

#45

# WHITE & CASE

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WASHINGTON, D C

333 SOUTH HOPE STREET, LOS ANGELES

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(212) 819-8200

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20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CAĐDESİ 12/10 İSTANBUL

ZIYA UR RAHMAN CAĐDESİ 17/5 ANKARA

2013 WALI AL-AHD (P O BOX 2256), JEDDAH

16817  
RECORDATION NO  
FILED 1425

16817  
RECORDATION NO  
FILED 1425

DME:MJJ MAR 30 1990 - 8 50 AM MAR 30 1990 - 8 50 AM March 30, 1990

INTERSTATE COMMERCE COMMISSION INTERSTATE COMMERCE COMMISSION

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

0-059A001

16817  
RECORDATION NO  
FILED 1425

MAR 30 1990 - 8 50 AM  
INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement No. 13, dated as of March 30, 1990, is a primary document. The names and address of the parties to such document are as follows:

NEW NO.

The Connecticut National Bank *Lessee*  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc. *Lessee*  
100 N. Charles Street  
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 13, dated as of March 30, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

- A

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

*Countersigned by J. Mayhew*

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 1, dated March 30, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

-B

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: SD40-2 Locomotives. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$45.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the documents, to appear in the index follows:

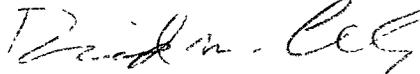
Lease Agreement No. 13 dated as of March 30, 1990, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 15 Locomotives identified by the Lessee in Schedule 1.

Indenture and Security Agreement No. 13, dated as of March 30, 1990, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee,

covering up to 15 Locomotives identified by the Lessee in Schedule 1.

Lease and Indenture Supplement No. 1, dated March 30, 1990, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 15 Locomotives identified by the Lessee in Schedule 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.  
Donna M. Mazzaferro, Esq.  
Susan J. Scheman, Esq.

RECORDATION NO

16817/B

MAR 30 1990 -8 50 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated March 30, 1990

Among

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

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

SD 40-2 LOCOMOTIVES

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ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE LOCOMOTIVES COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 13 DATED AS OF MARCH 13, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE 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 AND INDENTURE 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 MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON MARCH \_\_, 1990  
AT \_\_:\_\_ A.M. RECORDATION NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated March 30, 1990, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 13 dated as of March 13, 1990 (the "Trust Agreement") with FIRST BANK, NATIONAL ASSOCIATION, a national banking association, CSX TRANSPORTATION, INC., a Virginia corporation ("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, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 13 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 13 (the "Lease") dated as of March 13, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 13 (the "Indenture"), each dated as of March 13, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing 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 Locomotives to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

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

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee 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 Locomotives listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Locomotives for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Locomotives and in good working order.

3. The aggregate Lessor's Cost of the Locomotives leased hereunder is \$11,625,000 and the amounts comprising such Lessor's Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent applicable in respect of the Locomotives are set forth, respectively, on Schedules 2, 3 and 4 hereto.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and 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 the Indenture Trustee in (i) the Locomotives listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 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 Indenture Supplement No. 1 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 Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
1 to be duly executed on the date and year set forth in the  
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By   
Title: Trust Officer

Lessee

CSX TRANSPORTATION, INC.

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

Indenture Trustee

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

[Corporate Seal]

Attest:

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

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

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as Owner Trustee

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

Lessee

CSX TRANSPORTATION, INC.

By A. B. Altman  
Title: Treasurer

Indenture Trustee

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

[Corporate Seal]

Attest:

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

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

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity  
but solely as Owner  
Trustee

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

Lessee

CSX TRANSPORTATION, INC.

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

Indenture Trustee

[Corporate Seal]

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

Attest:  
By   
Title: Corporate Trust Officer

By   
Title: Vice President

STATE OF CONNECTICUT)

: ss.: Hartford  
COUNTY OF HARTFORD )

On this 27<sup>th</sup> day of March, 1990, before me personally appeared WILLIAM R. MUNROE, to be personally known, who, being by me duly sworn, says that he is Trust Officer of The Connecticut National Bank, 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.

Brenda K. Hufour  
Notary Public

My Commission Expires:

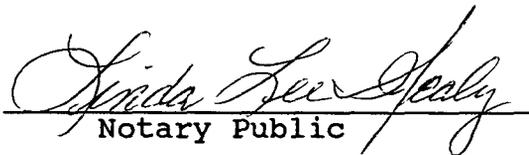
3/31/91

[Notary Seal]



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

On this 26<sup>th</sup> day of March, 1990, before me personally appeared R. E. Schreiber, to be personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT 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.

