

# SECURITIES AND EXCHANGE COMMISSION

## FORM 424B3

Prospectus filed pursuant to Rule 424(b)(3)

Filing Date: **1994-01-21**  
SEC Accession No. **0000950131-94-000040**

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### FILER

#### **SANTA FE PACIFIC CORP**

CIK: **732639** | IRS No.: **363258709** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **424B3** | Act: **33** | File No.: **033-51435** | Film No.: **94502218**  
SIC: **4011** Railroads, line-haul operating

Business Address  
1700 EAST GOLF RD  
SCHAUMBURG IL 60173-5860  
7089956000

+++++  
+INFORMATION CONTAINED IN THIS PRELIMINARY PROSPECTUS SUPPLEMENT IS SUBJECT TO +  
+COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE +  
+SECURITIES HAS BEEN DECLARED EFFECTIVE BY THE SECURITIES AND EXCHANGE +  
+COMMISSION PURSUANT TO RULE 415 UNDER THE SECURITIES ACT OF 1933. A FINAL +  
+PROSPECTUS SUPPLEMENT AND ACCOMPANYING PROSPECTUS WILL BE DELIVERED TO +  
+PURCHASERS OF THESE SECURITIES. THIS PRELIMINARY PROSPECTUS SUPPLEMENT AND +  
+THE ACCOMPANYING PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE +  
+SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +  
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +  
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +  
+ANY SUCH STATE. +

+++++  
SUBJECT TO COMPLETION, DATED JANUARY 19, 1994

PROSPECTUS SUPPLEMENT  
(To Prospectus dated January 13, 1994)

LOGO  
SANTA FE PACIFIC CORPORATION

\$100,000,000

% Notes due February , 2004

Interest payable February and August

ISSUE PRICE: %

Interest on the % Notes due February , 2004 (the "Notes") is payable semiannually on February and August of each year, beginning August , 1994. The Notes will not be redeemable prior to maturity and will not be subject to any sinking fund. The Notes will be represented by a Global Security registered in the name of The Depository Trust Company (the "Depository") or its nominee. Interests in the Global Security will be shown on, and transfer thereof will be effected only through, records maintained by the Depository and its participants. Except as described herein, Notes in definitive form will not be issued. See "Description of Notes."

Settlement for the Notes will be made in immediately available funds. So long as the Notes are represented by the Global Security registered in the name of the Depository or its nominee, the Notes will trade in the Depository's Same-Day Funds Settlement System, and secondary market trading activity in the Notes will therefore settle in immediately available funds. So long as the Notes are represented by Global Securities, all payments of principal and interest will be made by the Company in immediately available funds. See "Description of Notes--Same-Day Settlement and Payment" in this Prospectus Supplement.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND

EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS TO WHICH IT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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	PRICE TO PUBLIC (1)	UNDERWRITING DISCOUNTS AND COMMISSION (2)	PROCEEDS TO COMPANY (1) (3)
<S> Per Note	<C> %	<C> %	<C> %
Total	\$	\$	\$

</TABLE>

- (1) Plus accrued interest, if any, from February , 1994.
- (2) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (3) Before deducting expenses payable by the Company estimated at \$ ,000.

The Notes are offered, subject to prior sale, when, as and if accepted by the Underwriters and subject to approval of certain legal matters by Sullivan & Cromwell, counsel for the Underwriters. It is expected that delivery of the Notes will be made in book-entry form only on or about February , 1994 through the facilities of the Depositary, against payment therefor in same-day funds.

J.P. MORGAN SECURITIES INC.

GOLDMAN, SACHS & CO.

SALOMON BROTHERS INC

, 1994

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED IN THE OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS SUPPLEMENT AND PROSPECTUS DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH THEY RELATE OR ANY OFFER TO SELL OR THE SOLICITATION OF ANY OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR

SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

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PROSPECTUS

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents heretofore filed by the Company under the Securities Exchange Act of 1934 with the Commission are incorporated herein by reference: (1) Annual Report on Form 10-K for the year ended December 31, 1992; (2) Quarterly Reports on Form 10-Q for the quarters ended March 31, 1993, June 30, 1993, and September 30, 1993; (3) the Current Report on Form 8-K dated June 25,

1993 and Current Report Form 8-K/A (Amendment No. 1) with respect thereto; and (4) Current Report on Form 8-K dated January 19, 1994.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act subsequent to the date of this Prospectus Supplement and prior to the termination of the Offering shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus Supplement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus Supplement.

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The Company will provide without charge to each person to whom this Prospectus Supplement has been delivered a copy of any or all of the documents referred to above which have been or may be incorporated by reference herein other than exhibits to such documents (unless such exhibits are specifically incorporated by reference therein). Requests for such copies should be directed to Santa Fe Pacific Corporation, 1700 East Golf Road, Schaumburg, Illinois 60173-5860, Attention: Marsha K. Morgan, Corporate Secretary, telephone number (708) 995-6000.

#### USE OF PROCEEDS

The net proceeds from the sale of the Notes offered hereby will be used for general corporate purposes, including the repayment of the Company's Bank Term Loan and Revolving Credit Agreement ("Bank Term Loan"). At January 19, 1994, approximately \$25 million was outstanding under the Bank Term Loan, of which approximately \$3,214,000 was owing to Morgan Guaranty Trust Company of New York and to J.P. Morgan Delaware, each an affiliate of J.P. Morgan Securities Inc. Approximately \$3,214,000 of the net proceeds of this offering will be used to repay amounts owing under the Bank Term Loan to affiliates of J.P. Morgan Securities Inc. The Bank Term Loan matures in 1997 and pays interest at floating rates, which rate is currently 3.875% per annum.

#### CAPITALIZATION

The following table sets forth the consolidated capitalization of the Company as of December 31, 1993, and as adjusted to give effect to the issuance of the Notes offered hereby and application of a portion of the net proceeds therefrom to repay the indebtedness under the Company's Bank Term Loan.

<TABLE>  
<CAPTION>

ACTUAL	AS ADJUSTED
-----	-----
(UNAUDITED)	

	(IN MILLIONS)	
<S>	<C>	<C>
Total Debt:		
Equipment obligations.....	\$ 478.9	\$ 478.9
Pipeline Exchangeable Debentures.....	219.0	219.0
Senior Notes.....	200.0	200.0
Term Loan.....	108.7	108.7
Bank Term Loan (1).....	50.0	0.0
Gold Credit Facility.....	140.0	140.0
Mortgage bonds.....	95.8	95.8
Notes offered hereby.....	--	100.0
Other obligations.....	83.4	83.4
	-----	-----
Total Debt (2).....	1,375.8	1,425.8
	-----	-----
Shareholders' Equity:		
Common stock.....	190.0	190.0
Paid-in capital.....	869.7	869.7
Retained earnings.....	340.3	340.3
Treasury stock.....	(131.7)	(131.7)
	-----	-----
Total Shareholders' Equity.....	1,268.3	1,268.3
	-----	-----
Total Capitalization.....	\$2,644.1	\$2,694.1
	=====	=====

</TABLE>

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- (1) A principal payment of \$25 million was made on the Bank Term Loan on January 6, 1994. Accordingly, the use of \$25 million of the proceeds from the Notes offered hereby for payment on the Bank Term Loan would repay the balance of this outstanding indebtedness.
- (2) Total debt includes current maturities of \$190.7 million with respect to the Company's long term debt as of December 31, 1993, and \$178.2 million as adjusted to give effect to the Notes offered hereby and repayment of the Bank Term Loan.

