

18813/F  
RECORDATION NO. \_\_\_\_\_ FILED 1994

MAY 19 1994 - 2:00 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. 3, 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.

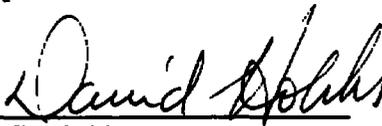
5. This CSA Supplement has been delivered in Bermuda. It shall in all respects be governed by, and construed in accordance with, the laws of Bermuda, including all matters of construction, validity and performance.

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. 5001316  
Qualified in Westchester County  
Certificate of Notary Public  
Commission Expires 12/31/98

[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.

  
\_\_\_\_\_  
ELIZABETH A. DOHERTY  
Notary Public, State of New York  
No. 5001316  
City of Hamilton, Hamilton County  
March 31, 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. 5001374  
Qualified in Westchester County  
Commission Expires December 8, 1994

[Notarial Seal]

SCHEDULE A TO  
CSA SUPPLEMENT NO. 1

<u>Asset</u>	<u>Asset No.</u>
1988 GMF59PH LOCOMOTIVE	4920
1988 GMF59PH LOCOMOTIVE	4921
1988 GMF59PH LOCOMOTIVE	4922
1988 GMF59PH LOCOMOTIVE	4923
1988 GMF59PH LOCOMOTIVE	4924
1988 GMF59PH LOCOMOTIVE	4925
1988 GMF59PH LOCOMOTIVE	4926
1988 GMF59PH LOCOMOTIVE	4927
1988 GMF59PH LOCOMOTIVE	4928
1988 GMF59PH LOCOMOTIVE	4929
1988 GMF59PH LOCOMOTIVE	4930
1988 GMF59PH LOCOMOTIVE	4931
1988 GMF59PH LOCOMOTIVE	4932
1988 GMF59PH LOCOMOTIVE	4933
1988 GMF59PH LOCOMOTIVE	4934
1988 GMF59PH LOCOMOTIVE	4935
 TOTAL UNITS	 <u>16</u>
 PURCHASE PRICE PER UNIT	 <u>\$1,460,067.16</u>
 TOTAL PURCHASE PRICE FOR LOCOMOTIVES	 <u>\$23,361,074.56</u>