  
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 1

SCHEDULE OF LOCOMOTIVES TO BE DELIVERED

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
15	8304 8315 8437 8370 8365 8423 8414 8400 8387 8324 8343 8405 8336 8320 8368	\$775,000	\$11,625,000

SCHEDULE 2  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 30, 1990	101.25000000*
September 29, 1990	106.70725000*
March 29, 1991	107.89572580
September 29, 1991	107.95730446
March 29, 1992	108.96546663
September 29, 1992	108.53211391
March 29, 1993	109.22142924
September 29, 1993	108.39728059
March 29, 1994	108.86665535
September 29, 1994	107.72333435
March 29, 1995	108.04520251
September 29, 1995	106.61389568
March 29, 1996	106.79641009
September 29, 1996	105.05344091
March 29, 1997	105.08799479
September 29, 1997	102.03710754
March 29, 1998	99.57347482
September 29, 1998	99.57347482
March 29, 1999	102.85100136
March 29, 1999	102.85100136
September 29, 1999	96.72023981
March 29, 2000	96.79563627
September 29, 2000	91.47196223
March 29, 2001	91.56522517
September 29, 2001	85.89439188
March 29, 2002	86.04480829
September 29, 2002	79.99358524
March 29, 2003	80.29388158
September 29, 2003	73.77852701
March 29, 2004	74.25537779
September 29, 2004	67.24213470
March 29, 2005	67.92633559
September 29, 2005	60.37919479
March 29, 2006	61.30578677
September 29, 2006	53.18636136
March 29, 2007	54.39515864
September 29, 2007	45.70303218
March 29, 2008	41.14055251
September 29, 2008	37.67227767
March 29, 2009	39.28880244
September 29, 2009	29.16410574
March 29, 2010	30.37971013
September 29, 2010	20.00000000

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\* Not computed in accordance with the same methods and assumptions as the percentages for the other dates.

SCHEDULE 3  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 30, 1990	101.25000000*
September 29, 1990	106.50115943*
March 29, 1991	107.89572580
September 29, 1991	107.95730446
March 29, 1992	108.96546663
September 29, 1992	108.53211391
March 29, 1993	109.22142924
September 29, 1993	108.39728059
March 29, 1994	108.86665535
September 29, 1994	107.72333435
March 29, 1995	108.04520251
September 29, 1995	106.61389568
March 29, 1996	106.79641009
September 29, 1996	105.05344091
March 29, 1997	105.08799479
September 29, 1997	102.03710754
March 29, 1998	99.57347482
September 29, 1998	99.57347482
March 29, 1999	102.85100136
March 29, 1999	102.85100136
September 29, 1999	96.72023981
March 29, 2000	96.79563627
September 29, 2000	91.47196223
March 29, 2001	91.56522517
September 29, 2001	85.89439188
March 29, 2002	86.04480829
September 29, 2002	79.99358524
March 29, 2003	80.29388158
September 29, 2003	73.77852701
March 29, 2004	74.25537779
September 29, 2004	67.24213470
March 29, 2005	67.92633559
September 29, 2005	60.37919479
March 29, 2006	61.30578677
September 29, 2006	53.18636136
March 29, 2007	54.39515864
September 29, 2007	45.70303218
March 29, 2008	41.14055251
September 29, 2008	37.67227767
March 29, 2009	39.28880244
September 29, 2009	29.16410574
March 29, 2010	30.37971013
September 29, 2010	20.00000000

\* Not computed in accordance with the same methods and assumptions as the percentags for the other dates.

SCHEDULE 4  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
September 29, 1990	0.00000000	
March 29, 1991	3.99600000	
September 29, 1991	5.14574426	
March 29, 1992	3.93857027	
September 29, 1992	5.20317399	
March 29, 1993	3.87540332	
September 29, 1993	5.26634094	
March 29, 1994	3.80592598	
September 29, 1994	5.33581828	
March 29, 1995	3.72950786	
September 29, 1995	5.41223640	
March 29, 1996	3.64545557	
September 29, 1996	5.49628869	
March 29, 1997	3.55300646	
September 29, 1997	6.60448717	
March 29, 1998	5.86421772	
September 29, 1998	3.27752654	
March 29, 1999	0.00000000	(arrears)
March 29, 1999	9.14174426	(advance)
September 29, 1999	2.99615981	
March 29, 2000	8.17708318	
September 29, 2000	2.81862090	
March 29, 2001	8.35462209	
September 29, 2001	2.59817775	
March 29, 2002	8.57506523	
September 29, 2002	2.29963223	
March 29, 2003	8.87361076	
September 29, 2003	1.97126200	
March 29, 2004	9.20198099	
September 29, 2004	1.61008758	
March 29, 2005	9.56315540	
September 29, 2005	1.21283185	
March 29, 2006	9.96041114	
September 29, 2006	0.77589026	
March 29, 2007	10.39735273	
September 29, 2007	6.20717429	
March 29, 2008	4.96606870	
September 29, 2008	0.00000000	
March 29, 2009	11.17324299	
September 29, 2009	0.00000000	
March 29, 2010	11.17324299	