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#### RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges of the Company for the years ended December 31, 1993, 1992 and 1991 is shown below. The ratio of earnings to fixed charges has been computed on a consolidated basis. Earnings represent income from continuing operations before income taxes less equity in undistributed earnings of unconsolidated affiliates, plus fixed charges. Fixed charges represent interest costs, amortization of debt discount and issue costs, and the estimated interest portion of rental charges.

<TABLE>

<CAPTION>

YEAR ENDED  
DECEMBER 31,

	1993	1992	1991
<S>	<C>	<C>	<C>
Ratio of Earnings to Fixed Charges (1).....	4.6	1.5	1.5

(1) Earnings in 1993 include a \$145.4 million gain on the sale of rail lines in southern California and a \$217.5 million gain on the exchange of mineral assets. Excluding these gains, the ratio would have been 2.6. Earnings in 1992 include a \$320.4 million special charge of The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe Railway") and a \$204.9 million gain on the sale of rail lines in southern California. Excluding these items the ratio would have been 2.0.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated financial data for 1993 is unaudited but in the Company's opinion, all adjustments necessary to fairly summarize such information have been included therein. The summary consolidated financial data for 1992 and 1991 have been derived from the Company's audited consolidated financial statements and should be read in conjunction with those financial statements and notes thereto that are incorporated by reference herein. See "Documents Incorporated by Reference."

<TABLE>  
<CAPTION>

	YEAR ENDED DECEMBER 31,		
	1993	1992	1991
	(IN MILLIONS)		
<S>	<C>	<C>	<C>
For the Period:			
Revenues.....	\$2,726.4	\$2,496.4	\$2,360.0
Operating income.....	422.8	77.6 (1)	342.0
Net income (loss) (2).....	338.8	(104.5)	96.4
At Period-End:			
Total assets.....	5,937.0	5,345.4	5,220.6
Total debt.....	1,375.8	1,451.5	1,844.4
Shareholders' equity.....	1,268.3	928.5	1,036.9

</TABLE>

- (1) Includes special charges at Santa Fe Railway of \$320.4 million and at Santa Fe Pacific Pipeline Partners, L.P. ("Pipelines") of \$4.5 million.
- (2) 1993 net income includes the after-tax effect of gain on the sale of rail lines in southern California, gain on the exchange of mineral assets, favorable outcome of arbitration and litigation settlements, Pipelines special charges, and the retroactive impact of the increase in federal income tax rate to 35%. 1992 net income includes the after-tax effect of Santa Fe Railway and Pipelines special charges, gain on the sale of rail lines in southern California, the cumulative effect of a change in accounting, and an extraordinary charge for early retirement of debt.

Adjusted for these items, net income would have been \$167.6 million and \$138.8 million in 1993 and 1992, respectively.

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#### RECENT DEVELOPMENTS

On January 19, 1994, the Company announced results for the year ended December 31, 1993. Excluding special items, the Company reported adjusted net income of \$167.6 million, or \$0.90 per share for the year compared to \$138.8 million, or \$0.75 per share in 1992. The improved 1993 performance is due to higher operating income at Santa Fe Railway and Santa Fe Pacific Gold Corporation ("SFP Gold") and lower interest expense, offset by lower other income-net, related to reduced land sales and interest income. The improved income at Santa Fe Railway reflects growth in traffic and continued operating efficiencies, and occurred despite depressed third quarter income due to floods in the Midwest. The increase in SFP Gold operating income includes the benefits of increased production at all operations including mines acquired as part of the asset exchange completed in the second quarter of 1993 with Hanson Natural Resources Company.

Including special items, the Company reported net income of \$338.8 million, or \$1.81 per share for the year compared to a loss of \$104.5 million, or \$0.57 per share in 1992. Annual 1993 results include a \$32.0 million increase in tax expense for the retroactive effect of the increase in the maximum corporate federal income tax rate from 34 percent to 35 percent, \$12.2 million in pre-tax expense for the Company's portion of environmental and litigation charges at Pipelines, and \$21.6 million in pre-tax gains related to the favorable outcome of arbitration and litigation settlements, all reflected in the third quarter. In addition, 1993 includes a second quarter non-cash pre-tax gain of \$217.5 million on the asset exchange with Hanson Natural Resources Company and a first quarter pre-tax gain of \$145.4 million from the sale of rail lines in southern California to various transit agencies.

The 1992 results include a fourth quarter pre-tax gain of \$204.9 million from the sale of rail lines in southern California and an after-tax extraordinary charge of \$5.0 million in the fourth quarter for early retirement of debt, as well as third quarter pre-tax charges totaling \$324.9 million related to Santa Fe Railway's crew consist agreement and operations centralization, and increased environmental accruals at Santa Fe Railway and Pipelines. Results in 1992 also include a net charge of \$163.0 million taken in the first quarter for the adoption of a new accounting method for health and life insurance and disability benefits for retired and inactive employees.

#### DESCRIPTION OF NOTES

The following description of the particular terms of the Notes supplements, and to the extent inconsistent therewith replaces, the description of the general terms and provisions of the Debt Securities set forth in the accompanying Prospectus, to which description reference is hereby made. Whenever a defined term is referred to and not herein defined, the definition thereof is contained in the accompanying Prospectus or in the Indenture



referred to therein.

## GENERAL

The Notes constitute a single series of Securities to be issued pursuant to an Indenture, dated as of January 13, 1994, between the Company and The First National Bank of Chicago. The Notes will be limited to \$100,000,000 in aggregate principal amount and will mature on \_\_\_\_\_, 2004. The Notes may not be redeemed prior to maturity and are not entitled to any sinking fund.

The Notes will bear interest at the rate per annum set forth on the cover page of this Prospectus Supplement from \_\_\_\_\_, 1994 or from the most recent interest payment date to which interest has been paid or provided for, payable semiannually in arrears on February \_\_\_\_\_ and August \_\_\_\_\_ of each year, commencing February \_\_\_\_\_, 1994, to the persons in whose names the Notes are registered at the Close of business on the immediately preceding January and July, respectively, whether or not such day is a Business Day.

