

RECORDATION NO. 18813  
MAY 19 1994 - 2 50 PM  
INTERSTATE COMMERCE COMMISSION

**CSA SUPPLEMENT NO. 1**

CSA Supplement No. 1 (the "CSA Supplement"), dated March 31, 1994, between Asset Finance (Bermuda) Limited, a Bermuda Company with its registered office at 31 Church Street, Hamilton, Bermuda ("Vendor"), and Toronto Area Transit Operating Authority, a corporation without share capital continued under the Toronto Area Transit Operating Authority Act (Ontario) with its chief executive office and principal place of business at 120 Finch Avenue West, Toronto (Downsview), Ontario, Canada ("Purchaser").

**W I T N E S S E T H:**

WHEREAS, Vendor and Purchaser have heretofore entered into Conditional Sale Agreement No. 4, dated as of March 30, 1994 (the "CSA"). All capitalized terms used herein without definition shall have the meanings specified in Annex 1 to the CSA. The CSA provides for the execution and delivery from time to time of CSA Supplements, each substantially in the form hereof for the purpose of memorializing any amendment, modification or supplement to the CSA or for the purpose of selling any Replacement Unit pursuant to the CSA, as the same may be amended, modified or supplemented in accordance with the terms of the CSA;

NOW THEREFORE, in consideration of the premises and other good and sufficient consideration, Purchaser and Vendor hereby agree as follows:

1. Vendor hereby sells all of its right, title and interest in the Equipment described in Schedule A hereto, and Purchaser hereby accepts and purchases all of such right, title and interest in the Equipment for the Purchase Price for each Unit of Equipment and Vendor hereby tenders and Purchaser hereby accepts delivery of the Equipment "as-is, where-is" and without representation and warranty except for the absence of Vendor's Liens (including for this purpose any Lien that would have constituted a Vendor's Lien but for the proviso to the definition thereof).
2. The Purchase Price for each Unit of Equipment is as set out on Schedule A hereto.
3. All of the terms and provisions of the CSA are hereby incorporated by reference in this CSA Supplement to the same extent as if fully set forth herein.
4. To the extent, if any, that this CSA Supplement constitutes chattel paper (as such term is defined in the PPSA), no security interest in this CSA Supplement may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the "Original" counterpart on the signature page

hereof. Subject to the preceding sentence, this CSA Supplement may be executed by the parties hereto in separate counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute but one and the same instrument.

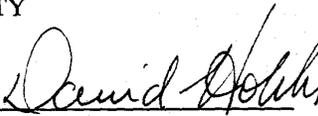
5. This CSA Supplement has been delivered in Bermuda. It shall in all respects be governed by, and construed in accordance with, the laws of Bermuda, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Vendor and Purchaser have each caused this  
CSA Supplement to be duly executed and delivered at Bermuda as of the day and year  
first above written.

ASSET FINANCE (BERMUDA) LIMITED

By:   
Name: Thomas E. Schrickel  
Title: President

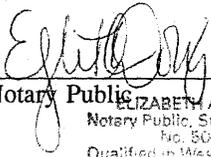
TORONTO AREA TRANSIT OPERATING  
AUTHORITY

By:   
Name: David G. Hobbs  
Title: Chairman

By:   
Name: Richard C. Ducharme  
Title: Managing Director

STATE OF NEW YORK )  
 )  
 ) SS:  
COUNTY OF NEW YORK )

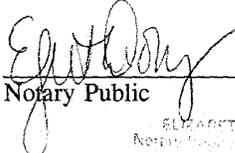
On the 31st day of March, 1994, in Hamilton, Bermuda, before me personally appeared Thomas E. Schrickel, to me personally known, who being by me duly sworn, did depose and say that he is the President of Asset Finance (Bermuda) Limited, a Bermuda company, and that the foregoing instrument was signed on behalf of said company 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 company.

  
Notary Public ELIZABETH A. DOHERTY  
Notary Public, State of New York  
No. 5001318  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires September 8, 1994

[Notarial Seal]

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On the 31st day of March, 1994, in Hamilton, Bermuda, before me personally appeared David G. Hobbs, to me personally known, who being by me duly sworn, did depose and say that he is the Chairman of Toronto Area Transit Operating Authority, a corporation without share capital continued under the Toronto Area Transit Operating Authority Act (Ontario), and that the foregoing instrument was signed 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.

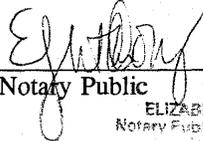
  
\_\_\_\_\_  
Notary Public

ELIZABETH A. COHERLY  
Notary Public, State of New York  
No. 008316  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires September 8, 1994

[Notarial Seal]

STATE OF NEW YORK )  
 )  
 ) ss:  
COUNTY OF NEW YORK )

On the 31st day of March, 1994, in Hamilton, Bermuda, before me personally appeared Richard C. Ducharme, to me personally known, who being by me duly sworn, did depose and say that he is the **Managing Director** of Toronto Area Transit Operating Authority, a corporation without share capital continued under the Toronto Area Transit Operating Authority Act (Ontario), and that the foregoing instrument was signed 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  
ELIZABETH A. DOHERTY  
Notary Public, State of New York  
No. 50133-0  
Residence in Westchester County  
Certificate filed in New York County  
Commission Expires September 8, 1994

