

1645
New No. _____
- A
- B

ELIAS C ALVORD (1942)
ELLSWORTH C ALVORD (1964)

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973
(202) 393-2266

OF COUNSEL
URBAN A LESTER

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
JAMES C MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

TELEX
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17128/B
RECORDATION NO. _____ FILED 1/25

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RECORDATION NO. _____ FILED 1/25 TELEFAX (202) 393-2756

DEC 18 1990 10 05 AM

DEC 18 1990 10 05 AM

INTERSTATE COMMERCE COMMISSION

December 18, 1990

INTERSTATE COMMERCE COMMISSION

17128

RECORDATION NO. _____ FILED 1/25

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

DEC 18 1990 10 05 AM 352A016

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are 2 fully executed copies of 1) a Lease Agreement dated as of November 1, 1990 ("Lease") 2) an Indenture, Mortgage and Security Agreement dated as of November 1, 1990 ("Indenture") 3) a Lease and Indenture and Supplement No. 1 dated December 18, 1990 ("Supplement") the Lease and Indenture being primary documents and the Supplement, being a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Lease

Wilmington Trust Company, Trustee, Lessor
Rodney Square North
Wilmington, Delaware 19890

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

Indenture

Wilmington Trust Company, Trustee
Rodney Square, North
Wilmington, Delaware 19890

Mercantile-Safe Deposit Trust Company
2 Hopkins Place
Baltimore, Maryland 21203

Handwritten signature: Charles T. Kappler

DEC 18 9 59 AM '90
URGENT

Mr. Sidney L. Strickland, Jr.
Interstate Commerce Commission
December 18, 1990
Page Two

Supplement

Wilmington Trust Company, Trustee
Rodney Square, North
Wilmington, Delaware 19890

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21203

Mercantile-Safe Deposit Trust Company
2 Hopkins Place
Baltimore, Maryland 21203

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto and made a part hereof.

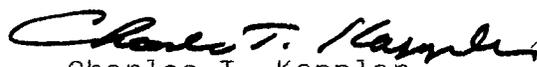
Also enclosed is a check in the amount of \$45 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

Lease Agreement dated as of November 1, 1990 between Wilmington Trust Company, Trustee, ("WTC") and CSX Transportation, Inc., ("CSX") Lessee: Indenture, Mortgage and Security Agreement dated as of November 1, 1990 between WTC and Mercantile-Safe Deposit and Trust Company ("Mercantile"): Lease and Indenture Supplement No. 1 dated December 18, 1990 between WTC, CSX and Mercantile covering 16 rebuilt locomotives.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

17128

DUPLICATE
COUNTERPART
-B

DEC 18 1990 10 32 AM

INTERSTATE COMMERCE COMMISSION
LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated December 18, 1990

among

WILMINGTON TRUST COMPANY,
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

16 General Motor SD-40-2 Locomotives
(Remanufactured by Morrison-Knudsen)
[CSX Trust 1990/ATT-2]

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAIL EQUIPMENT COVERED HEREBY OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE, MORTGAGE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 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.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON DECEMBER __, 1990
AT __: __ .M., RECORDATION NUMBER ____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated December __, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "Lessor" or the "Owner Trustee") under that certain Trust Agreement dated as of November 1, 1990 (the "Trust Agreement") with AT&T CREDIT CORPORATION, a Delaware 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 Lessor, 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"), the Lessor and the Lessee have heretofore entered into a Lease Agreement (the "Lease") and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of November 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Seller bargains, conveys, assigns, sets over, sells and delivers to the Owner Trustee, and the Owner Trustee purchases and accepts from the Seller, the Rail Equipment to be conveyed on such Closing Date, and said Bill of Sale has been delivered by the Seller and accepted by the Owner Trustee on the 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 Rail Equipment under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Rail Equipment to the Lien of the Indenture;

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

1. The Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as hereby supplemented, the Rail Equipment listed on Schedule 1 hereto.