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## BOOK-ENTRY SYSTEM

Upon issuance, the Notes will be represented by a Global Security deposited with, or on behalf of, The Depository Trust Company, New York, New York, which will act as Depository with respect to the Notes (the "Depository"). The Global Security representing the Notes will be registered in the name of a nominee of the Depository. Except under the circumstances described in the accompanying Prospectus under "Description of Debt Securities--Global Securities," the Notes will not be issuable in definitive form. So long as the Notes are represented by a Global Security, the Depository's nominee will be considered the sole owner or holder of the Notes for all purposes under the Indenture, and the beneficial owners of the Notes will be entitled only to those rights and benefits afforded to them in accordance with the Depository's regular operating procedures. See "Description of Debt Securities--Global Securities" in the Prospectus.

The Depository has advised the Company and the Underwriters as follows: The Depository is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. The Depository was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depository's participants include securities brokers and dealers (including the Underwriters), banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own the Depository. Access to the Depository's book-entry system is also available to other entities, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a participant, either

directly or indirectly.

A further description of the Depository's procedures with respect to Global Securities is set forth in the accompanying Prospectus under "Description of Debt Securities--Global Securities." The Depository has confirmed to the Company, the Underwriters and the Trustee that it intends to follow such procedures with respect to the Notes.

#### SAME-DAY SETTLEMENT AND PAYMENT

Settlement for the Notes will be made by the Underwriters in immediately available funds. So long as the Notes are represented by Global Securities, all payments of principal and interest will be made by the Company in immediately available funds.

Secondary trading in long-term notes and debentures of corporate issuers is generally settled in clearinghouse or next-day funds. In contrast, so long as the Notes are represented by Global Securities registered in the name of the Depository or its nominee, the Notes will trade in the Depository's Same-Day Funds Settlement System, and secondary market trading activity in the Notes will therefore be required by the Depository to settle in immediately available funds. No assurance can be given as to the effect, if any, of settlement in immediately available funds on trading activity in the Notes.

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#### UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement dated the date hereof, the Company has agreed to sell to the Underwriters named below, severally, and each of the Underwriters has severally agreed to purchase, the principal amount of Notes set forth opposite its name below:

<TABLE>  
<CAPTION>

UNDERWRITERS -----	PRINCIPAL AMOUNT OF NOTES -----
<S>	<C>
J.P. Morgan Securities Inc.....	\$ ,000,000
Goldman, Sachs & Co.....	,000,000
Salomon Brothers Inc.....	,000,000
	-----
Total.....	\$100,000,000 =====

</TABLE>

Under the terms and conditions of the Underwriting Agreement, the Underwriters are obligated to take and pay for all of the Notes if any are taken.

The Underwriters initially propose to offer the Notes directly to the public

at the Price to Public set forth on the cover page of this Prospectus Supplement and to certain dealers at such price less a concession not in excess of . % of the principal amount of the Notes. The Underwriters may allow, and such dealers may reallow, a concession not in excess of . % of the principal amount of the Notes to certain other dealers. After the initial public offering of the Notes, the public offering price and such concessions may be changed.

The Company does not intend to apply for listing of the Notes on a national securities exchange. The Notes are a new series of securities with no established trading market. The Company has been advised by the Underwriters that such Underwriters intend to make a market in the Notes, as permitted by applicable laws and regulations, but are not obligated to do so and may discontinue market making at any time at the sole discretion of such Underwriters without notice. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes.

The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

In the ordinary course of their respective businesses, each of the Underwriters and certain of their respective affiliates have individually engaged, and may in the future engage, in investment banking and commercial banking transactions with the Company and its affiliates. Morgan Guaranty Trust Company of New York, an affiliate of J.P. Morgan Securities Inc., is the agent bank for the Company's Bank Term Loan. At January 19, 1994, approximately \$25,000,000 was outstanding under this facility, of which approximately \$3,214,000 was owed to Morgan Guaranty Trust Company of New York and to J.P. Morgan Delaware, another affiliate of J.P. Morgan Securities Inc. See "Use of Proceeds."

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SANTA FE PACIFIC CORPORATION

DEBT SECURITIES

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Santa Fe Pacific Corporation (the "Company") may from time to time offer debt securities consisting of debentures, notes and/or other unsecured evidences of indebtedness in one or more series at an aggregate initial offering price not to exceed \$250,000,000 or its equivalent in any other currency or composite currency ("Debt Securities"). The Debt Securities may be offered as separate series in amounts, at prices, and on terms to be determined at the time of sale. The accompanying Prospectus Supplement sets forth with regard to the series of Debt Securities in respect of which this Prospectus is being delivered (the "Securities") the title, aggregate principal amount, denominations (which may be in United States dollars, in any other currency or in a composite currency), maturity, rate, if any (which may be fixed or variable), and time of payment of any interest, any terms for redemption at the

option of the Company or the holder, any terms for sinking fund payments, any listing on a securities exchange and the initial public offering price and any other terms in connection with the offering and sale of such Securities.

The Company may sell Debt Securities to or through one or more underwriters or underwriters syndicates led by one or more managing underwriters, and also may sell Debt Securities directly to other purchasers or through agents. The accompanying Prospectus Supplement sets forth the names of any underwriters or agents involved in the sale of the Debt Securities in respect of which this Prospectus is being delivered, the principal amounts, if any, to be purchased by underwriters and the compensation, if any, of such underwriters or agents. See "Plan of Distribution" for possible indemnification arrangements for underwriters, agents and their controlling persons.

This prospectus may not be used to consummate sales of Debt Securities unless accompanied by the Prospectus Supplement applicable to the Debt Securities being sold.

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THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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The date of this Prospectus is January 13, 1994

#### AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy and information statements and other information filed with the Commission can be inspected and copied during normal business hours at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at its regional offices at Seven World Trade Center, Suite 1300, New York, New York 10048; and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. Such reports, proxy and information statements, and other information concerning the Company can also be inspected at the offices of the New York Stock Exchange (the "NYSE"), 20 Broad Street, New York, New York 10005, the Chicago Stock Exchange, 440 South LaSalle Street, Chicago, Illinois 60605, and the Pacific Stock Exchange, 301 Pine Street, San Francisco, California 94104, on which exchanges the common stock of the Company is listed.

This Prospectus constitutes a part of a registration statement on Form S-3 (together with all amendments and exhibits, the "Registration Statement") filed by the Company (File No. 1-8627) with the Commission under the Securities Act of 1933, as amended (the "Securities Act"). This Prospectus omits certain of the information contained in the Registration Statement, and reference is hereby made to the Registration Statement and to the exhibits relating thereto for further information with respect to the Company and the Debt Securities offered hereby. Any statements contained herein concerning the provisions of any document are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. Each such statement is qualified in its entirety by such reference.

