

GOODWIN, PROCTER & HOAR

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

COUNSELLORS AT LAW

EXCHANGE PLACE

BOSTON, MASSACHUSETTS 02109

September 16, 1987

TELEPHONE (617) 570-1000

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TELEX 94-0640

CABLE GOODPROCT, BOSTON

CERTIFIED MAIL - RETURN
RECEIPT REQUESTED

Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

Attention: Ms. Mildred Lee
Room 2303

Re: Document for Recordation
49 USC §11303

1 5400
RECORDATION NO. _____, Fed 1426

DEC 7 1987 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

Date 12-7-87

Fees 10.00

ICC Washington, D. C.

Ladies and Gentlemen:

I have enclosed an original and one duplicate executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document, identified as "Memorandum of Master Equipment Lease Agreement No. 1 and Rental Schedule No. A-3 thereto", is a memorandum of a lease (attached to which is an executed and acknowledged original of Rental Schedule No. A-3 and Certificate of Inspection and Acceptance dated September 16, 1987) and is a primary document.

The names and addresses of the parties to the documents are as follows:

Lessor: Shawmut Bank, N.A.
One Federal Street
Boston, MA 02211
Attn: Equipment Finance and Leasing

Lessee: CSX Transportation, Inc.
(as successor by merger of
The Chesapeake and Ohio Railway Company)
Attn: Treasury Department - Equipment S/C B7J
100 North Charles Street
Baltimore, MD 21201

GOODWIN, PROCTER & HOAR

Interstate Commerce Commission
September 16, 1987
Page 2

A description of the equipment covered by the document follows:

Twenty (20) 60' - 100 Ton XP Railroad Box Cars, all having AAR mechanical designation XP and having reporting marks CS&T 166665 - 166684, inclusive.

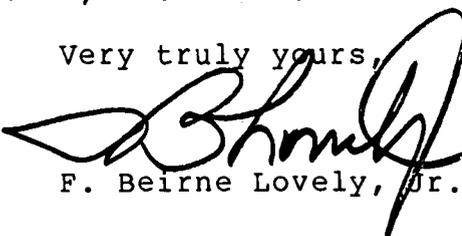
A fee of \$10 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to:

F. Beirne Lovely, Jr., Esq.
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

A short summary of the document to appear in the Index is as follows:

Memorandum of Lease dated as of September 16, 1987 between Shawmut Bank, N.A., One Federal Street, Boston, MA 02211, as Lessor, and CSX Transportation, Inc. (as successor by merger of The Chesapeake & Ohio Railway Company), Attention: Treasury Department, 100 North Charles Street, Baltimore, MD 21201, as Lessee, relating to Master Equipment Lease Agreement No. 1 dated as of July 15, 1987 (See Recordation No. 15279) and Rental Schedule No. A-3 thereto dated September 16, 1987 and covering twenty (20) 60' - 100 Ton XP Railroad Box Cars having reporting marks C&O 166665 - 166684, inclusive.

Very truly yours,



F. Beirne Lovely, Jr.

FBL/ab
Enclosures

VS-6383/m

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

F. Beirne Lovely, Jr. Esq.
Goodwin, Proctor & Hoar
Exchange Place
Boston, MA 02109

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 12/7/87 at 3:25PM, and assigned re-
recording number(s). 15400

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

LESSOR'S ORIGINAL

MEMORANDUM OF

RECORDATION NO. 1 5400

MASTER EQUIPMENT LEASE AGREEMENT NO. DEC 7 1987-3 25 PM

AND

INTERSTATE COMMERCE COMMISSION

RENTAL SCHEDULE A-3 THERETO

THIS MEMORANDUM OF MASTER EQUIPMENT LEASE AGREEMENT NO. 1 AND RENTAL SCHEDULE A-3 THERETO is intended to evidence the MASTER EQUIPMENT LEASE AGREEMENT NO. 1, dated as of July 15, 1987 and Rental Schedule No. A-3 and Certificate of Inspection and Acceptance dated September 16, 1987 (collectively, the "Lease"), each between Shawmut Bank, N.A., a National Association (the "Lessor") and The Chesapeake and Ohio Railway Company, a Virginia corporation (which has been merged with and into and been succeeded by CSX Transportation Inc., a Virginia corporation) (the "Lessee"), for the purposes of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 USC §11303. The Lessor is the owner of Twenty (20) 100-ton XP Boxcars more fully described in Exhibit I to Rental Schedule No. A-3 and Certificate of Inspection and Acceptance (the "Cars"), which is, in turn, attached hereto as Exhibit I. The Lessee leased from the Lessor all the Cars upon the terms and conditions provided in the Lease. Master Equipment Lease Agreement No. 1 was filed with the Interstate Commerce Commission under Recordation No. 15279.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have executed this Memorandum of Master Equipment Lease Agreement No. 1 and Rental Schedule A-3 thereto as of the 16th day of September, 1987.

