

1039  
New Number

- A  
- B

# WHITE & CASE

1747 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C.  
333 SOUTH HOPE STREET, LOS ANGELES  
200 SOUTH BISCAYNE BOULEVARD, MIAMI  
20 PLACE VENDÔME, PARIS  
66 GRESHAM STREET, LONDON

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036  
(212) 819-8200  
TELEX: 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
15 QUEEN'S ROAD CENTRAL, HONG KONG  
50 RAFFLES PLACE, SINGAPORE  
BIRGER JARLSGATAN 14, STOCKHOLM  
CUMHURİYET CADDESİ 12/10, ISTANBUL  
ZIYA UR RAHMAN CADDESİ 17/5, ANKARA

RECORDATION NO. 1 6056/B  
No. 8-335 A013  
Date NOV 30 1988  
GJC:CEJ  
INTERSTATE COMMERCE COMMISSION  
November 30, 1988

NOV 30 1988 - 12 35 PM  
Washington, D.C.  
re Documents for Recordation, 49 USC Section 11303  
INTERSTATE COMMERCE COMMISSION

Heather J. Gradison, Chairman  
Interstate Commerce Commission  
12th Street & Constitution Avenue N.W.  
Washington, D.C. 20423

Dear Ms. Gradison:

Enclosed herewith are an original and 2 counterparts of each of the three documents described below to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document, identified as "Equipment Lease Agreement," dated as of August 1, 1988, is a lease and is a primary document.

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

- LESSOR: Wilmington Trust Company  
Rodney Square North  
Wilmington, DE 19890
- LESSEE: CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

*C. F. Haysler*  
*C. Quinlan*

NOV 30 12 30 PM '88  
RECORDED  
100

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

Equipment Lease Agreement dated as of August 1, 1988 between Wilmington Trust Company, not in its individual capacity but solely as trustee, Lessor, and CSX Transportation, Inc., Lessee, covering up to 133 open top hopper railcars (100 ton), from series identified by the Lessee as : CSXT Nos. 808914-811195.

The second document, identified as "Loan and Security Agreement", dated as of August 1, 1988, is a loan agreement, and is also a primary document.

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

LESSOR: Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

LENDERS: The Prudential Insurance  
Company of America  
Prudential Property and Casualty  
Insurance Company  
Pruco Life Insurance Company  
c/o Prudential Capital Corporation  
Three Gateway Center  
Newark, NJ 07102

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

Loan and Security Agreement dated as of August 1, 1988 between Wilmington Trust Company, not in its individual capacity but as Owner Trustee, Lessor, and The Prudential Insurance Company of America, Prudential Property and Casualty Life Insurance Company and Pruco Life Insurance Company, Lenders, covering up to 133 open

top hopper railcars (100 ton) from series identified by the Lessee as: CSXT Nos. 808914-811195.

The third document, identified as "Lease and Security Agreement Supplement No. 1", dated November 30, 1988 is a supplement to the Equipment Lease Agreement and the Loan and Security Agreement, and is a secondary document which is being filed concurrently with the above-referenced primary documents to which recordation numbers have not yet been assigned.

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

LESSOR/OWNER: TRUSTEE	Wilmington Trust Company Rodney Square North Wilmington, DE 19890
LESSEE:	CSX Transportation, Inc. 100 N. Charles Street Baltimore, MD 21201
LENDERS:	The Prudential Life Insurance Company of America Prudential Property and Casualty Insurance Company Pruco Life Insurance Company c/o Prudential Capital Corporation Three Gateway Center Newark, NJ 07102

A description of the equipment covered by the document is attached hereto as Schedule A.

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

Lease and Security Agreement Supplement No. 1 dated November 30, 1988 among Wilmington Trust Company, not in its individual capacity but as

Heather J. Gradison, Chairman

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Lessor/Owner Trustee, CSX Transportation, Inc., Lessee and The Prudential Life Insurance Company of America, Prudential Property and Casualty Insurance Company and Pruco Life Insurance Company, Lenders, covering 133 open top hopper railcars (100 ton) from series identified by the Lessee as: CSXT 808914-811195.

A check for the required recordation fee of \$39.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

The undersigned certifies that he is acting as counsel to The Prudential Insurance Company of America, Prudential Property and Casualty Insurance Company and Pruco Life Insurance Company, Lenders, for purposes of this filing and that he has knowledge of the matter set forth in the above-described documents.