#### DOCUMENTS INCORPORATED BY REFERENCE

The following documents heretofore filed by the Company under the Exchange Act with the Commission are incorporated herein by reference: (1) Annual Report on Form 10-K for the year ended December 31, 1992; (2) Quarterly Reports on Form 10-Q for the quarters ended March 31, 1993, June 30, 1993, and September 30, 1993; and (3) the Current Report on Form 8-K dated June 25, 1993 and Current Report on Form 8-K/A (Amendment No. 1) with respect thereto.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the Offering shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide without charge to each person to whom this Prospectus has been delivered a copy of any or all of the documents referred to above which have been or may be incorporated by reference herein other than exhibits to such documents (unless such exhibits are specifically incorporated by reference therein). Requests for such copies should be directed to Santa Fe Pacific Corporation, 1700 East Golf Road, Schaumburg, Illinois 60173-5860, Attention: Marsha K. Morgan, Corporate Secretary, telephone number (708) 995-6000.

Unless otherwise indicated, currency amounts in the Prospectus and any Prospectus Supplement are stated in United States dollars ("\$" or "dollars").

IN CONNECTION WITH THE DISTRIBUTION OF THE DEBT SECURITIES, THE UNDERWRITERS OR AGENTS MAY EFFECT TRANSACTIONS IN THE DEBT SECURITIES WITH A VIEW TO STABILIZING OR MAINTAINING THE MARKET PRICES OF THE DEBT SECURITIES AT LEVELS OTHER THAN THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED IN ANY OVER-THE-COUNTER MARKET OR OTHERWISE AND, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

## THE COMPANY

Through its subsidiaries, the Company is engaged in rail transportation, the exploration, development, and production of gold, and pipeline transportation of refined petroleum products.

## SANTA FE RAILWAY

The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe Railway") is a major Class I freight railroad and as of December 31, 1992 operated approximately 8,750 route miles of track (approximately 7,800 of which were owned including easements) extending from Chicago to the Gulf of Mexico and the West Coast. Santa Fe Railway had 1992 revenues of \$2,252 million, representing 90 percent of the Company's total revenues. Santa Fe Railway transports a wide range of manufacturing, agricultural, and natural resource products in 12 midwestern, southwestern, and western states. Intermodal business is the largest segment of Santa Fe Railway's business mix, accounting for over 40 percent of revenues. Carload commodities, which comprise other significant segments, include chemicals and petroleum, coal and other minerals and ores, grain and grain products, beverages, canned goods and grocery products, motor vehicles and parts, forest products, and metals.

## SFP GOLD

Santa Fe Pacific Gold Corporation and its subsidiaries ("SFP Gold") conduct gold mining operations and explore for precious metals deposits. SFP Gold owns the Twin Creeks and Lone Tree gold mines in Nevada and the Mesquite gold mine in California. Gold contained in proven and probable in-place ore reserves totaled 11.2 million ounces in place as of June 30, 1993. SFP Gold expects to produce approximately 600,000 ounces of gold in 1993 and 900,000 ounces in 1994, which would rank it as the sixth largest primary gold producing company headquartered in North America. SFP Gold owns or controls approximately seven million acres of fee mineral rights in the western United States.

The Company's management and board of directors are continuing to review the possibility of SFP Gold becoming a publicly-traded company as occurred with the Company's former real estate and energy subsidiaries. This evaluation, and the timing of any such actions, involve a number of economic, business, tax, and other considerations. In June 1993, the Company filed a request with the Internal Revenue Service for a ruling that a spin-off of SFP Gold would qualify as a tax-free distribution to the Company's stockholders. No ruling has yet been received.

## PIPELINES

Through its subsidiaries, the Company owns an interest in, and serves as the general partner of, Santa Fe Pacific Pipeline Partners, L.P., a publicly traded Delaware master limited partnership formed in 1988 to acquire and operate a refined petroleum products pipeline system operating in the western United

States.

The Company is incorporated in the State of Delaware. The Company's principal executive offices are located at 1700 East Golf Road, Schaumburg, Illinois 60173-5860, telephone number (708) 995-6000.

#### RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of earnings to fixed charges of the Company for each of the five years ended December 31, 1992, and for the nine month period ended September 30, 1993.

<TABLE>

<CAPTION>

		YEAR ENDED DECEMBER 31,				
	NINE MONTHS ENDED	-----				
	SEPTEMBER 30, 1993	1992	1991	1990	1989	1988
	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Ratio of Earnings to Fixed Charges.....	5.0	1.5	1.5	--	--	1.0
Deficiency in earnings to cover fixed charges (in millions).....	--	--	--	\$178.8	\$473.1	--

</TABLE>

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The ratio of earnings to fixed charges has been computed on a consolidated basis. Earnings represent income from continuing operations before income taxes less equity in undistributed earnings of unconsolidated affiliates, plus fixed charges. Fixed charges represent interest costs, amortization of debt discount and issue costs, and the estimated interest portion of rental charges.

Nine months ended September 30, 1993 earnings include a \$145.4 million gain on the sale of California lines and a \$217.5 million gain on the exchange of mineral assets. Excluding these gains, the ratio would have been 2.3. Earnings in 1992 include a \$320.4 million Rail special charge and a \$204.9 million gain on the sale of California lines. Excluding these items the ratio would have been 2.0. Earnings in 1990 include a \$187.1 million charge for net unfavorable litigation settlements. Excluding this net charge, the ratio would have been 1.0. Earnings in 1989 include \$441.8 million for Rail special charges. Excluding these charges, SFP was unable to fully cover fixed charges by \$31.3 million.

#### USE OF PROCEEDS

Net proceeds from the sale of the Debt Securities of any series will be specified in the Prospectus Supplement applicable to such series and are expected to be used for general corporate purposes.

## DESCRIPTION OF DEBT SECURITIES

The Debt Securities are to be issued under an Indenture, dated as of January 13, 1994 (the "Indenture"), between the Company and The First National Bank of Chicago, as Trustee (the "Trustee"), a copy of which is filed as an exhibit to the Registration Statement of which this Prospectus is a part. The Debt Securities may be issued from time to time in one or more series. The particular terms of each series, or of Securities forming a part of a series, which are offered by a Prospectus Supplement will be described in such Prospectus Supplement.

The following summaries of certain provisions of the Indenture do not purport to be complete and are subject, and are qualified in their entirety by reference, to all the provisions of the Indenture, including the definitions therein of certain terms, and, with respect to any particular Securities, to the description of the terms thereof included in the Prospectus Supplement relating thereto. Wherever particular Sections or defined terms of the Indenture are referred to herein or in a Prospectus Supplement, such Sections or defined terms are incorporated by reference herein or therein, as the case may be.

