

2-240A009

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 17825-D  
FILED 1423  
AUG 27 1992 9 46 AM  
OF COUNSEL  
URBAN A. LESTER  
INTERSTATE COMMERCE COMMISSION

August 27, 1992

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

17825-D  
AUG 27 9 39 AM '92  
HOTEL OPERATING UNIT

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*

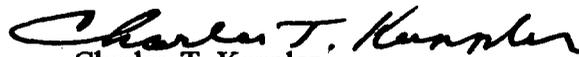
Mr. Sidney L. Strickland, Jr.  
August 27, 1992  
Page Two

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

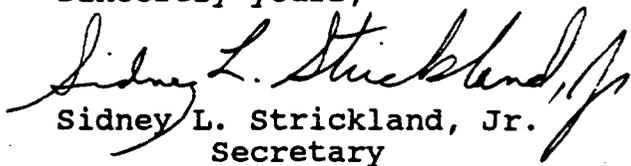
OFFICE OF THE SECRETARY

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

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
Lessee

RECORDATION NO. 17825A  
FILED 1423

AUG 27 1992 - 9 48 AM

INTERSTATE COMMERCE COMMISSION

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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.

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[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.]\*]

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\*/ 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: *Denis E Springer*  
Name: Denis E Springer  
Title: Sr VP Treasurer and C.F.O.

CORPORATE SEAL

Attest:

By: *Craig N. Smetko*  
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: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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 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.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

On this 24<sup>TH</sup> day of AUGUST, 1992, before me personally appeared DENIS E. SPRINGER and CRAG N. SMETKO, to me personally known, who being by me duly sworn, say that they are SR. VICE-PRESIDENT, TREASURER & CFO and ASST. SECRETARY 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.

Vicki L Stewart  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/19/94

