VENABLE, BAETJER, HOWARD & CIVILETTI

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

BALTIMORE, MD
McLEAN, VA
ROCKVILLE, MD
TOWSON, MD
BEL AIR, MD

RICHARD M. VENABLE (1839-1910)
EDWIN G. BAETJER (1868-1945)
CHARLES MCH. HOWARD (1870-1942)

SUITE 1000
1201 NEW YORK AVENUE, N.W.
WASHINGTON, D. C. 20005-3917
(202) 962-4800
FAX (202) 962-8300

WRITER'S DIRECT NUMBER IS

(202) 962-4878

SHARON COLLINS CASEY

January 29, 1991

17035-C

RECORDATION NO. _____ FILED 1425

JAN 29 1991 -10 45 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423
Attn: Ms. Mildred Lee
Recordation Unit

Dear Ms. Lee:

Enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are an original and one counterpart of an Indenture and Lease Supplement and First Amendment dated as of January 1, 1991. This is a secondary document to be filed with primary document number 17035.

The parties to the attached document and their addresses are as follows:

Owner Trustee

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Indenture Trustee

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Lessee

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

Counterpart
Brian F. Schu

The $15.00 filing fee is submitted herewith.

Very truly yours,

Sharon C. Casey

Sharon C. Casey

Enclosures

SCC:smn
6709B

17035-C

RECORDATION NO. _____ FILED 1425

JAN 29 1991 -10 45 AM

INTERSTATE COMMERCE COMMISSION

/DUPLICATE
COUNTERPART

INDENTURE AND LEASE SUPPLEMENT AND FIRST AMENDMENT

Dated as of January 1, 1991

among

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

and

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as trustee,
Indenture Trustee,

27 General Electric Dash 8-40C
4,000 Horsepower Locomotives

[CSX Trust 1990/BNY-1]

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT
TO 49 U.S.C. § 11303 ON JANUARY __, 1991
AT ___:____ _.M., RECORDATION NUMBER_____.

THIS INDENTURE AND LEASE SUPPLEMENT AND FIRST AMENDMENT (this "Supplement"), dated as of January 1, 1991, by and among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "Owner Trustee") under that certain Trust Agreement dated as of September 15, 1990 (the "Trust Agreement") with BNY LEASING CORPORATION, a New York corporation (the "Owner Participant"), CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, the Owner Trustee, the Lessee and the Indenture Trustee have, with the Owner Participant and the Loan Participants listed on Schedule I thereto, heretofore entered into a Participation Agreement (the "Participation Agreement") dated as of September 15, 1990, the Owner Participant and the Owner Trustee have heretofore entered into the Trust Agreement, the Owner Trustee and the Lessee have heretofore entered into a Lease Agreement (the "Lease") dated as of September 15, 1990, the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture") dated as of September 15, 1990, and the Owner Trustee, the Lessee and the Indenture Trustee have heretofore entered into a Lease and Indenture Supplement No. 1 (the "Lease and Indenture Supplement") dated September 27, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Lease was recorded with the Interstate Commerce Commission (the "ICC") at 12:30 p.m. on September 27, 1990, and assigned recordation number 17035, the Indenture was recorded with the ICC at 12:30 p.m. on September 27, 1990, and assigned recordation number 17035-A, and the Lease and Indenture Supplement was recorded with the ICC at 12:30 p.m. on September 27, 1990, and assigned recordation number 17035-B;

WHEREAS, the Indenture and the Lease require certain corrections that do not adversely affect the interests of any Holder, which the parties desire to make in order more accurately to reflect the intention of the parties to the Participation Agreement;

WHEREAS, the Owner Participant has authorized the Owner Trustee to enter into this Supplement;

WHEREAS, the Indenture Trustee is authorized to enter into this Supplement by Section 801 of the Indenture; and

WHEREAS, the parties hereto are entering into this Supplement in order to amend the Indenture and the Lease in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the Owner Trustee, the Lessee and the Indenture Trustee hereby agree as follows:

Section 1. Amendments to Indenture. The Indenture is hereby modified and amended as set forth in this Section 1.

