

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY



1700 East Golf Road
Schaumburg, Illinois 60173-5860

Writer's Direct Dial
(708) 995-6824

April 20, 1995

RECORDATION NO. *14220-E* FILED 1995

APR 24 1995 10:55 AM

RECORDATION COMMISSION

Mr. Alan J. Moore
Mayer, Brown & Platt
2000 Pennsylvania Avenue, NW
Washington, D.C. 20006

Dear Alan:

Enclosed please find the original Termination and Release of the Equipment Trust Agreements Series 3, dated as of November 1, 1993, under the correct recordation number 14220. As discussed, I would appreciate if you could re-stamp the Agreements with the correct number and than overnight them to me.

Please contact me at the above number should you have any questions. Thank you for your help in this matter.

Very truly yours,

Kathleen M. Magiera
Legal Assistant

cc: Mr. C. N. Smetko

lwcop\wp\cns\equipt\series3.rec



Interstate Commerce Commission
Washington, D.C. 20423-0001

4/24/95

Office Of The Secretary

Craig N. Smetko
General Attorney
The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

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 4/24/95 at 3:40 PM, and assigned recordation number(s). 14220-E*. in lieu of 7560-N as previously recorded.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100578078)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

0100578078

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY



1700 East Golf Road
Schaumburg, Illinois 60173-5860

Direct Dial: (708) 995-6819
Facsimile: (708) 995-6846

PLEASE STAMP AND RETURN TO SANTA FE

March 28, 1995

VIA FEDERAL EXPRESS

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 14220-E FILED 1995
MAR 30 1995 - 3 10 PM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
MAR 30 3 37 PM '95
LICENSING BRANCH

Re: Termination and Release dated as of November 1, 1993
The Atchison, Topeka and Santa Fe Railway Company
Equipment Trust Agreement, Series 3, dated November 1, 1983

Dear Mr. Williams:

Enclosed herewith please find an original and five (5) counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination and Release dated as of November 1, 1983, a secondary document. The primary document to which this document is connected is The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 3, dated November 1, 1983, as supplemented, which is recorded under Recordation No. 7560.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

Counterparts - [Signature]

The equipment covered by Equipment Trust Agreement, Series 3, is described on Schedule A attached hereto and made a part hereof.

For the convenience of the parties, I have enclosed five (5) additional counterparts of the Equipment Trust Agreement, which I would like to have returned to me bearing the recordation information. In addition, please find a pre-addressed, stamped envelope for the convenience of returning the counterparts to Santa Fe.

Enclosed please find Check No. 4416, dated March 28, 1995 for the amount of \$21.00 for payment of the Commission's prescribed recordation fee.

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

Termination and Release, dated as of November 1, 1993 which terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 3, dated as of November 1, 1983, and provides for, and by appended Bill of Sale effects, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,


Craig N. Smetko
General Attorney

CNS/cns
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/30/95

Office Of The Secretary

Craig N. Smetko
General Attorney
The Atchison, Topeka And Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

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 3/30/95 at 3:40PM, and assigned recordation number(s). 14220-E

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100578078)

\$21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

EQUIPMENT TRUST, SERIES 3
DATED NOVEMBER 1, 1983

RECORDATION NO. 14220-E
FILED 1425

MAR 30 1995 -5 10 PM

Termination and Release

KANSAS STATE COMMERCE COMMISSION

This AGREEMENT is made and entered into as of this 1st day of November 1993, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 3, dated as of November 1, 1983, as supplemented (the "Trust Agreement").

WITNESSETH:

WHEREAS, the Company, by the payment for its account on or about November 1, 1993, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 5.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 5.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 5.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after November 1, 1999 of the amount, if any, of the same still held by the Trustee under that Section 5.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of November 1, 1993 except as to such terms and provisions thereof for which continuation after November 1, 1993 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of November 1, 1993, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

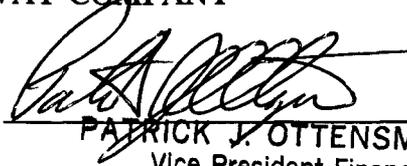
By:  _____

Its: VICE PRESIDENT

ATTEST 
By: _____
Its: ASSISTANT SECRETARY

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By:



PATRICK J. OTTENSMEYER
Vice President-Finance

Its:

ATTEST:

By:



Its:

CRAIG N. SMETKO
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

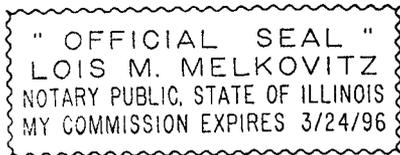
On this 21st day of March, 1995, before me personally appeared J. BARTOLINI, to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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.



Kimberly Lange
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27 day of MARCH, 1995, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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.