SHAWMUT BANK, N.A.
(Lessor)

By: [Signature]
Title: SP

CSX TRANSPORTATION, INC.
(Lessee)

By: [Signature]
Title: [Signature]

EXHIBIT I
TO
MEMORANDUM OF MASTER EQUIPMENT LEASE AGREEMENT NO. 1
AND
RENTAL SCHEDULE A-3 THERETO
Dated as of September 16, 1987

Equipment Description

Lessee's Numbers

Twenty (20) 60' -
100-ton XP Boxcars

CSXT 166665-166684

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this 15th day of September, 1987, before me appeared Curt C. Tatham, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at Glen Arm, MD., that he is the AVP-Box Cars of CSX Equipment, a unit of CSX Transportation, Inc. (being a corporation organized under the laws of Virginia and the corporation described in and which executed the above instrument), that he executed such instrument on behalf of CSX Transportation, Inc. by authority of the board of directors of CSX Transportation, Inc. and that he acknowledges the execution of the said instrument as the free act and deed of CSX Transportation, Inc. and that the statements contained therein are true and correct in all respects.

(SEAL)

Patricia L. Lewis
Notary Public

My commission expires on: 7/1/90

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 16th day of September, 1987, before me appeared Kenneth C. A. Isaacs, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 1150 North Street, Walpole, Massachusetts, that he is a Vice President of Shawmut Bank, N.A., a national association, the association described in and which executed the above instrument, that he executed such instrument on behalf of said association by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said association and that the statements contained therein are true and correct in all respects.

(SEAL)

Antoinette M. Bacci
Notary Public

My commission expires on: 10/9/92

VS-5824/c
9/14/87

LESSOR'S
ORIGINAL

RENTAL SCHEDULE NO. A-3
AND
CERTIFICATE OF INSPECTION AND ACCEPTANCE

RENTAL SCHEDULE A-3 and CERTIFICATE OF INSPECTION AND ACCEPTANCE to Master Equipment Lease No. 1 dated as of July 15, 1987 (the "Lease") by and between Shawmut Bank, N.A., as Lessor, and The Chesapeake and Ohio Railway Company (which has been subsequently merged with and into the undersigned CSX Transportation, Inc.), as Lessee, all of the terms and conditions of which are hereby incorporated herein by reference. Lessee hereby (a) authorizes Lessor to purchase for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such equipment from Lessor effective the Lease Commencement Date thereof and for the Lease Term specified below, and (c) agrees to pay Lessor the rent, in the amounts and at the times specified below, for each item of Equipment. All of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

EQUIPMENT DESCRIPTION:

<u>Item No.</u>	<u>Serial No.</u>	<u>Unit No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Acquisition Cost</u>
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See Exhibit I attached hereto and incorporated herein by reference.

STIPULATED LOSS VALUES: As to the first 10% of cumulative Total Acquisition Cost of Equipment subject to this Rental Schedule suffering a Casualty Occurrence, apply Exhibit IIA attached hereto and incorporated herein by reference; as to remaining cumulative Total Acquisition Cost of Equipment subject to this Rental Schedule suffering a Casualty Occurrence, apply Exhibit IIB attached hereto and incorporated herein by reference.

TERMINATION VALUES: See Exhibit III attached hereto and incorporated herein by reference.

TOTAL ACQUISITION COST: \$ *

EQUIPMENT LOCATED AT: See Exhibit I.

LEASE TERM:	<u>Interim Term:</u>	<u>Primary Term:</u>
	Commencement	Commencement
	Date: September 16, 1987	Date: December 31, 1987
	Expiration	Expiration
	Date: December 30, 1987	Date: December 30, 1997

LEASE COMMENCEMENT DATE: September 16, 1987

LESSOR'S
ORIGINAL

PAYMENT DATES: The Interim Term rent payment is due and payable December 30, 1987. The remaining rentals (Basic Rent) commence July 30, 1988 and continue semi-annually in arrears through and including December 30, 1997

BASIC RENT:

Basic Rent Per Day:	\$	*	(See Note 1)
Basic Rent Per Period for the first ten (10) Basic Rent Payment Dates:	\$	*	(See Note 2)
Basic Rent Per Period for the last ten (10) Basic Rent Payment Dates:	\$	*	(See Note 2)

NOTE 1: Basic Rent Per Day is applicable during the Interim Term and is payable on December 30, 1987.

NOTE 2: Basic Rent Per Period and Basic Rent Per Day is computed by multiplying the Acquisition Cost as set forth above by:

Periodic Lease Rate Factor (for first 10 payments of Basic Rent):	*	%
Periodic Lease Rate Factor (for last 10 payments of Basic Rent):	*	%
Per Diem Lease Rate Factor:	*	%

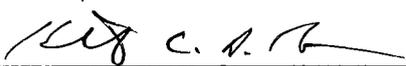
The undersigned, being duly authorized representatives of the Lessor and the Lessee hereby CERTIFY that the units of Equipment described above have been duly delivered to Lessee in good order and duly inspected and accepted by the Lessee as of the Lease Commencement Date reflected above on behalf of the Lessee as conforming in all respects with the requirements and provisions of the Lease.