Very truly yours,

Gad J. Cohen

Enclosures

cc: Sylvia Fung Chin, Esq.  
Clifford J. Hendel, Esq.

1 6056-B  
RECORDATION NO. \_\_\_\_\_ FILED 1988

NOV 30 1988 12:55 PM

**INTERSTATE COMMERCE COMMISSION**

**LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1**

Dated November 30, 1988

Among

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,  
PRUDENTIAL PROPERTY AND CASUALTY INSURANCE COMPANY and  
PRUCO LIFE INSURANCE COMPANY,  
Lenders

**OPEN TOP HOPPER RAILCARS**

Note: This Lease and Security Agreement Supplement and certain rights of Lessor hereunder and in the Units covered hereby have been assigned to, and are subject to a security interest in favor of Lenders. To the extent, if any, that this Lease and Security Agreement Supplement shall constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease and Security Agreement Supplement may be created except through the transfer or possession of the original counterpart which the parties shall mark "Counterpart Number 1". This is Counterpart Number 4.

FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON \_\_\_\_\_, 1988  
AT \_\_\_\_:\_\_\_\_ RECORDATION NUMBER \_\_\_\_.

THIS LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1, dated November 30, 1988, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 1, 1988 (the "Trust Agreement") with NCNB LEASE INVESTMENTS, INC., CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual insurance company, PRUDENTIAL PROPERTY AND CASUALTY INSURANCE COMPANY, a New Jersey corporation and PRUCO LIFE INSURANCE COMPANY, an Arizona corporation (each a "Lender" and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and Lenders have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into an Equipment Lease Agreement (the "Lease"), and Lenders and Owner Trustee have heretofore entered into a Loan and Security Agreement (the "Security Agreement"), each dated as of August 1, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix I to each of the Lease and the Security Agreement);

WHEREAS, the Participation Agreement and the Lease provide that on the Purchase Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Purchase Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Purchase Date;

WHEREAS, the Participation Agreement, the Lease, and the Security Agreement provide for the execution of a Lease and Security Agreement Supplement substantially in the form hereof for the purposes of leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Units to the lien of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Lenders hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.

3. The Lessor's Cost of each Unit leased hereunder is \$22,000 and the aggregate Lessor's Cost of the Units leased hereunder is \$2,926,000.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Security Agreement Supplement, on the last day of the Interim Term to pay Interim Rent to Lessor for the Units, in the amount of \$20,761.60, and on each Rent Payment Date to pay Base Rent to Lessor for each Unit as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Yield Maintenance Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto Lenders in (i) the Units listed on Schedule 1 hereto and (ii) this Lease and Security Agreement Supplement, in each case excluding Excepted Payments and Rights, to have and to hold unto Lenders and their successors and assigns for their and their own use and benefit forever.

6. All of the provisions of the Lease and the Security Agreement are hereby incorporated by reference in this Lease and Security Agreement Supplement to the same extent as if fully set forth herein.

7. This Lease and Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Security Agreement Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Owner Trustee

By:   
Title: James P. Lawler  
Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By:   
Title: AWP & TREASURER - EQUIPMENT UNIT

Lenders

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA  
by PruCapital Management, Inc.,  
its Agent

By: \_\_\_\_\_  
Title:

PRUDENTIAL PROPERTY AND CASUALTY  
INSURANCE COMPANY

By \_\_\_\_\_  
Title:

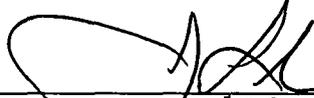
PRUCO LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Owner Trustee

By:   
Title: James P. Lawler  
Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Lenders

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA  
by PruCapital Management, Inc.,  
its Agent

By: Thomas M. LeBrun  
Title: \_\_\_\_\_

✓ PRUDENTIAL PROPERTY AND CASUALTY  
INSURANCE COMPANY

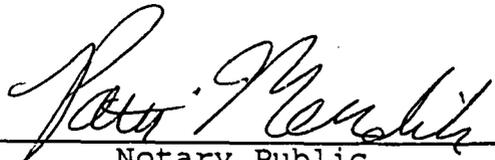
By:   
Title: \_\_\_\_\_

✓ PRUCO LIFE INSURANCE COMPANY

By:   
Title: \_\_\_\_\_

STATE OF New York )  
COUNTY OF New York ) SS.:

On this 29th day of November, 1988, before me personally appeared James P. Lawler, to me personally known, who, being by me duly sworn, says that he is Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

My Commission Expires:

[Notary Seal]

PATTI MENDIK  
Notary Public, State of New York  
No. 30-4898557  
Qualified in Nassau County  
Commission Expires June 15, 1989

STATE OF Maryland )  
CITY : ss.:  
~~COUNTY~~ OF Baltimore )

On this 23rd day of November,  
1988, before me personally appeared Deris J. Masard,  
to me personally known, who, being by me duly sworn, says  
that he is AVP & TREASURER - EQUIPMENT UNIT  
of CSX TRANSPORTATION, INC., that said instrument was signed  
and sealed on behalf of said corporation by authority of its  
Board of Directors and he acknowledged that the execution of  
the foregoing instrument was the free act and deed of said  
corporation.

H. Marlene Wessell  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JULY 1, 1990

[Notary Seal]

STATE OF NEW JERSEY) ) ss.:  
COUNTY OF ESSEX )

On this 28th day of November, 1988, before me personally appeared Thomas M. Le Brun, to me personally known, who, being by me duly sworn, says that he is Vice President of PruCapital Management, Inc., agent for THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

My Commission Expires:  
[Notary Seal]

**DIANE C. SMITH**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires March 22, 1993**





SCHEDULE 1

NONB CARE = 133

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 808914	CSXT 809405	CSXT 810632	
CSXT 808915	CSXT 809409	CSXT 810634	
CSXT 808920	CSXT 809425	CSXT 810636	
CSXT 808927	CSXT 809427	CSXT 810652	
CSXT 808929	CSXT 809439	CSXT 810661	
CSXT 808954	CSXT 809442	CSXT 810720	
CSXT 808960	CSXT 809445	CSXT 810800	
CSXT 808965	CSXT 809447	CSXT 810835	
CSXT 808969	CSXT 809448	CSXT 810841	
CSXT 808977	CSXT 809453	CSXT 810848	
CSXT 808978	CSXT 809455	CSXT 810859	
CSXT 809008	CSXT 809469	CSXT 810883	
CSXT 809027	CSXT 809472	CSXT 810909	
CSXT 809039	CSXT 809492	CSXT 810945	
CSXT 809044	CSXT 809512	CSXT 810982	
CSXT 809047	CSXT 809519	CSXT 811029	
CSXT 809060	CSXT 809522	CSXT 811064	
CSXT 809075	CSXT 809524	CSXT 811067	
CSXT 809076	CSXT 809532	CSXT 811068	
CSXT 809077	CSXT 809533	CSXT 811069	
CSXT 809112	CSXT 809537	CSXT 811097	
CSXT 809120	CSXT 809551	CSXT 811101	
CSXT 809122	CSXT 809556	CSXT 811118	
CSXT 809147	CSXT 809572	CSXT 811137	
CSXT 809154	CSXT 809586	CSXT 811144	
CSXT 809158	CSXT 809610	CSXT 811163	
CSXT 809160	CSXT 809672	CSXT 811189	
CSXT 809162	CSXT 809719	CSXT 811191	
CSXT 809167	CSXT 809734	CSXT 811195	
CSXT 809169	CSXT 809736		
CSXT 809170	CSXT 809745		
CSXT 809174	CSXT 809762		
CSXT 809215	CSXT 809792		
CSXT 809224	CSXT 809826		
CSXT 809229	CSXT 809945		
CSXT 809244	CSXT 809961		
CSXT 809245	CSXT 810006		
CSXT 809247	CSXT 810115		
CSXT 809253	CSXT 810130		
CSXT 809260	CSXT 810160		
CSXT 809265	CSXT 810192		
CSXT 809279	CSXT 810209		
CSXT 809285	CSXT 810211		
CSXT 809313	CSXT 810276		
CSXT 809318	CSXT 810404		
CSXT 809326	CSXT 810453		
CSXT 809327	CSXT 810468		
CSXT 809329	CSXT 810494		
CSXT 809368	CSXT 810523		
CSXT 809378	CSXT 810577		
CSXT 809395	CSXT 810595		
CSXT 809399	CSXT 810611		