2. The Lessee hereby confirms to the Lessor that the Lessee has accepted such Rail Equipment for all purposes hereof and of the Lease. The date of delivery and acceptance of such Rail Equipment under the Lease is the date of this Lease and Indenture Supplement No. 1 set forth in the opening paragraph hereof. The Lease Term for such Rail Equipment shall commence on the date hereof.

3. The aggregate Lessor's Cost of the Rail Equipment leased hereunder is \$12,800,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto. The Interim Rent and Basic Rent, the Stipulated Loss Values and the Termination Values for the Rail Equipment set forth, respectively, on Schedules 2, 3 and 4 hereto shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

4. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, (a) on the Basic Term Commencement Date to pay Interim Rent, and all or any portion of the Interim Amount required to be paid by the Lessee as a prepayment of Basic Rent, for each Unit leased hereunder as provided for in the Lease and (b) on each Payment Date to pay Basic Rent to the Lessor for each Unit 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 all of the Notes from time to time Outstanding under the Indenture and of all other amounts payable to or for the benefit of the Holders of the Notes and the Indenture Trustee under the Indenture, the Participation Agreement and the Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document, the Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Rail Equipment 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 in trust for the benefit and security for the Holders from time to time of the Notes and 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.

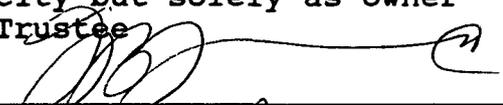
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of 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 Lessor, the Lessee and the 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

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

By  _____
Title: V.P.

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

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

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, the Lessor, the Lessee and the 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

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

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: Trustee

Indenture Trustee

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

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, the Lessor, the Lessee and the 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

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

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

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

By _____
Title: VICE PRESIDENT

ATTEST

BY  _____
Title: Corporate Trust Officer

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this day of December __, 1990.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
as Indenture Trustee

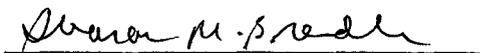
ATTEST:

By _____
Title:

By _____
Title:

STATE OF DELAWARE)
) SS.:
COUNTY OF NEWCASTLE)

On this ___ day of December, 1990, before me personally appeared WILLIAM B. SOWDEN, III to me personally known, who, being by me duly sworn, says that he is Vice President 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.



Notary Public

My Commission Expires:

[Notary Seal]

SHARON M BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

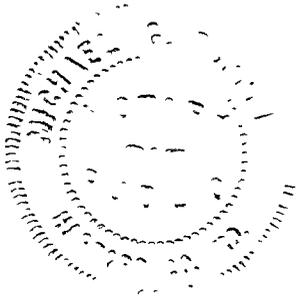
STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this ____ day of December, 1990, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michael G. Ruppel
Notary Public
Michael G. Ruppel

My Commission Expires: OCTOBER 22, 1994

[Notary Seal]



SCHEDULE OF RAIL EQUIPMENT TO BE DELIVERED

Description: General Motors SD-40-2 Locomotives
(Remanufactured by Morrison-Knudsen)

