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INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

18284 B

RECORDATION NO. FILED 1425

JUN 30 1993 11:05 AM

18284 C
RECORDATION NO. FILED 1425

June 30, 1993

INTERSTATE COMMERCE COMMISSION

18284 X
RECORDATION NO. FILED 1425

JUN 30 1993 11:05 AM

INTERSTATE COMMERCE COMMISSION

New Newark

MOTOR OPERATING UNIT 1
JUN 30 11 00 AM '93
A
B
C

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

18284
RECORDATION NO. FILED 1425

JUN 30 1993 11:05 AM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed and acknowledged copies each of 1) an Equipment Lease Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 and 2) a Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 (each a "primary document"); and 3) a Lease Supplement (Santa Fe Trust No. 1992-3) No. 1 dated June 30, 1993 and 4) an Indenture Supplement No. 1 dated June 30, 1993 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

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

C. Alvord

Mr. Sidney L. Strickland, Jr.
June 30, 1993
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Trust Indenture and Security Agreement and Supplement No. 1

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

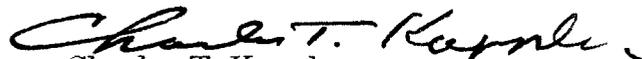
Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the foregoing documents is set forth in Schedule 1 to Lease Supplement No. 1.

Also enclosed is a check in the amount \$64 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,


Charles T. Kappler

CTK/bg
Enclosures

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 1

Dated June 30, 1993

between

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

REGISTRATION NO. 18281 B
FILED 1426

JUN 30 1993 11:05 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 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. 1992-3), DATED AS OF DECEMBER 20, 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. 1992-3) NO. 1

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 1 dated June 30, 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. 1992-3) dated as of December 20, 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 certain 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. The last clause of Section 2.3 of the Lease is deleted in its entirety and the following is inserted in lieu thereof:

"; Units accepted in connection with the second Closing Date (or Replacement Units substituted therefor under Section 11) shall be part of Tranche II ("Tranche II"); Units accepted in connection with the third Closing Date (or Replacement Units substituted therefor under Section 11) shall be part of Tranche III ("Tranche III"); Units accepted in connection with the fourth Closing Date (or replacement Units substituted therefor under Section 11) shall be part of Tranche IV ("Tranche IV"); and Units accepted in connection with the fifth Closing Date (or replacement Units substituted therefor under Section 11) shall be part of Tranche V ("Tranche V").

2. 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.

3. 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.

4. 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.

5. 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 appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

6. 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.

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 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 December 20, 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 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: *J. Craig N. Smetko*
Name: *J. Craig N. Smetko*
Title: *Assistant Secretary*



STATE OF Delaware)
COUNTY OF Newcastle) SS

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 and Assistant Vice President 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.

Sharon M. Brendle
Notary Public

SHARON M. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this _____ day of June, 1993, 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: _____

SCHEDULE I
UNITS

RACK NUMBER -----	SHIP DATE -----	SERVICE -----
ATSF 3170	05/21/93	GM
ATSF 3171	05/24/93	GM
ATSF 3172	05/24/93	GM
ATSF 3173	05/24/93	GM
ATSF 3174	05/24/93	GM
ATSF 3175	05/24/93	GM
ATSF 3176	05/24/93	GM
ATSF 3177	05/24/93	GM
ATSF 3178	05/24/93	GM
ATSF 3146	05/25/93	GM
ATSF 3151	05/25/93	GM
ATSF 3153	05/25/93	GM
ATSF 3155	05/25/93	GM
ATSF 3179	05/25/93	GM
ATSF 3180	05/25/93	GM
ATSF 3181	05/25/93	GM
ATSF 3182	05/25/93	GM
ATSF 3183	05/25/93	GM
ATSF 3184	05/25/93	GM
ATSF 3185	05/25/93	GM
ATSF 3186	05/25/93	GM
ATSF 3187	05/26/93	GM
ATSF 3188	05/26/93	GM
ATSF 3189	05/26/93	GM
ATSF 3190	05/26/93	GM
ATSF 3191	05/26/93	GM
ATSF 3192	05/26/93	GM
ATSF 3193	05/26/93	GM
ATSF 3194	05/26/93	GM
ATSF 3195	05/27/93	GM
ATSF 3197	05/27/93	GM
ATSF 3198	05/27/93	GM
ATSF 3199	05/27/93	GM
ATSF 3200	05/27/93	GM
ATSF 3201	05/27/93	GM
ATSF 3202	05/27/93	GM
ATSF 3203	05/27/93	GM
ATSF 3196	05/28/93	GM
ATSF 3204	05/28/93	GM
ATSF 3205	05/28/93	GM
ATSF 3206	05/28/93	GM
ATSF 3207	05/28/93	GM
ATSF 3208	05/28/93	GM
ATSF 3209	05/28/93	GM
ATSF 3210	05/28/93	GM
ATSF 3211	06/01/93	GM
ATSF 3212	06/01/93	GM
ATSF 3213	06/01/93	GM

