Each prepayment made pursuant to this clause (1) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) made ratably over the Trust Certificates, without priority of any one such Trust Certificate over any other.

(b) The Prepayment Date for Trust Certificates to be prepaid, in whole or in part, pursuant to this paragraph (a) shall be the Settlement Date related to the Event of Loss giving rise to the prepayment.

(c) At any time on or after the fifth anniversary of the Basic Term Commencement Date with respect to not less than fifty Units (except that, as a result of Events of Loss and prior terminations under Section 10 of the Lease, there are less than 50 Units then subject to the Lease, then in such event with respect to all remaining Units) and upon the termination of the Lease with respect to such Units pursuant to Section 10 thereof, in the case where such termination is a result of a default in a default by the Lessee that such Units are obsolete or surplus to the needs of the Lessee, principal on each Outstanding Trust Certificate shall be prepaid in part, together with interest at a Prepayment Price equal to the sum of (i) as to principal (net of, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate as of the Prepayment Date for such Units (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Units and the denominator of which shall be the aggregate Equipment Cost of the Units then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date and giving effect to the application of any Basic Term paid on or prior to the date of such prepayment, and (iii) plus a Premium. Each prepayment made pursuant to this paragraph (c) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) made ratably over the Trust Certificates, without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (c) shall be the Payment Date that occurs on the Termination Date applicable to such Units.

(d) Upon the request of the Owner Trustee, whether pursuant to Section 10.2(a) of the Participation Agreement or otherwise, upon at least 30 days', but no more than 60 days' (except for a prepayment or purchase pursuant to Section 11.2(a)(ii) of the Indenture, notice for which is provided in said Section 8.3(a)(ii)), prior irrevocable notice to the Indenture Trustee, and provided that, so long as no Lease Event of Default shall have occurred and be continuing, the Owner Trustee shall have received the written request of the Lessee to effect the prepayment or redemption of Outstanding Trust Certificates issued under a particular Indenture Supplement required by Section 11.1(d) of the Participation Agreement prior to the giving of such notice, each Outstanding Indenture Supplement required by Section 11.1(d) of the Participation Agreement shall be deemed to be amended to provide for the prepayment or redemption of such Trust Certificates to be prepaid pursuant to clause (c) above to but not including the applicable Prepayment Date, plus a Premium. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (d) shall be specified in the notice referred to in the first sentence of this paragraph (c).

(e) At any time on or after the fifth anniversary of the Basic Term Commencement Date with respect to not less than fifty Units (except that, as a result of Events of Loss and prior terminations under Section 10 of the Lease, there are less than 50 Units then subject to the Lease, then in such event with respect to all remaining Units) and upon the termination of the Lease with respect to such Units pursuant to Section 10 thereof relating solely to a Required Modification being deemed by the Lessee to be economically impractical, principal on each Outstanding Trust Certificate shall be prepaid, together with interest at a Prepayment Price equal to the sum of (i) as to principal (net of, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate as of the Prepayment Date for such Units (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Units and the denominator of which shall be the aggregate Equipment Cost of the Units then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date and giving effect to the application of any Basic Term paid on or prior to the date of such prepayment. Each prepayment made pursuant to this clause (e) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) made ratably over the Trust Certificates, without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (e) shall be the Payment Date that occurs on the Termination Date applicable to such Units.

(f) Upon the request of the Owner Trustee pursuant to Section 8.3(a)(iii) of the Indenture and delivery of notice as provided in said Section 8.3(a)(iii), each Outstanding Trust Certificate shall be purchased at a Prepayment Price equal to the Current Principal Amount thereof, plus accrued but unpaid interest thereon to, but not including the applicable Prepayment Date, but without a Premium.

"Average Life Date" shall mean, with respect to the prepayment of a Trust Certificate, the date which follows the Prepayment Date by a period equal to the Remaining Weighted Average Life at the Prepayment Date of such Trust Certificate.

"Investment Banker" shall mean an independent investment banking institution of national standing appointed by the Lessee.

"Premium" shall mean the Public Offering Premium.