The Company is a holding company, conducting its operations through its operating subsidiaries. Accordingly, the Company's ability to service the Debt Securities is dependent, in part, on its ability to obtain dividends or loans from such operating subsidiaries which may be subject to contractual restrictions. In addition, the rights of the Company and the rights of its creditors, including holders of the Debt Securities, to participate in any distribution of the assets of a subsidiary upon the liquidation or recapitalization of such subsidiary will be subject to the prior claims of the subsidiary's creditors except to the extent the Company itself may be a creditor with recognized claims against the subsidiary.

The covenants in the Indenture would not necessarily afford the holders of the Debt Securities protection in the event of a decline in the Company's credit quality resulting from highly leveraged or other transactions involving the Company.

### GENERAL

The Indenture provides that Debt Securities in separate series may be issued thereunder from time to time without limitation as to aggregate principal amount. The Company may specify a maximum aggregate principal amount for the Debt Securities of any series. (Section 301) The Debt Securities are to have such terms and provisions which are not inconsistent with the Indenture, including as to maturity, principal and interest, as the Company may determine. The Debt Securities will be unsecured obligations of the Company and will rank on a parity with all other unsecured and unsubordinated indebtedness of the Company.

The applicable Prospectus Supplement will set forth the price or prices at



which the Debt Securities to be offered will be issued and will describe the following terms of such Securities: (1) the title of such Securities; (2) any limit on the aggregate principal amount of such Securities or the series of which they are a part; (3) the date or dates on which the principal of any of such Securities will be payable; (4) the rate or rates at which any of such Securities will bear interest, if any, the date or dates from which any such interest will accrue, the Interest Payment Dates on which any such interest will be payable and the Regular Record Date for any such interest payable on any Interest Payment Date; (5) the place or places where the principal of and any premium and interest on any of such Securities will be payable; (6) the period or periods within which, the price or prices at which and the terms and conditions on which any of such Securities may be redeemed, in whole or in part, at the option of the Company; (7) the obligation, if any, of the Company to redeem or purchase any of such Securities pursuant to any sinking fund or analogous provision or at the option of the Holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions on which any of such Securities will be redeemed or purchased, in whole or in part, pursuant to any such obligation; (8) the denominations in which any of such Securities will be issuable, if other than denominations of \$1,000 and any integral multiple thereof; (9) if the amount of principal of or any premium or interest on any of such Securities may be determined with reference to an index or pursuant to a formula, the manner in which such amounts will be determined; (10) if other than the currency of the United States of America, the currency, currencies or currency units in which the principal of or any premium or interest on any of such Securities will be payable (and the manner in which the equivalent of the principal amount thereof in the currency of the United States of America is to be determined for any purpose, including for the purpose of determining the principal amount deemed to be Outstanding at any time); (11) if the principal of or any premium or interest on any of such Securities is to be payable, at the election of the Company or the Holder thereof, in one or more currencies or currency units other than those in which such Securities are stated to be payable, the currency, currencies or currency units in which payment of any such amount as to which such election is made will be payable, the periods within which and the terms and conditions upon which such election is to be made and the amount so payable (or the manner in which such amount is to be determined); (12) if other than the entire principal amount thereof, the portion of the principal amount of any of such Securities which will be payable upon declaration of acceleration of the Maturity thereof; (13) if the principal amount payable at the Stated Maturity of any of such Securities will not be determinable as of any one or more dates prior to the Stated Maturity, the amount which will be deemed to be such principal amount as of any such date for any purpose, including the principal amount thereof which will be due and payable upon any Maturity other than the Stated Maturity or which will be deemed to be Outstanding as of any such date (or, in any such case, the manner in which such deemed principal amount is to be determined); (14) if applicable, that such Securities, in whole or any specified part, are defeasible pursuant to the provisions of the Indenture described under "Defeasance and Covenant Defeasance-- Defeasance and Discharge" or "Defeasance and Covenant Defeasance-- Covenant Defeasance", or under both such captions; (15) whether any of such Securities will be issuable in whole or in part in the form of one or more Global Securities and, if so, the respective Depositaries for such Global Securities, the form of any legend or legends to be borne by any such Global Security in addition to or in lieu of the legend referred to under "Form,

Exchange and Transfer--Global Securities" and, if different from those described under such caption, any circumstances under which any such Global Security may be exchanged in whole or in part for Securities registered, and any transfer of such Global Security in whole or in part may be registered, in the names of Persons other than the Depositary for such Global Security or its nominee; (16) any addition to or change in the Events of Default applicable to any of such Securities and any change in the right of the Trustee or the Holders to declare the principal amount of any of such Securities due and payable; (17) any addition to or change in the covenants in the Indenture described under "Certain Restrictive Covenants" applicable to any of such Securities; and (18) any other terms of such Securities not inconsistent with the provisions of the Indenture. (Section 301)

Debt Securities, including Original Issue Discount Securities, may be sold at a substantial discount below their principal amount. Certain special United States federal income tax considerations (if any) applicable to Debt Securities sold at an original issue discount may be described in the applicable Prospectus Supplement.

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In addition, certain special United States federal income tax or other considerations (if any) applicable to any Debt Securities which are denominated in a currency or currency unit other than United States dollars may be described in the applicable Prospectus Supplement.

#### FORM, EXCHANGE AND TRANSFER

The Debt Securities of each series will be issuable only in fully registered form, without coupons, and, unless otherwise specified in the applicable Prospectus Supplement, only in denominations of \$1,000 and integral multiples thereof. (Section 302)

At the option of the Holder, subject to the terms of the Indenture and the limitations applicable to Global Securities, Debt Securities of each series will be exchangeable for other Debt Securities of the same series of any authorized denomination and of a like tenor and aggregate principal amount. (Section 305)

Subject to the term of the Indenture and the limitations applicable to Global Securities, Debt Securities may be presented for exchange as provided above or for registration of transfer (duly endorsed or with the form of transfer endorsed thereon duly executed) at the office of the Security Registrar or at the office of any transfer agent designated by the Company for such purpose. No service charge will be made for any registration of transfer or exchange of Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Such transfer or exchange will be effected upon the Security Registrar or such transfer agent, as the case may be, being satisfied with the documents of title and identity of the person making the request. The Company has appointed the Trustee as Security Registrar. Any transfer agent (in addition to the Security Registrar) initially designated by the Company for any Debt Securities will be

named in the applicable Prospectus Supplement. (Section 305) The Company may at any time designate additional transfer agents or rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that the Company will be required to maintain a transfer agent in each Place of Payment for the Debt Securities of each series. (Section 1002)

If the Debt Securities of any series (or of any series and specified terms) are to be redeemed in part, the Company will not be required to (i) issue, register the transfer of or exchange any Debt Security of that series (or of that series and specified terms, as the case may be) during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of any such Debt Security that may be selected for redemption and ending at the close of business on the day of such mailing or (ii) register the transfer of or exchange any Debt Security so selected for redemption, in whole or in part, except the unredeemed portion of any such Debt Security being redeemed in part. (Section 305)

#### GLOBAL SECURITIES

Some or all of the Debt Securities of any series may be represented, in whole or in part, by one or more Global Securities which will have an aggregate principal amount equal to that of the Debt Securities represented thereby. Each Global Security will be registered in the name of a Depositary or a nominee thereof identified in the applicable Prospectus Supplement, will be deposited with such Depositary or nominee or a custodian therefor and will bear a legend regarding the restrictions on exchanges and registration of transfer thereof referred to below and any such other matters as may be provided for pursuant to the Indenture.