RACK NUMBER -----	SHIP DATE -----	SERVICE -----
ATSF 3214	06/01/93	GM
ATSF 3215	06/01/93	GM
ATSF 3216	06/01/93	GM
ATSF 3217	06/01/93	GM
ATSF 3218	06/01/93	GM
ATSF 3219	06/02/93	GM
ATSF 3220	06/02/93	GM
ATSF 3221	06/02/93	GM
ATSF 3222	06/02/93	GM
ATSF 3223	06/02/93	GM
ATSF 3224	06/02/93	GM
ATSF 3225	06/02/93	GM
ATSF 3226	06/02/93	GM
ATSF 3227	06/03/93	GM
ATSF 3228	06/03/93	GM
ATSF 3229	06/03/93	GM
ATSF 3230	06/03/93	GM
ATSF 3231	06/03/93	GM
ATSF 3232	06/03/93	GM
ATSF 3233	06/03/93	GM
ATSF 3234	06/03/93	GM
ATSF 3235	06/04/93	GM
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ATSF 3252	06/08/93	GM
ATSF 3253	06/08/93	GM
ATSF 3254	06/08/93	GM
ATSF 3255	06/08/93	GM
ATSF 3256	06/08/93	GM
ATSF 3257	06/08/93	GM
ATSF 3258	06/08/93	GM
ATSF 3259	06/09/93	GM
ATSF 3260	06/09/93	GM
ATSF 3261	06/09/93	GM

RACK NUMBER -----	SHIP DATE -----	SERVICE -----
ATSF 3262	06/09/93	GM
ATSF 3263	06/09/93	GM
ATSF 3264	06/09/93	GM
ATSF 3265	06/09/93	GM
ATSF 3266	06/10/93	GM
ATSF 3267	06/10/93	GM
ATSF 3268	06/10/93	GM
ATSF 3269	06/10/93	GM
ATSF 3270	06/10/93	GM
ATSF 3271	06/10/93	GM
ATSF 3272	06/10/93	GM

RACK NUMBER -----	SHIP DATE -----	SERVICE -----
ATSF 3273	06/11/93	CHRYSLER
ATSF 3274	06/11/93	CHRYSLER
ATSF 3275	06/11/93	CHRYSLER
ATSF 3276	06/11/93	CHRYSLER
ATSF 3277	06/11/93	CHRYSLER
ATSF 3278	06/11/93	CHRYSLER
ATSF 3279	06/11/93	CHRYSLER
ATSF 3280	06/14/93	CHRYSLER
ATSF 3281	06/14/93	CHRYSLER
ATSF 3282	06/14/93	CHRYSLER
ATSF 3283	06/14/93	CHRYSLER
ATSF 3284	06/14/93	CHRYSLER
ATSF 3285	06/14/93	CHRYSLER
ATSF 3286	06/14/93	CHRYSLER
ATSF 3287	06/14/93	CHRYSLER
ATSF 3288	06/15/93	CHRYSLER
ATSF 3289	06/15/93	CHRYSLER
ATSF 3290	06/15/93	CHRYSLER
ATSF 3291	06/15/93	CHRYSLER
ATSF 3292	06/15/93	CHRYSLER

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