LESSOR:

LESSEE:

SHAWMUT BANK, N.A.

CSX TRANSPORTATION, INC.

By 

By 

Title VP

An authorized person

Date of Acceptance (Lease Commencement Date): September 16, 1987

* Total Acquisition Cost and Rental amounts are reflected on Lessor's Copy which is in Lessor's possession.

STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 15th day of September, 1987 before me appeared Curt C. Tatham, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at Glen Arm, MD, that he is the AVP - Box Cars of CSX Equipment, a unit of CSX Transportation, Inc. (being a corporation organized under the laws of Virginia and the corporation described in and which executed the above instrument), that he executed such instrument on behalf of CSX Transportation, Inc. by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of CSX Transportation, Inc. and that the statements contained therein are true and correct in all respects.

(SEAL)

Patricia L. Lewis
Notary Public

My commission expires on: 7/1/90

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On this 16th day of September, 1987 before me appeared Kenneth C.A. Issacs, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 1150 North Street, Walpole, Massachusetts, that he is a Vice President of Shawmut Bank, N.A., a national association, the association described in and which executed the above instrument, that he executed such instrument on behalf of said association by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said association and that the statements contained therein are true and correct in all respects.

(SEAL)

Antoinette M. Becci
Notary Public

My commission expires on: 10/9/92

EXHIBIT I
TO
RENTAL SCHEDULE NO. A-3
CERTIFICATE OF INSPECTION AND ACCEPTANCE

DESCRIPTION OF EQUIPMENT

See two pages attached hereto and incorporated herein by reference.

ATTACHMENT
TO
EXHIBIT I
TO
RENTAL SCHEDULE NO. A-3
AND
CERTIFICATE OF INSPECTION AND ACCEPTANCE

EQUIPMENT DESCRIPTION

<u>Item*</u>	<u>Quantity</u>	<u>Serial No.</u>	<u>Make</u>	<u>Rebuilt By</u>	<u>Acquisition Cost</u>
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166665	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166666	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166667	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166668	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166669	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166670	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166671	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166672	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166673	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166674	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166675	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166676	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166677	Pullman Standard	Transco Railway Products, Inc.	\$ *

<u>Item*</u>	<u>Quantity</u>	<u>Serial No.</u>	<u>Make</u>	<u>Rebuilt By</u>	<u>Acquisition Cost</u>
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166678	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166679	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166680	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166681	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166682	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166683	Pullman Standard	Transco Railway Products, Inc.	\$ *
60'-100 Ton XP Railroad Box Car	One (1)	CSXT166684	Pullman Standard	Transco Railway Products, Inc.	\$ *
Total:	20			Total:	\$ *

* Initially accepted and located at: Bucyrus, Ohio.

EXHIBIT IIA
TO
RENTAL SCHEDULE NO. A-3
AND
CERTIFICATE OF INSPECTION AND ACCEPTANCE

STIPULATED LOSS VALUES

(Stated as Percentage of Acquisition Cost)

If Casualty Occurrence Occurs On Or After <u>Payment Date No.</u>	<u>Stipulated Loss Value</u>
Lease Commencement Date	99.93%
1	98.57
2	96.92
3	95.00
4	92.85
5	90.48
6	87.91
7	85.16
8	82.24
9	79.15
10	75.88
11	71.14
12	66.18
13	61.01
14	55.65
15	50.11
16	44.41
17	38.55
18	32.54
19	26.35
20 and thereafter	20

EXHIBIT IIB
TO
RENTAL SCHEDULE NO. A-3
AND
CERTIFICATE OF INSPECTION AND ACCEPTANCE

STIPULATED LOSS VALUES

(Stated as Percentage of Acquisition Cost)

<u>If Casualty Occurrence Occurs On Or After Payment Date No.</u>	<u>Stipulated Loss Value</u>
Lease Commencement Date	108.09%
1	107.10
2	105.84
3	104.34
4	102.61
5	100.69
6	98.59
7	96.33
8	93.92
9	91.36
10	88.65
11	84.50
12	80.16
13	75.62
14	70.94
15	66.09
16	61.13
17	56.04
18	50.82
19	45.48
20 and thereafter	40

EXHIBIT III
 TO
 RENTAL SCHEDULE NO. A-3
 AND
 CERTIFICATE OF INSPECTION AND ACCEPTANCE
TERMINATION VALUES

(Stated as Percentage of Acquisition Cost)

<u>Payment Date</u> <u>No.</u>	<u>Sale Termination</u> <u>Value</u>	<u>Payment Date</u> <u>No.</u>	<u>Re-Let</u> <u>Termination</u> <u>Value</u>
11	71.14%	11	71.14%
12	66.18	12	66.18
13	61.01	13	61.01
14	55.65	14	55.65
15	50.11	15	50.11
16	44.41	16	44.41
17	38.55	17	38.55
18	32.54	18	32.54
19	26.35	19	26.35
20	20.0	20	20.0

VS-5654/c
 9/14/87