

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 1 (CSXT 1994-A)

Between

ATLANTIC LOCOMOTIVE LEASE CO., LTD.,
as Lessor

and

CSX TRANSPORTATION, INC.,
as Lessee

RECORDATION NO. 187438
FILED 1425
MAR 24 1994 -12 15 PM
INTERSTATE COMMERCE COMMISSION

Twenty-Four General Electric Dash 9-44CW
Diesel Electric Locomotives

Dated as of March 24, 1994

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT NO. 1 AND TO THE ITEMS OF EQUIPMENT COVERED HEREBY ON THE PART OF ATLANTIC LOCOMOTIVE LEASE CO., LTD. HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CSXT 1994-A) DATED AS OF MARCH 24, 1994. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 1 CONSTITUTES 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 SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §
11303 on _____, 1994, at ___:___m., recordation number _____.

LEASE - ATLANTIC

LEASE SUPPLEMENT NO. 1 (CSXT 1994-A), dated March 24, 1994, between ATLANTIC LOCOMOTIVE LEASE CO., LTD., a corporation formed under the laws of the Cayman Islands ("Lessor"), and CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement (CSXT 1994-A), dated as of March 24, 1994 (herein called the "Lease Agreement"). All capitalized terms used herein without definition shall have the meanings specified in Appendix X to the Lease. The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements, each substantially in the form hereof for the purpose of leasing specific Items of Equipment under the Lease Agreement as and when delivered by Lessor to Lessee in accordance with the terms thereof;

WHEREAS, the Lease Agreement relates to the Items of Equipment described below, a counterpart of the Lease Agreement is attached hereto and made a part hereof and this Lease Supplement, together with such attachment, is being filed for recordation on the date hereof with the Interstate Commerce Commission as one document;

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

1. Lessor hereby delivers and leases to Lessee under the Lease Agreement, and Lessee hereby accepts and leases from Lessor under the Lease Agreement twenty-four (24) Electric Dash 9-44CW Diesel Electric Locomotives bearing Lessee's road numbers 9006 through 9029 inclusive.
2. The Delivery Date of the Items of Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.
3. Lessor's Cost for each Item of Equipment is \$1,371,790.00 and the aggregate Lessor's Cost for all of the Items of Equipment is \$32,922,960.00.
4. The Term for the Items of Equipment shall commence on the Delivery Date and, except as otherwise provided in the Lease Agreement, shall end on the Lease Expiry Date.

5. Lessee hereby confirms to Lessor that the Items of Equipment shall, as soon as practicable, be duly marked in accordance with the terms of Section 7(f) of the Lease Agreement and that Lessee has accepted the Items of Equipment for all purposes hereof and of the Lease Agreement as being (i) in good working order and repair and without defect or inherent vice in title, condition, design, workmanship, operation or fitness for use whether or not discoverable by Lessee as of the date hereof, (ii) fully equipped to operate in commercial freight rail business in the United States and Canada and (iii) free and clear of all Liens except Permitted Liens; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Items of Equipment against the Manufacturer, or any subcontractor or supplier of the Manufacturer, under the Purchase Agreement or otherwise.

6. Lessee hereby confirms its agreement to pay Lessor, in accordance with the terms of Section 3 of the Lease Agreement, Rent for the Items of Equipment throughout the Term therefor in accordance with Section 3 of the Lease Agreement.

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

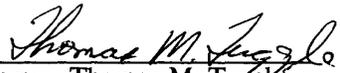
8. This Lease Supplement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement, but all of such counterparts together shall constitute one instrument.

9. This Lease Supplement has been delivered in New York, New York. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written.

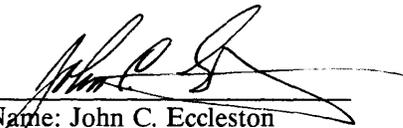
LESSOR

ATLANTIC LOCOMOTIVE LEASE
CO., LTD.

By: 
Name: Thomas M. Tuggle
Title: Vice President

LESSEE

CSX TRANSPORTATION, INC.

By: 
Name: John C. Eccleston
Title: Assistant Treasurer

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

On this, the 23rd day of March, 1994, before me, a notary public, personally appeared Thomas M. Tuggle, to me personally known, who being by me duly sworn, says that he is the Vice President of Atlantic Locomotive Lease Co., Ltd., that said instrument was executed on March 23 1994 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.

Sworn to before me this
23rd day of March, 1994.

(NOTARIAL SEAL)


Notary Public

My Commission Expires:

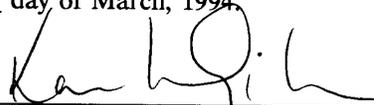
MELISSA R. PICACHE
Notary Public, State of New York
No. 31-5022995
Qualified in New York County
Commission Expires Jan. 24, 1995

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

On this, the 23rd day of March, 1994, before me, a notary public, personally appeared John C. Eccleston, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer of CSX Transportation, Inc., that said instrument was executed on March 23, 1994 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.

Sworn to before me this
23rd day of March, 1994.

(NOTARIAL SEAL)



Notary Public

My Commission Expires:

KAREN L. GILES
Notary Public, State of New York
No. 31-5023742
Qualified in New York County
Commission Expires Feb. 14, 1996