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JUN 25 1992 - 3 40 PM

INDENTURE SUPPLEMENT NO. 1 INTERSTATE COMMERCE COMMISSION

Indenture Supplement No. 1, dated June 25, 1992, between AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Santa Fe Trust No. 1992-1), dated as of June 25, 1992 (the "Trust Agreement") between the Owner Trustee and NYNEX CREDIT COMPANY, a Delaware 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. 1992-1), dated as of June 25, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does

hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Equipment to which the Series of Trust Certificates issued under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Certificate Holders.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; provided, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series 1992-1. The Trust Certificates shall be substantially in the form set forth in Exhibit A to the Indenture. 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

hereto. The principal of each Trust Certificate shall be payable as follows (as indicated in Exhibit B attached hereto):

either (x) in whole on the indicated Maturity Date; or

(y) in installments, on each Payment Date, including the Maturity Date, in the respective amounts of principal indicated.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Units of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

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

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

By *R. Schmidt*
Name: R. SCHMIDT
Title: VICE PRESIDENT

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

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

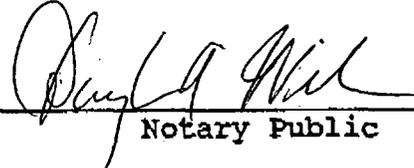
By _____
Name: _____
Title: _____

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

By  _____
Name: R. G. MASON
Title: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

On this 19th day of June, 1992, before me personally appeared R. SCHMIDT, to me personally known, who being by me duly sworn, said that she is a VICE PRESIDENT of AMERITRUST COMPANY NATIONAL ASSOCIATION, 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.



Notary Public

[NOTARIAL SEAL]

My commission expires: DOUGLAS A. WILSON, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 Revised Code

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, said that he is _____ 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: _____

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

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.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June __, 1992, at __:__.M. Recordation Number __, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on June __, 1992, at __:__.M.]*]

*/ For conformed copy.

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: D. KOVACH, Assistant Secretary
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF COLUMBIA) SS

On this: 19th of June,
1992, before me personally appeared R. SCHMIDT and
D. KALICH, to me personally known, who being by me duly
sworn, say that they are VICE PRESIDENT and
ASSISTANT SECRETARY, respectively of AMTRUST 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: _____

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: *Dense Springer*
Name: DENSE SPRINGER
Title: SR. V.P. TREAS. & CFO

CORPORATE SEAL

Attest:

By: *Craig N. Smetko*
Name: CRAIG N. SMETKO
Title: ASST. SEC.

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.

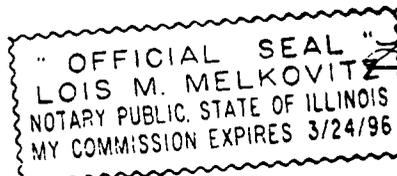
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24 day of JUNE, 1992, before me
personally appeared DEWIS E. SPRINGER and CRAIG N. SMETRO, to me
personally known, who being by me duly sworn, say that they are
SR. 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

2-240A009

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973
—
(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 17825-D FILED 1423 OF COUNSEL
URBAN A. LESTER

AUG 27 1992 9 45 AM
INTERSTATE COMMERCE COMMISSION

17825-D

AUG 27 9 39 AM '92
MOTOR VEHICLE UNIT

August 27, 1992

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) original copies of a Lease Supplement No. 2 and Amendment No. 1 to Lease dated August 27, 1992, 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 an Equipment Lease Agreement (Santa Fe Trust No. 1992-1) dated as of June 25, 1992, and a Lease Supplement (Sante Fe Trust No. 1992-1) No. 1 dated as of June 25, 1992, which were filed and recorded on June 25, 1992 under Recordation Numbers 17825 and 17825-B, respectively.

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

Lessor: Society National Bank (successor by merger to
Ameritrust Company National Association)
900 Euclid Avenue
Cleveland, Ohio 44101

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

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Alvord

C. Alvord



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[Faint, illegible text, possibly a paragraph of the main body.]

[Faint, illegible text, possibly a paragraph of the main body.]

[Faint, illegible text, possibly a section header or a specific point.]