1.1 Delete from Section 1202(a) of the Indenture the third sentence thereof, and insert in its place the following sentence:

"The aggregate redemption price in respect of a redemption pursuant to this Section 1202(a) shall be 100% of the unpaid principal amount of all the Outstanding Notes, plus accrued and unpaid interest (including interest at the Overdue Rate on any amounts of overdue principal and, to the extent permitted by Applicable Law, interest) thereon to such Redemption Date, and, if such Redemption Date occurs on or before the 360th day following such an Event of Default under the Lease, together with the aggregate Premium, if any, applicable with respect thereto.

1.2 Delete from the first page of Exhibit A-1 to the Indenture the second sentence thereof, and insert in its place the following sentence:

"Interest at the Overdue Rate shall be payable on any amount of overdue principal and (to the extent permitted by Applicable Law) overdue interest and overdue Premium, if any, to the date of payment thereof."

1.3 Delete from the first page of Exhibit A-2 to the Indenture the second sentence thereof, and insert in its place the following sentence:

"Interest at the Overdue Rate shall be payable on any amount of overdue principal and (to the extent permitted by Applicable Law) overdue interest and overdue Premium, if any, to the date of payment thereof."

1.4 Delete paragraph (ii) from the definition of "Premium" set forth in Schedule X of the Indenture, and insert in its place the following paragraph:

"(ii) with respect to any premium payable upon a redemption of a Series B Note (other than a redemption pursuant to Section 401(e) of the Indenture) occuring on a Redemption

Date on or prior to (but not after) June 1, 2009, the excess (if any) of (x) the present value (computed on a semi-annual basis at a discount rate equal to 50 basis points above the applicable Treasury Yield) as at such Redemption Date of the payments of principal and interest which would have been due under such Note from such Redemption Date to (and including) the date of maturity thereof, had such redemption not occurred, over (y) the principal amount of such Note Outstanding on such Redemption Date;"

1.5 Delete paragraph (v) from the definition of "Premium" set forth in Schedule X of the Indenture, and insert in its place the following paragraph:

"(v) with respect to any premium payable upon a redemption of a Series B Note pursuant to Section 401(e) of the Indenture occurring on a Redemption Date on or prior to (but not after) June 1, 2009, the excess (if any) of (x) the present value (computed on a semi-annual basis at a discount rate equal to 100 basis points above the applicable Treasury Yield) as at such Redemption Date of the payments of principal and interest which would have been due under the terms of such Note from such Redemption Date to (and including) the date of maturity therof, had such redemption not occurred, over (y) the principal amount of such Note Outstanding on such Redemption Date;"

Section 2. Amendments to Lease. The Lease is hereby modified and amended as set forth in this Section 2.

2.1 Delete paragraph (ii) from the definition of "Premium" set forth in Schedule X of the Lease, and insert in its place the following paragraph:

"(ii) with respect to any premium payable upon a redemption of a Series B Note (other than a redemption pursuant to Section 401(e) of the Indenture) occuring on a Redemption Date on or prior to (but not after) June 1, 2009, the excess (if any) of (x) the present value (computed on a semi-annual basis at a discount rate equal to 50 basis points above the applicable Treasury Yield) as at such Redemption Date of the payments of principal and interest which would have been due under such Note from such Redemption Date to (and including) the date of maturity therof, had such redemption not occurred, over (y) the principal amount of such Note Outstanding on such Redemption Date;"

2.2 Delete paragraph (v) from the definition of "Premium" set forth in Schedule X of the Lease, and insert in its place the following paragraph:

"(v) with respect to any premium payable upon a redemption of a Series B Note pursuant to Section 401(e) of the Indenture occurring on a Redemption Date on or prior to (but not after) June 1, 2009, the excess (if any) of (x) the present value (computed on a semi-annual basis at a discount rate equal to 100 basis points above the applicable Treasury Yield) as at such Redemption Date of the payments of principal and interest which would have been due under the terms of such Note from such Redemption Date to (and including) the date of maturity therof, had such redemption not occurred, over (y) the principal amount of such Note Outstanding on such Redemption Date;"

Section 3. Miscellaneous.