Notwithstanding any provision of the Indenture or any Debt Security described herein, no Global Security may be exchanged in whole or in part for Debt Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or any nominee of such Depositary unless (i) the Depositary has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security or has ceased to be qualified to act as such as required by the Indenture, (ii) there shall have occurred and be continuing an Event of Default

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with respect to the Debt Securities represented by such Global Security or (iii) there shall exist such circumstances, if any, in addition to or in lieu of those described above as may be described in the applicable Prospectus Supplement. All securities issued in exchange for a Global Security or any portion thereof will be registered in such names as the Depositary may direct. (Sections 204 and 305)

As long as the Depositary, or its nominee, is the registered Holder of a Global Security, the Depositary or such nominee, as the case may be, will be considered the sole owner and Holder of such Global Security and the Debt

Securities represented thereby for all purposes under the Debt Securities and the Indenture. Except in the limited circumstances referred to above, owners of beneficial interests in a Global Security will not be entitled to have such Global Security or any Debt Securities represented thereby registered in their names, will not receive or be entitled to receive physical delivery of certificated Debt Securities in exchange therefor and will not be considered to be the owners or Holders of such Global Security or any Debt Securities represented thereby for any purpose under the Debt Securities or the Indenture. All payments of principal of and any premium and interest on a Global Security will be made to the Depositary or its nominee, as the case may be, as the Holder thereof. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in definitive form. These laws may impair the ability to transfer beneficial interests in a Global Security.

Ownership of beneficial interests in a Global Security will be limited to institutions that have accounts with the Depositary or its nominee ("participants") and to persons that may hold beneficial interests through participants. In connection with the issuance of any Global Security, the Depositary will credit, on its book-entry registration and transfer system, the respective principal amounts of Debt Securities represented by the Global Security to the accounts of its participants. Ownership of beneficial interests in a Global Security will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the Depositary (with respect to participants' interests) or any such participant (with respect to interests of persons held by such participants on their behalf). Payments, transfers, exchanges and others matters relating to beneficial interests in a Global Security may be subject to various policies and procedures adopted by the Depositary from time to time. None of the Company, the Trustee or any agent of the Company or the Trustee will have any responsibility or liability for any aspect of the Depositary's or any participant's records relating to, or for payments made on account of, beneficial interests in a Global Security, or for maintaining, supervising or reviewing any records relating to such beneficial interests.

Secondary trading in notes and debentures of corporate issuers is generally settled in clearing-house or next-day funds. In contrast, beneficial interests in a Global Security, in some cases, may trade in the Depositary's same-day funds settlement system, in which secondary market trading activity in those beneficial interests would be required by the Depositary to settle in immediately available funds. There is no assurance as to the effect, if any, that settlement in immediately available funds would have on trading activity in such beneficial interests. Also, settlement for purchases of beneficial interests in a Global Security upon the original issuance thereof may be required to be made in immediately available funds.

#### PAYMENT AND PAYING AGENTS

Unless otherwise indicated in the applicable Prospectus Supplement, payment of interest on a Debt Security on any Interest Payment Date will be made to the Person in whose name such Debt Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest. (Section 307)

Unless otherwise indicated in the applicable Prospectus Supplement, principal of and any premium and interest on the Debt Securities of a particular series will be payable at the office of such Paying Agent or Paying Agents as the Company may designate for such purpose from time to time, except that at the option of the Company payment of any interest may be made by check mailed to the address of the Person entitled thereto as such address appears in the Security Register. Unless otherwise indicated in the applicable

Prospectus Supplement, the corporate trust office of the Trustee in The City of New York or in Chicago, Illinois will be designated as the Company's sole Paying Agent for payments with respect to Securities of each series. Any other Paying Agents initially designated by the Company for the Securities of a particular series will be named in the applicable Prospectus Supplement. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent or approve a change in the office through which any Paying Agent acts, except that the Company will be required to maintain a Paying Agent in each Place of Payment for the Securities of a particular series. (Section 1002)

Any money paid by the Company to a Paying Agent for the payment of the principal of or any premium or interest on any Security which remain unclaimed at the end of two years after such principal, premium or interest has become due and payable may be repaid to the Company at the Company's request. (Section 1003)

#### CERTAIN COVENANTS

The Indenture provides that the Company may not incur, and will not permit any Restricted Subsidiary (as defined below) to incur, any lien on any real or personal property (including stock or debt obligations of a Restricted Subsidiary) to secure any debt without making, or causing such Restricted Subsidiary to make, effective provision for securing the Debt Securities (and, if the Company shall so determine, any other debt of the Company which is not subordinate to the Debt Securities or of such Restricted Subsidiary) (x) equally and ratably with such debt as to such property for so long as such debt shall be so secured or (y) in the event such debt is debt of the Company which is subordinate in right of payment to the Debt Securities, prior to such debt as to such property for so long as such debt shall be so secured; provided, however, that nothing herein shall limit the ability of the Company and its Restricted Subsidiaries to incur a lien to secure any debt if the sum of the amount of debt secured by a lien entered into after the date of the Indenture and otherwise prohibited by the Indenture does not exceed 20% of Consolidated Net Tangible Assets (as defined below). (Section 1008) This limitation does not apply to (i) liens with respect to debt existing on the date of the Indenture, (ii) liens securing only the Debt Securities, (iii) liens in favor of the Company, (iv) liens on property existing immediately prior to the time of acquisition thereof and not in anticipation of the financing of such acquisition, (v) liens to secure industrial revenue or development bonds, (vi) liens on property to secure debt incurred to finance all or part of the cost of

acquiring, repairing, constructing or improving such property so long as the commitment of the creditor to extend the credit secured by such lien is made no later than 12 months after the later of (A) the completion of the acquisition, repair or improvement of such property and (B) the placing in operation of such property, (vii) liens on the stock or assets of a corporation existing at the time such corporation becomes a Restricted Subsidiary; (viii) liens to secure debt incurred to extend, renew, refinance or refund debt secured by liens referred to in the foregoing clauses (i) to (vii) so long as such lien does not extend to any other property and the debt so secured is not increased, (ix) subject to certain conditions, liens securing debt owing by the Company to a wholly-owned subsidiary; and (x) judgment liens, so long as the finality of such judgment is being contested in good faith and execution thereon is stayed.