"Public Offering Premium" shall mean, with respect to the principal amount of Trust Certificates to be prepaid on any Prepayment Date, the amount which the Investment Banker determines as of the second Business Day prior to such Prepayment Date to equal the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the Prepayment Date to the respective dates on which such payments would otherwise have become due, including the Maturity of such Trust Certificate (but excluding that portion of any scheduled payment of interest which is actually due and paid on the Prepayment Date), discounted semi-annually on each Rent Payment Date at a rate equal to the sum of (A) the Treasury Rate plus (B) 0.5%, based on a 360-day year of twelve 30-day months over (ii) the aggregate unpaid principal amount of such Trust Certificate plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Trust Certificate to be prepaid on such Prepayment Date and the denominator of which shall be the aggregate unpaid principal amount of such Trust Certificate; provided that the aggregate unpaid principal amount of such Trust Certificate for the purposes of clause (a)(i) and (b) of this definition shall be determined after deducting the principal payment, if any, due on such Prepayment Date.

"Remaining Weighted Average Life" shall mean, as of any date, with respect to prepayment or redemption of a Trust Certificate, the number of days equal to the quotient obtained by dividing (1) the sum of the products obtained by multiplying (i) the amount of each remaining principal payment on such Trust Certificate as of such date by (2) the number of days from and including the prepayment or redemption date to but excluding the scheduled payment date of such principal payment by (B) the unpaid principal amount of such Trust Certificate.

"Treasury Rate" shall mean, with respect to prepayment of each Trust Certificate, a per annum rate (expressed as a semiannual equivalent) and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Trust Certificate, as determined by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities. (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Trust Certificate and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Trust Certificate. In each case as published in the most recent H-15(519) or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Trust Certificate is reported in the most recent H-15(519), as published in H-15(519), "Statistical Release H-15(519), Selected Interest Rates", or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H-15(519) means the latest H-15(519) which is published on the close of business on the third Business Day preceding the scheduled Prepayment Date.

If an Indenture Event of Default shall occur and be continuing, the unpaid principal amount of the Trust Certificates may, subject to the terms of the Indenture, be declared due and payable in the manner and with the effect provided in the Indenture. If, and only if, such an event of default is caused by an event of default by the Lessee under the Lease, the Indenture Trustee may declare the Lease to be in default, and may, subject to the limitations set forth in the Granting Clause and Article VIII of the Indenture, to the exclusion of the Owner Trustee, exercise one or more of the remedies of the Owner Trustee provided in the Lease.

The right of a Certificate Holder to institute action for any remedy under the Indenture, including the enforcement of payment of any amount due hereon, is subject to certain limitations specified in the Indenture including that the holders of at least 25% in aggregate principal amount of the Certificates theretofore have made a written request to the Indenture Trustee to pursue such remedy.

As provided in the Indenture and subject to certain limitations therein set forth, this Trust Certificate is transferable, and upon surrender of this Trust Certificate for registration of transfer at the principal corporate trust office of the Registrar, or at the office or agency maintained for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Registrar, and the Owner Trustee duly executed by, the Certificate Holder, one or more new Trust Certificates of the same maturity and type and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Trust Certificates are issuable only as registered Trust Certificates.

No service charge shall be made for any such registration of transfer or exchange, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith, other than, except as provided in the proviso below, exchanges pursuant to Sections 2.2(e) and 11.4 of the Indenture not involving any transfer, in which case the Indenture Trustee shall collect such tax or charge, if any, from the Lessee or the Owner Participant, as the case may be provided, however, that in the case of Section 11.4 of the Indenture, the Indenture Trustee shall collect such tax or charge, if any, from the Lessee only if such exchange is executed at the request of the Lessee.

Prior to due presentation for registration of transfer of the Trust Certificate, the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar and the Lessee may deem and treat the Person in whose name this Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of the principal of and interest on the Trust Certificate and for all other purposes whatsoever whether or not that Person is subject to the Indenture, and neither the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar nor the Lessee shall be affected by notice to the contrary.