Quantity: 16

Road Numbers: CSXT 8473 through CSXT 8488

Lessor's Cost Per Unit: \$800,000

Aggregate Lessor's Cost: \$12,800,000

SCHEDULE 2 to
 CSX Trust 1990/ATT-2
 Lease and Indenture
 Supplement No. 1

BASIC RENT

Payment Date -----	Percentage of Lessor's Cost (Paid in Arrears) -----	Percentage of Lessor's Cost (Paid in Advance) -----
7/1/1991	0.39617248 *	
1/1/1992	3.88848074	
7/1/1992	5.28008227	
1/1/1993	3.82203176	
7/1/1993	5.34653124	
1/1/1994	3.74923691	
7/1/1994	5.41932609	
1/1/1995	3.66949015	
7/1/1995	5.49907285	
1/1/1996	3.58212758	
7/1/1996	5.58643542	
1/1/1997	3.48642188	
7/1/1997	5.68214112	
1/1/1998	3.38157629	
7/1/1998	5.78698672	
1/1/1999	3.26671794	
7/1/1999	5.90184506	
1/1/2000	3.14089062	
7/1/2000	6.02767238	
1/1/2001	0.91685630	8.25170670
7/1/2001		2.73506621
1/1/2002		8.47095524
7/1/2002		2.46117751
1/1/2003		8.74484394
7/1/2003		2.16113244
1/1/2004		9.04488901
7/1/2004		2.16113244
1/1/2005		9.04488901
7/1/2005		1.95998374
1/1/2006		9.24603771
7/1/2006		1.72104389
1/1/2007		9.48497756
7/1/2007		1.44745413
1/1/2008		9.75856732
7/1/2008		1.12060214
1/1/2009		10.08541930
7/1/2009		11.18277084
1/1/2010		0.02325061
7/1/2010		1.12060214
1/1/2011		10.08541930

* Lessee Paid Interim Rent

SCHEDULE 3
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 or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Stipulated Loss Value, such Stipulated Loss 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, 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 is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, 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 Rail Equipment leased hereunder on the date hereof.

STIPULATED LOSS VALUES

Payment Date -----	Percentage of Lessor's Cost -----
7/1/1991	108.07002
1/1/1992	109.35907
7/1/1992	109.00704
1/1/1993	109.86404
7/1/1993	109.04696
1/1/1994	109.63090
7/1/1994	108.44381
1/1/1995	108.84532
7/1/1995	107.33646
1/1/1996	107.57131
7/1/1996	105.71478
1/1/1997	105.77931
7/1/1997	103.63256
1/1/1998	103.68392
7/1/1998	101.33238
1/1/1999	101.38889
7/1/1999	98.81305
1/1/2000	98.88051
7/1/2000	96.08571
1/1/2001	98.26006
7/1/2001	92.84933
1/1/2002	93.03711
7/1/2002	87.30346
1/1/2003	87.67777
7/1/2003	81.57372
1/1/2004	82.17017
7/1/2004	75.36300
1/1/2005	75.63347
7/1/2005	68.66299
1/1/2006	68.91569
7/1/2006	61.52295
1/1/2007	61.79567
7/1/2007	53.93048
1/1/2008	54.25654
7/1/2008	45.98249
1/1/2009	46.48909
7/1/2009	37.79836
1/1/2010	27.80198
7/1/2010	29.18976
1/1/2011	29.49267
7/1/2011	20.00000

SCHEDULE 4
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 or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Termination Value, such Termination 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, 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 is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, 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 Rail Equipment leased hereunder on the date hereof.

SCHEDULE 4 (cont.) to
CSX Trust 1990/ATT-2
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

Payment Date -----	Percentage of Lessor's Cost -----
7/1/1991	107.47910
1/1/1992	108.73920
7/1/1992	108.35682
1/1/1993	109.18198
7/1/1993	108.33150
1/1/1994	108.88041
7/1/1994	107.65656
1/1/1995	108.01952
7/1/1995	106.47022
1/1/1996	106.66265
7/1/1996	104.76162
1/1/1997	104.77948
7/1/1997	102.58376
1/1/1998	102.58376
7/1/1998	100.17835
1/1/1999	100.17835
7/1/1999	97.54322
1/1/2000	97.54850
7/1/2000	94.68847
1/1/2001	96.79440
7/1/2001	91.31190
1/1/2002	91.42439
7/1/2002	85.61177
1/1/2003	85.90323
7/1/2003	79.71228
1/1/2004	80.21758
7/1/2004	73.31479
1/1/2005	73.48495
7/1/2005	66.40926
1/1/2006	66.55159
7/1/2006	59.04309
1/1/2007	59.19437
7/1/2007	51.20179
1/1/2008	51.39422
7/1/2008	42.98001
1/1/2009	43.33957
7/1/2009	34.49461
1/1/2010	24.33645
7/1/2010	25.55451
1/1/2011	25.67941
7/1/2011	16.00000