"Restricted Subsidiary" means, at any time, any corporation, other than SFP Gold of which: (i) more than 50% of the voting stock at such time is owned or controlled by the Company or by one or more of the other Restricted Subsidiaries and (ii) the operating assets and principal business at such time shall be carried on within the United States or Canada. "Consolidated Net Tangible Assets" means the aggregate amount of total assets after deducting therefrom (i) all current liabilities, including the current portion of long-term debt and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense, and other like intangibles, of the Company and its Restricted Subsidiaries as included in the most recent balance sheet of the Company and its consolidated subsidiaries prepared in accordance with generally accepted accounting principles. As of September 30, 1993, Consolidated Net Tangible Assets was approximately \$4.2 billion.

#### CONSOLIDATION, MERGER AND SALE OF ASSETS

The Company may not consolidate with or merge into, or convey, transfer or lease its properties and assets substantially as an entirety to, any Person (a "successor Person"), and may not permit any Person to

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merge into, or convey, transfer or lease its properties and assets substantially as an entirety to, the Company, unless (i) the successor Person (if any) is a corporation, partnership, trust or other entity organized and validly existing under the laws of any domestic jurisdiction and assumes the Company's obligations on the Debt Securities and under the Indenture and (ii) immediately after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing. (Section 801)

#### EVENTS OF DEFAULT

Each of the following will constitute an Event of Default under the Indenture with respect to Debt Securities of any series: (a) failure to pay principal of or any premium on any Debt Security of that series when due; (b) failure to pay any interest on any Debt Securities of that series when due, continued for 30 days; (c) failure to deposit any sinking fund payment, when due, in respect of any Security of that series; (d) failure to perform any other covenant of the

Company in the Indenture (other than a covenant included in the Indenture solely for the benefit of a series other than that series), continued for 60 days after written notice has been given by the Trustee, or the Holders of at least 25% in principal amount of the Outstanding Securities of that series, as provided in the Indenture; (e) acceleration of any indebtedness for money borrowed by the Company having an aggregate principal amount outstanding of at least \$25 million, if such indebtedness has not been discharged or such acceleration has not been rescinded or annulled within 10 days after written notice has been given by the Trustee, or the Holders of at least 25% in principal amount of the Outstanding Securities of that series, as provided in the Indenture; and (f) certain events in bankruptcy, insolvency or reorganization.

If an Event of Default (other than an Event of Default described in clause (f) above) with respect to the Debt Securities of any series at the time Outstanding shall occur and be continuing, either the Trustee or the Holders of at least 25% in aggregate principal amount of the Outstanding Securities of that series by notice as provided in the Indenture may declare the principal amount of the Debt Securities of that series (or, in the case of any Debt Security that is an Original Issue Discount Security or the principal amount of which is not then determinable, such portion of the principal amount of such Debt Security, or such other amount in lieu of such principal amount, as may be specified in the terms of such Debt Security) to be due and payable immediately. If an Event of Default described in clause (f) above with respect to the Debt Securities of any series at the time Outstanding shall occur, the principal amount of all the Debt Securities of that series (or, in the case of any such Original Issue Discount Security or other Debt Security, such specified amount) will automatically, and without any action by the Trustee or any Holder, become immediately due and payable. After any such acceleration, but before a judgment or decree based on acceleration, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the non-payment of accelerated principal (or other specified amount), have been cured or waived as provided in the Indenture. (Section 502) For information as to waiver of defaults, see "Modification and Waiver".

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee reasonable indemnity. (Section 603) Subject to such provisions for the indemnification of the Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of that series. (Section 512)

No Holder of a Debt Security of any series will have any right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or a trustee, or for any other remedy thereunder, unless (i) such Holder has previously given to the Trustee written notice of a continuing Event

respect to the Debt Securities of that series, (ii) the Holders of at least 25% in aggregate principal amount of the Outstanding Securities of that series have made written request, and such Holder or Holders have offered reasonable indemnity, to the Trustee to institute such proceeding as trustee and (iii) the Trustee has failed to institute such proceeding, and has not received from the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series a direction inconsistent with such request, within 60 days after such notice, request and offer. (Section 507) However, such limitations do not apply to a suit instituted by a Holder of a Debt Security for the enforcement of payment of the principal of or any premium or interest on such Debt Security on or after the applicable due date specified in such Debt Security. (Section 508)

The Company will be required to furnish to the Trustee annually a statement by certain of its officers as to whether or not the Company, to their knowledge, is in default in the performance or observance of any of the terms, provisions and conditions of the Indenture and, if so, specifying all such known defaults. (Section 1004)

#### MODIFICATION AND WAIVER

Modifications and amendments of the Indenture may be made by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Outstanding Securities of each series affected by such modification or amendment; provided, however, that no such modification or amendment may, without the consent of the Holder of each Outstanding Security affected thereby, (a) change the Stated Maturity of the principal of, or any instalment of principal of or interest on, any Debt Security, (b) reduce the principal amount of, or any premium or interest on, any Debt Security, (c) reduce the amount of principal of an Original Issue Discount Security or any other Debt Security payable upon acceleration of the Maturity thereof, (d) change the place or currency of payment of principal of, or any premium or interest on, any Debt Security, (e) impair the right to institute suit for the enforcement of any payment on or with respect to any Debt Security, (f) reduce the percentage in principal amount of Outstanding Securities of any series, the consent of whose Holders is required for modification or amendment of the Indenture, (g) reduce the percentage in principal amount of Outstanding Securities of any series necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults, or (h) modify such provisions with respect to modification and waiver. (Section 902)

The Holders of a majority in principal amount of the Outstanding Securities of any series may waive any past default or compliance with certain restrictive provisions under the Indenture, except a default in the payment of principal, premium or interest and certain covenants and provisions of the Indenture which cannot be amended without the consent of the Holder of each Outstanding Security of such series affected. (Sections 513 and 1009)