AS PROVIDED IN THE INDENTURE, THE INDENTURE AND THIS TRUST CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OF SUCH STATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT	—	Custodian	(Minor)
TEN ENT	— as tenants by the entireties-husband and wife with right of survivorship			(Cust)	
JT TEN	— as joint tenants with right of survivorship and not as tenants in common				
					under Uniform Gifts to Minors
				Act	(State)

Additional abbreviations may also be used though not in the above list.

THIS CERTIFICATE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS CERTIFICATE MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN AFFIDAVIT OF EXEMPTION THEREFROM. EACH PURCHASER OF THIS CERTIFICATE IS HEREBY NOTIFIED THAT THE SELLER OF THIS CERTIFICATE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT AUTHORIZED BY RULE 144A THEREUNDER.

THE HOLDER HEREOF, BY PURCHASING THIS CERTIFICATE, AGREES FOR THE BENEFIT OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("ATSF") AND THE OWNER TRUSTEE THAT (A) THE CERTIFICATE MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO ATSF, (2) TO MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, (3) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR HIS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER THAT IS A PART OF THE RESALE, PLEDGE OR OTHER TRANSFER BEING MADE IN RELIANCE ON RULE 144A, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IN ACCORDANCE WITH RULE 144, (5) IN A TRANSACTION COMPLYING WITH THE PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT OR (6) PURSUANT TO SUCH OTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AS "IN" THE "C" ACCEPTABLE TO ATSF AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF ANY CERTIFICATE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE, PROVIDED THAT NO RESALE, PLEDGE OR OTHER TRANSFER MAY BE MADE PURSUANT TO THE PROVISIONS OF (A) (4), (5) OR (6) ABOVE PRIOR TO THE GIVING OF NOTICE BY THE OWNER TRUSTEE THAT THE OWNER TRUSTEE CAN DELIVER TO THE PROPOSED TRANSFEREE A DEFINITIVE REGISTERED CERTIFICATE REPRESENTING THE CERTIFICATES BEING RESOLD, PLEDGED OR OTHERWISE TRANSFERRED.

NO "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") WHICH IS SUBJECT TO TITLE I OF ERISA ("PLN") WITHIN THE MEANING OF SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR ENTITY THAT IS DEEMED TO HOLD "PLAN ASSETS" WITHIN THE MEANING OF 26 C.F.R. § 10.3-1(c) OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN OR ACQUIRE OR HOLD ANY OF THE TRUST CERTIFICATES, GOVERNMENTAL AND CERTAIN NON-ELECTING CHURCH PLANS, HOWEVER, ARE NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, AND, THEREFORE, MAY ACQUIRE AND HOLD TRUST CERTIFICATES.

For Value Received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee.

the within Equipment Trust Certificate and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said Equipment Trust Certificate on the Books of the within named Trustee with full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ANY CHANGE WHATSOEVER.

TRUST SERIES 1994-1

Maturity Date: December 29, 2004

Debt Rate: 5.90%

Principal Amount: \$16,483,000

Payment Dates for Interest: June 29 and December 29 of each year
until maturity, commencing June 29 1994

Payment Amounts:

PAYMENT DATE	PAYMENT AMOUNT
June 29, 1994	\$ 716,230.42
December 29, 1994	533,109.82
June 29, 1995	548,836.56
December 29, 1995	565,027.24
June 29, 1996	581,695.55
December 29, 1996	598,855.56
June 29, 1997	616,521.80
December 29, 1997	634,709.20
June 29, 1998	653,433.12
December 29, 1998	894,538.18
June 29, 1999	920,927.06
December 29, 1999	946,133.53
June 29, 2000	886,627.60
December 29, 2000	1,002,160.86
June 29, 2001	1,031,724.60
December 29, 2001	1,062,160.48
June 29, 2002	1,093,494.21
December 29, 2002	1,038,883.56
June 29, 2003	678,165.01
December 29, 2003	478,986.17
June 29, 2004	493,116.27
December 29, 2004	507,663.20