[Notarial Seal]

SCHEDULE A TO  
CSA SUPPLEMENT NO. 1

<u>Asset</u>	<u>Asset No.</u>
UTDC BI-LEVEL IV CAB	2915
UTDC BI-LEVEL IV CAB	2916
UTDC BI-LEVEL IV CAB	2917
UTDC BI-LEVEL IV CAB	2918
UTDC BI-LEVEL IV CAB	2919
UTDC BI-LEVEL IV CAB	2920
UTDC BI-LEVEL IV CAB	2921
UTDC BI-LEVEL IV CAB	2922
UTDC BI-LEVEL IV CAB	2923
UTDC BI-LEVEL IV CAB	2924
UTDC BI-LEVEL IV CAB	2925
UTDC BI-LEVEL IV CAB	2926
UTDC BI-LEVEL IV CAB	2927
UTDC BI-LEVEL IV CAB	2928
UTDC BI-LEVEL IV CAB	2929
UTDC BI-LEVEL IV CAB	2930
UTDC BI-LEVEL IV CAB	2931
TOTAL UNITS	<u>17</u>
PURCHASE PRICE PER UNIT	<u>\$1,193,604.91</u>
TOTAL PURCHASE PRICE FOR BI-LEVEL IV CABS	<u>\$20,291,283.47</u>
UTDC BI-LEVEL II COACH	2795
UTDC BI-LEVEL II COACH	2796
UTDC BI-LEVEL II COACH	2797
UTDC BI-LEVEL II COACH	2798
UTDC BI-LEVEL II COACH	2799
UTDC BI-LEVEL II COACH	2800
UTDC BI-LEVEL II COACH	2801
UTDC BI-LEVEL II COACH	2802
UTDC BI-LEVEL II COACH	2803
UTDC BI-LEVEL II COACH	2804
UTDC BI-LEVEL II COACH	2805
UTDC BI-LEVEL II COACH	2806
UTDC BI-LEVEL II COACH	2807
UTDC BI-LEVEL II COACH	2808
UTDC BI-LEVEL II COACH	2809
UTDC BI-LEVEL II COACH	2810
UTDC BI-LEVEL II COACH	2811
UTDC BI-LEVEL II COACH	2812
UTDC BI-LEVEL II COACH	2813
UTDC BI-LEVEL II COACH	2814

UTDC BI-LEVEL II COACH	2815
UTDC BI-LEVEL II COACH	2816
UTDC BI-LEVEL II COACH	2817
UTDC BI-LEVEL II COACH	2818
UTDC BI-LEVEL II COACH	2819
UTDC BI-LEVEL II COACH	2820
UTDC BI-LEVEL II COACH	2821
UTDC BI-LEVEL II COACH	2822
UTDC BI-LEVEL II COACH	2823
UTDC BI-LEVEL II COACH	2824
UTDC BI-LEVEL II COACH	2825
UTDC BI-LEVEL II COACH	2826
UTDC BI-LEVEL II COACH	2827
UTDC BI-LEVEL II COACH	2828
UTDC BI-LEVEL II COACH	2829
UTDC BI-LEVEL II COACH	2830
UTDC BI-LEVEL II COACH	2831
UTDC BI-LEVEL II COACH	2832
UTDC BI-LEVEL II COACH	2833
UTDC BI-LEVEL II COACH	2834
UTDC BI-LEVEL II COACH	2835
UTDC BI-LEVEL II COACH	2836
UTDC BI-LEVEL II COACH	2837
UTDC BI-LEVEL II COACH	2838
UTDC BI-LEVEL II COACH	2839
UTDC BI-LEVEL II COACH	2840
UTDC BI-LEVEL II COACH	2841
UTDC BI-LEVEL II COACH	2842
UTDC BI-LEVEL II COACH	2843
UTDC BI-LEVEL II COACH	2844
UTDC BI-LEVEL II COACH	2845
UTDC BI-LEVEL II COACH	2846
UTDC BI-LEVEL II COACH	2847
UTDC BI-LEVEL II COACH	2848
UTDC BI-LEVEL II COACH	2849
UTDC BI-LEVEL II COACH	2850

TOTAL UNITS

56

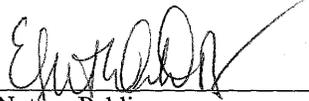
PURCHASE PRICE PER UNIT

\$846,838.95TOTAL PURCHASE PRICE FOR  
BI-LEVEL II COACHES\$47,422,981.20

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )      ss:

I, Elizabeth A. Doherty, a Notary Public in the State of New York, Qualified in Westchester County, Certificate filed in New York County, do hereby depose and say that I have compared the attached copy of CSA Supplement No. 1 with the original of such document and have found the attached copy to be complete and identical in all respects to the original document.

Date: May 17, 1994

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

[Notarial Seal]

**ELIZABETH A. DOHERTY**  
Notary Public, State of New York  
No. 5001316  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires September 8, 1994