

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-1) NO. 1

Dated June 25, 1992

between

AMERITRUST COMPANY NATIONAL
ASSOCIATION, not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

17825/B
JUN 25 1992 3 40 PM
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 EQUIPMENT 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. 1992-1), DATED AS OF June 25, 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. 1992-1) NO. 1

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-1) NO. 1 dated June 25, 1992 (this "Lease Supplement") between AMERITRUST COMPANY NATIONAL ASSOCIATION, 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. 1992-1) dated as of June 25, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease in accordance with the terms thereof;

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

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. 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.

7. 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 June 25, 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.

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

9. 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:

AMERITRUST COMPANY NATIONAL ASSOCIATION, not in its individual, but solely as Owner Trustee

By: [Signature]
Name: R. SCHMIDT
Title: VICE PRESIDENT

CORPORATE SEAL

Attest:

By: [Signature]
Name: _____
Title: D. KOVACH, Assistant Secretary

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

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:

AMERITRUST COMPANY NATIONAL
ASSOCIATION, not in its individual,
but solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY

By: *Dennis E. Springer*
Name: DENNIS E. SPRINGER
Title: SR. V.P., TREAS. & CFO

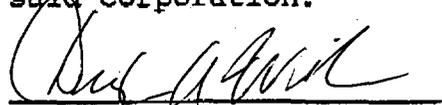
CORPORATE SEAL

Attest:

By: *Craig N. Smetro*
Name: CRAIG N. SMETRO
Title: ASST. SEC.

STATE OF Ohio)
)
COUNTY OF Cuyahoga) SS

On this 19th of June, 1992, before me personally appeared R. SCHMIDT and D. KOVACH, to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively of AMERITRUST COMPANY NATIONAL ASSOCIATION 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
DOUGLAS A. WILSON, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 Revised Code

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 1992, 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: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of _____,
1992, before me personally appeared _____ and
_____, to me personally known, who being by me duly
sworn, say that they are _____ and
_____, respectively of _____,
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: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24 day of JUNE, 1992, before me
personally appeared DENIS E. SPRINGER and CRAIG N. SMETKO, to me
personally known, who being by me duly sworn, say that they are
S.R.V.P. TREAS. & CFO and ASST. SEC., 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.

Lois M. Melkovitz
Notary Public



[NOTARIAL SEAL]

My commission expires: _____

SCHEDULE 1

Units

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers</u>
23	Model Dash 8-40BW, 3800 h.p. four-axle, diesel-electric locomotive	560-582, both inclusive
27	Model Dash 8-40CW, 3800 h.p. six-axle, diesel-electric locomotive	800-852, both inclusive even numbers only