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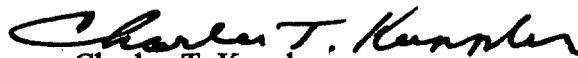
Mr. Sidney L. Strickland, Jr.
August 27, 1992
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq.,
Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

Lease Supplement No. 2 and Amendment No. 1 to Lease dated August 27,
1992 covering certain terms.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

8/27/92

Interstate Commerce Commission
Washington, D.C. 20423

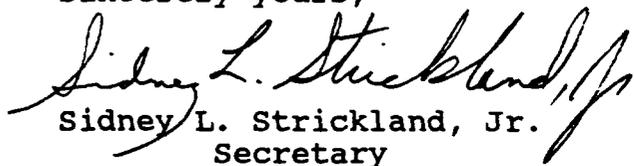
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006-2266

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/27/92 at 9:45am, and assigned recordation number(s). 17825-D & 17825-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE SUPPLEMENT NO. 2 AND AMENDMENT NO. 1 TO LEASE

Dated August 27, 1992

between

SOCIETY NATIONAL BANK,
not in its individual capacity
except as expressly provided
herein but solely as Owner Trustee,
Lessor

RECORDATION # 17825
FILED # 423

AUG 27 1992 - 9 45 AM

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 BY LEASE SUPPLEMENT NO. 1 DESCRIBED IN THE FIRST RECITAL HERETO 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.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August __, 1992, at __:__.M. Recordation Number __, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on August __, 1992, at __:__.M.]*]

*/ For conformed copy.

LEASE SUPPLEMENT NO. 2 AND AMENDMENT NO.1 TO LEASE

This LEASE SUPPLEMENT NO. 2 AND AMENDMENT NO. 1 TO LEASE, dated August 27, 1992 (this "Lease Supplement"), is between SOCIETY NATIONAL BANK (successor by merger to Ameritrust Company National Association), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE 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 (together with all amendments and supplements heretofore entered into, including that certain Lease Supplement No. 1, dated June 25, 1992, the "Lease"; and unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease ("Appendix A")); and

WHEREAS, the Lessor and the Lessee desire to amend certain provisions of the Lease and Appendix A to the Lease;

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

1. Rent Termination. Section 11.3 of the Lease is hereby amended by adding "due and" after "Loss" in the ninth line thereof.

2. Debt Rate. The definition of "Debt Rate" in Appendix A is hereby amended by (a) adding ", with respect to any Trust Certificate," after "mean" in the first line thereof, (b) deleting "the" in the third line and inserting "such" in lieu thereof, (c) deleting "Certificates then outstanding" in the third line and inserting "Certificate" in lieu thereof, and (d) adding "except as may be provided to the contrary in any Trust Certificate Purchase Agreement," after "Certificates," in the seventh line thereof.

3. Indenture Supplement. The definition of "Indenture Supplement" in Appendix A is hereby amended by (a) adding "(i)" after "mean" in the first line thereof, and (b) adding the following at the end of such definition:

", or (ii) any supplement or amendment entered into from time to time between the Owner Trustee, in the capacities described therein, and the Indenture Trustee".

4. Lease Supplement. The definition of "Lease Supplement" in Appendix A is hereby amended by (a) adding "(i)" after "mean" in the first line thereof, and (b) adding the following at the end of such definition:

" , or (ii) any supplement or amendment entered into from time to time between the Lessor and Lessee".

5. Permitted Liens. The definition of "Permitted Liens" in Appendix A is hereby amended by deleting "Loan Participant" in clause (v) thereof and inserting in lieu thereof "Certificate Holders".

6. Purchase Agreement Assignment. The definition of "Purchase Agreement Assignment" in Appendix A is hereby amended by deleting "June 24, 1992" and inserting in lieu thereof "June 25, 1992".

6. Tax Indemnity Agreement. The definition of "Tax Indemnity Agreement" in Appendix A is hereby amended by adding the following at the end of such definition:

"as amended or modified from time to time".

7. 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 amended and supplemented by this Lease Supplement, shall be and remain in full force and effect.

8. 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.

9. 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.

10. 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 Lessee have caused this Lease Supplement to be duly delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

SOCIETY NATIONAL BANK,
not in its individual,
but solely as Owner Trustee

By: [Signature]
Name: C. M. NAGY
Title: VICE PRESIDENT

CORPORATE SEAL

Attest:

By: [Signature]
Name: K. JOYCE
Title: 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 Lessee have caused this Lease Supplement to be duly delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

SOCIETY NATIONAL BANK,
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: *[Signature]*
Name: Denis E Springer
Title: Sr VP, Treasurer and C.F.O.

CORPORATE SEAL

Attest:

By: *[Signature]*
Name: CRAIG N. SMETKO
Title: ASSISTANT SECRETARY

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

On this 24th of August, 1992, before me personally appeared C.M. NAGY and K. JOYCE, to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively of SOCIETY NATIONAL BANK, 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.

Douglas A. Wilson
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: _____