3.1 Except as amended by this Supplement, each of the Indenture and the Lease shall remain unaltered and in full force and effect.

3.2 This 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.

3.3 This Supplement is being delivered in the State of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture and Lease Supplement and First Amendment to be executed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed.

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

By_____
Title: Financial Services Officer

Date: January 25, 1991

MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, not in its individual capacity but soley as Indenture Trustee

Attest:

By_____
Title:

By_____
Title:

Date: January __, 1991

CSX TRANSPORTATION, INC.,
as Lessee

By_____
Title:

Date: January __, 1991

1509/BLUCRP

IN WITNESS WHEREOF, the parties hereto have caused this Indenture and Lease Supplement and First Amendment to be executed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed.

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

By_____
Title:

Date: January __, 1991

MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, not in its individual capacity but soley as Indenture Trustee

Attest:

By_____
Title: Corporate Trust Officer

By_____
Title: Corporate Trust Officer

DUPLICATE COUNTERPART

Date: January 24, 1991

CSX TRANSPORTATION, INC.,
as Lessee

By_____
Title:

Date: January __, 1991

1509/BLUCRP

IN WITNESS WHEREOF, the parties hereto have caused this Indenture and Lease Supplement and First Amendment to be executed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed.

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

By_____
Title:

Date: January __, 1991

MERCANTILE SAFE-DEPOSIT AND TRUST
COMPANY, not in its individual
capacity but soley as Indenture
Trustee

Attest:

By_____
Title:

By_____
Title:

Date: January __, 1991

CSX TRANSPORTATION, INC.,
as Lessee

By_____
Title: Treasurer

Date: January 24, 1991

1509/BLUCRP

BNY Leasing Corporation, as Owner Participant, hereby authorizes and directs Wilmington Trust Company, as Owner Trustee, to execute and deliver the foregoing Indenture and Lease Supplement and First Amendment.

BNY LEASING CORPORATION,
as Owner Participant

By _____
Title: Managing Director

DUPLICATE COUNTERPART

Date: January 22, 1991

1509/BLUCRP

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 25th day of January, 1991, before me personally appeared Carolyn C. Daniels, 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.

DUPLICATE COUNTERPART

Sonja F. Allen
Notary Public

My Commission Expires:

[Notary Seal]

SONJA F. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992

1509/BLUCRP

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

On this 24 day of January, 1991, before me personally appeared Robert D. Brown, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer of Mercantile-Safe Deposit and 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.

DUPLICATE COUNTERPART

Notary Public Michael G. Ruppel

My Commission Expires: OCT 2 2 1994

[Notary Seal]

1509/BLUCRP

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

On this 24th day of January, 1991, before me personally appeared A.B. Altoara, to me personally known, who, being by me duly sworn, says that he is Treasurer 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.

DUPLICATE COUNTERPART

Bealiah M. McCauley
Notary Public

My Commission Expires: 11-1-93

[Notary Seal]

BEALIAH M. McCAULEY
NOTARY PUBLIC
BALTIMORE CO., MD.

1509/BLUCRP

STATE OF NEW YORK)
) ss.:
CITY OF NEW YORK)

On this 22 day of January, 1991, before me personally appeared Michael Hankey, to me personally known, who, being by me duly sworn, says that he is Managing Director of BNY Leasing Corporation, 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.

Marie C. Torrisi
Notary Public

DUPLICATE COUNTERPART

My Commission Expires:

[Notary Seal]

MARIE C. TORRISI
Notary Public, State of New York
No. 41-4659779
Qual. in Manhattan & Queens Cty.
Commission Expires ~~March 30, 1987~~
May 31, 1991

1509/BLUCRP