Lois M. Melkovitz
Notary Public

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 3 dated as of November 1, 1983 (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), **AS IS AND WHERE IS.**

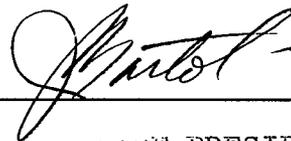
TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized and its corporate seal to be hereunto affixed as of this 1st day of November 1, 1993.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

By: _____

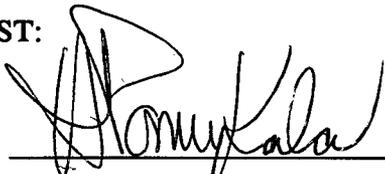


Its: _____

VICE PRESIDENT

ATTEST: _____

By: _____



Its: _____

ASSISTANT SECRETARY

EXHIBIT 1

EQUIPMENT TRUST, SERIES 3

SCHEDULE A

| <u>Quantity</u> | <u>Type/Manufacturer</u> | <u>Remanufacturing Cost</u> | |
|-----------------|---|-----------------------------|--------------|
| | | <u>Per Unit</u> | <u>Total</u> |
| 1 | Locomotive Electric Power Unit ("Slug"), Original GMC (EMD) Model GP-9; ATSF, Remanufacturer; No. 105 . . . | \$109,233.00 | \$ 109,233 |
| 28 | 2500 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-30; ATSF, Remanufacturer; Nos. 2702 2707, 2709, 2711, 2714, 2715, 2719, 2720, 2722, 2726, 2729, 2735, 2737, 2738, 2739, 2740, 2751, 2755, 2756, 2765, 2769, 2771, 2772, 2775, 2778, 2779, 2781 and 2782 | \$348,224.11 | \$ 9,750,275 |
| 2 | 2500 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-35; ATSF, Remanufacturer; Nos. 2897 and 2934 | \$303,726.50 | \$ 607,453 |
| 30 | 2500 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-35; ATSF, Remanufacturer; Nos. 2807 2819, 2830, 2831, 2834, 2836, 2838, 2841, 2843, 2849, 2852, 2854, 2356, 2857, 2862, 2873, 2875, 2876, 2880, 2888, 2890, 2892, 2906, 2913, 2916, 2920, 2928, 2935, 2943, and 2944 | \$340,123.27 | \$10,203,698 |
| 2 | 200 HP Diesel Electric Locomotives, Original GMC (EMD) Model GP-38; ATSF, Remanufacturer; Nos. 3512 and 3532 | \$291,677.50 | \$ 583,355 |

| <u>Quantity</u> | <u>Type/Manufacturer</u> | <u>Remanufacturing Cost</u> | |
|-----------------|--|-----------------------------|---------------|
| | | <u>Per Unit</u> | <u>Total</u> |
| 2 | 3600 HP Diesel Electric Locomotives (20 cylinders), Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5343 and 5347 | \$347,157.50 | \$ 694,315 |
| 30 | 3600 HP Diesel Electric Locomotives (20 cylinders), Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5348 to 5362, both inclusive, and 5364 to 5376, both inclusive, Nos. 5501 and 5502 | \$409,793.39 | \$12,293,802 |
| 29 | 3600 HP Diesel Electric Locomotives SDF-45 (20 cylinders, Original GMC (EMD) Model SD-45; ATSF, Remanufacturer; Nos. 5966, 5977, 5986, 5989, 5950, 5951, 5952, 5954, 5957, 5958, 5960, 5961, 5962, 5964, 5967, 5968, 5969, 5971, 5973, 5974, 5978, 5979, 5980, 5982, 5983, 5984, 5985, 5987 and 5988 | \$444,322.69 | \$12,885,358 |
| 3 | 3600 HP Diesel Electric Locomotives, Original General Electric Model U36-C; ATSF, Remanufacturer; Nos. 9537, 9538 and 9539 | \$523,178.00* | \$ 1,569,534* |
| 4 | 3600 HP Diesel Electric Locomotives, original General Electric Model U36-C; ATSF, Remanufacturer; Nos. 9540, 9541, 9560 and 9561 | \$535,353.00* | \$ 2,141,412* |
| 6 | 3600 HP Diesel Electric Locomotives, Original GMC (EMD) Model SD45-2; ATSF, Remanufacturer; Nos. 7209, 7210, 7211, 7212, 7213 and 5834 | \$604,000.00* | \$ 3,624,000* |

| <u>Quantity</u> | <u>Type/Manufacturer</u> | <u>Remanufacturing Cost</u> | |
|-----------------|--|-----------------------------|---------------------|
| | | <u>Per Unit</u> | <u>Total</u> |
| 1 | 3600 HP Diesel Electric Locomotive Original GMC (EMD) Model SD45-2; ATSF Remanufacturer; No. 5836 . . | \$ n/a | \$403,696** |
| 1 | 3600 HP Diesel Electric Locomotive Original GMC (EMD) Model SD45-2; ATSF Remanufacturer; No. 5837 . . | \$ n/a | \$402,603** |
| <hr/> 139 | Total | | <u>\$55,268,734</u> |

*Estimated Remanufacturing Cost
**Casualty Value as of 1/31/91

(Revised 3/91)

cns0006