The Indenture provides that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given or taken any direction, notice, consent, waiver or other action under the Indenture as of any date, (i) the principal amount of an Original Issue Discount Security that will be deemed to be Outstanding will be the amount of the principal thereof that would be due and payable as of such date upon acceleration of the Maturity thereof to such date, (ii) if, as of such date, the principal amount payable at the Stated Maturity of a Debt Security is not determinable (for example, because it is based on an index), the principal amount of such Debt Security deemed to be Outstanding as of such date will be an amount determined in the manner prescribed for such Debt Security and (iii) the principal amount of a Debt Security denominated in one or more foreign currencies or currency units that will be deemed to be Outstanding will be the U.S. dollar equivalent, determined as of such date in the manner prescribed for such Debt Security, of the principal amount of such Debt Security (or, in the case of a Debt Security described in clause (i) or (ii) above, of the amount described in such clause). Certain Debt Securities, including those for whose payment or redemption money has been deposited or set aside in trust for the Holders and those that have been fully defeased pursuant to Section 1302, will not be deemed to be Outstanding. (Section 101)

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Except in certain limited circumstances, the Company will be entitled to set any day as a record date for the purpose of determining the Holders of Outstanding Securities of any series entitled to give or take any direction, notice, consent, waiver or other action under the Indenture, in the manner and subject to the limitations provided in the Indenture. In certain limited circumstances, the Trustee will be entitled to set a record date for action by Holders. If a record date is set for any action to be taken by Holders of a particular series, such action may be taken only by persons who are Holders of Outstanding Securities of that series on the record date. To be effective, such action must be taken by Holders of the requisite principal amount of such Debt Securities within a specified period following the record date. For any particular record date, this period will be 180 days or such shorter period as may be specified by the Company (or the Trustee, if it set the record date), and may be shortened or lengthened (but not beyond 180 days) from time to time. (Section 104)

#### DEFEASANCE AND COVENANT DEFEASANCE

If and to the extent indicated in the applicable Prospectus Supplement, the Company may elect, at its option at any time, to have the provisions of Section 1302, relating to defeasance and discharge of indebtedness, or Section 1303, relating to defeasance of certain restrictive covenants in the Indenture, applied to the Debt Securities of any series, or to any specified part of a series. (Section 1301)

Defeasance and Discharge. The Indenture provides that, upon the Company's exercise of its option (if any) to have Section 1302 applied to any Debt Securities, the Company will be discharged from all its obligations with respect to such Debt Securities (except for certain obligations to exchange or

register the transfer of Debt Securities, to replace stolen, lost or mutilated Debt Securities, to maintain paying agencies and to hold moneys for payment in trust) upon the deposit in trust for the benefit of the Holders of such Debt Securities of money or U.S. Government Obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal of and any premium and interest on such Debt Securities on the respective Stated Maturities in accordance with the terms of the Indenture and such Debt Securities. Such defeasance or discharge may occur only if, among other things, the Company has delivered to the Trustee an Opinion of Counsel to the effect that the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling, or there has been a change in tax law, in either case to the effect that Holders of such Debt Securities will not recognize gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge were not to occur. (Sections 1302 and 1304)

Defeasance of Certain Covenants. The Indenture provides that, upon the Company's exercise of its option (if any) to have Section 1303 applied to any Debt Securities, the Company may omit to comply with certain restrictive covenants, including those described under "Certain Covenants" and any that may be described in the applicable Prospectus Supplement, the occurrence of certain Events of Default, which are described above in clause (d) (with respect to such restrictive covenants) and clause (e) under "Events of Default" and any that may be described in the applicable Prospectus Supplement, will be deemed not to be or result in an Event of Default, in each case with respect to such Debt Securities. The Company, in order to exercise such option, will be required to deposit, in trust for the benefit of the Holders of such Debt Securities, money or U.S. Government Obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal of and any premium and interest on such Debt Securities on the respective Stated Maturities in accordance with the terms of the Indenture and such Debt Securities. The Company will also be required, among other things, to deliver to the Trustee an Opinion of Counsel to the effect that Holders of such Debt Securities will not recognize gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain obligations and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and defeasance were not to occur. In the event the

Company exercised this option with respect to any Debt Securities and such Debt Securities were declared due and payable because of the occurrence of any Event of Default, the amount of money and U.S. Government Obligations so deposited in trust would be sufficient to pay amounts due on such Debt Securities at the time of their respective Stated Maturities but may not be sufficient to pay amounts due on such Debt Securities upon any acceleration resulting from such Event of Default. In such case, the Company would remain liable for such

payments. (Sections 1303 and 1304)

## NOTICES

Notices to Holders of Debt Securities will be given by mail to the addresses of such Holders as they may appear in the Security Register. (Sections 101 and 106)

## TITLE

The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name a Debt Security is registered as the absolute owner thereof (whether or not such Debt Security may be overdue) for the purpose of making payment and for all other purposes. (Section 308)

## GOVERNING LAW

The Indenture and the Debt Securities will be governed by, and construed in accordance with, the law of the State of New York. (Section 112)

## REGARDING THE TRUSTEE

The First National Bank of Chicago has lending and other customary banking relationships with the Company.

## PLAN OF DISTRIBUTION

The Company may sell Debt Securities to or through one or more underwriters or underwriters syndicates led by one or more underwriters, and also may sell Debt Securities directly to other purchasers or through agents.

The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

In connection with the sale of Debt Securities, underwriters may receive compensation from the Company or from purchasers of Debt Securities for whom they may act as agents in the form of discounts, concessions or commissions. Underwriters may sell Debt Securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents. Underwriters, dealers and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or commissions received by them from the Company and any profit on the resale of Debt Securities by them may be deemed to be underwriting discounts and commissions, under the Securities Act of 1933 (the "Act"). Any such underwriter or agent will be identified, and any such compensation received from the Company will be described, in the Prospectus Supplement.

Under agreements which may be entered into by the Company, underwriters and agents who participate in the distribution of Debt Securities may be entitled to indemnification by the Company against certain liabilities, including

VALIDITY OF SECURITIES

Unless otherwise provided in the Prospectus Supplement, the validity of the Debt Securities will be passed upon for the Company by Mayer, Brown & Platt, Chicago, Illinois, and for any underwriters or agents by Sullivan & Cromwell, New York, New York. Jerome F. Donohoe, a partner of the firm of Mayer, Brown & Platt, is Vice President--Law of the Company, and beneficially owns 1,117 shares of Common Stock and has options to purchase an additional 103,130 shares of Common Stock.

EXPERTS

The consolidated financial statements of Santa Fe Pacific Corporation incorporated in this Prospectus by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1992, have been so incorporated in reliance on the report of Price Waterhouse, independent accountants, given on the authority of said firm as experts in auditing and accounting.

The financial statements for the Business of Gold Fields Mining Company Subject to the Asset Exchange Agreement Between Hanson Natural Resources Company and Santa Fe Pacific Corporation incorporated by reference in the Company's Current Report on Form 8-K dated June 25, 1993 as amended by the Current Report on Form 8-K/A (Amendment No. 1) have been so incorporated in reliance upon the report of Ernst & Young, independent auditors, given upon the authority of said firm as experts in auditing and accounting.

[SANTA FE LOGO]