

Counter parts - with Herchel

REGISTRATION NO 17541
SEP 26 1991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.
633 WEST FIFTH STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20, PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14, STOCKHOLM

REGISTRATION NO 17541
SEP 26 1991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Lease of Locomotives from Jacksonville Locomotive Lease Co., Ltd. to CSX Transportation, Inc.

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the two primary documents described below and the five secondary documents which also are described below. The secondary documents described as item numbers 1, 2, 3 and 4 below are related to the primary document described as item 1 below. The secondary document described as item 5 below is related to the primary document described as item 2 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

- (1) Lease Agreement (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee.
- (2) Trust Indenture and Security Agreement (CSXT 1991-B), dated as of September 26, 1991, among Jacksonville Locomotive Lease Co., Ltd., as lessor, CSX Transportation, Inc., as lessee, and Wilmington Trust Company, as indenture trustee.

REGISTRATION NO 17541 A
SEP 26 1991 - 3 05 PM
WHITE & CASE
INTERSTATE COMMERCE COMMISSION

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE: (212) 354-8112
TELEX: 126701

REGISTRATION NO 17541
1--2099A0671991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

REGISTRATION NO 17541 E
SEP 26 1991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

REGISTRATION NO 17541 B
SEP 26 1991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
MUMHURIYET CADDESİ 12/10, ISTANBUL
ZIYA ÜR RAHMAN CADDESİ 17/5, ANKARA
7, ULITSA TVERSKAYA, MOSCOW
AVENUE DE LA RENAISSANCE 1, BRUSSELS
(JOINT OFFICE WITH DERINGER, TESSIN, HERRMANN & SEDEMUND)

SEPTEMBER 26, 1991
REGISTRATION NO 17541 F
SEP 26 1991 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

NOTED ORIGINATING UNIT
SEP 26 3 05 PM '91

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 2

The enclosed secondary documents are:

(1) Lease Supplement No. 1 (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee. The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Lessee Assignment Agreement (CSXT 1991-B), dated as of September 26, 1991, between CSX Transportation, Inc., as assignor, and CCG Equipment Limited, as assignee. The primary document to which this Lessee Assignment Agreement is connected is being submitted for recording concurrently herewith.

(3) Vendor Assignment Agreement (CSXT 1991-B), dated as of September 26, 1991, between CCG Equipment Limited, as assignor, and Jacksonville Locomotive Lease Co., Ltd., as assignee. The primary document to which this Vendor Assignment Agreement is connected is being submitted for recording concurrently herewith.

(4) Lessor Security Agreement (CSXT 1991-B) dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee. The primary document to which this Lessor Security Agreement is connected is being submitted for recording concurrently herewith.

(5) Indenture Supplement (CSXT 1991-B), dated as of September 26, 1991, among Jacksonville Locomotive Lease Co., Ltd., as lessor, CSX Transportation, Inc., as lessee, and Wilmington Trust Company, as indenture trustee. The primary document to which this Indenture Supplement is connected is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 3

Lease Agreement

Lessor:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

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

Lease Supplement No. 1

Lessor:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

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

Lessee Assignment Agreement

Assignor:
CSX Transportation, Inc.
One Charles Center
100 North Charles Street
Baltimore, Maryland 21201

Assignee:
CCG Equipment Limited
The Corporate Center
Bush Hill
Bridgetown, Barbados

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 4

Vendor Assignment Agreement

Assignor:
CCG Equipment Limited
The Corporate Center
Bush Hill
Bridgetown, Barbados

Assignee:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessor Security Agreement

Lessor:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

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

Trust Indenture and Security Agreement

Lessor:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 5

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

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

Indenture Supplement

Lessor:
Jacksonville Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

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

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

The description of the equipment covered by the aforesaid Lease, Lease Supplement and Lessee Assignment Agreement, Vendor Assignment Agreement and Lessor Security Agreement is as follows:

Twenty-seven General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

Included in the property covered by the Trust Indenture and Security Agreement are (i) twenty-seven (27) General Dash 8-40CW diesel electric locomotives and all additions, alterations and modifications thereto or

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 6

replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by Jacksonville Locomotive Lease Co., Ltd. in connection with the acquisition of the aforementioned locomotives, in each case whether acquired at the time of acquisition or thereafter acquired pursuant to the Lease or otherwise, (ii) certain rights of Jacksonville Locomotive Lease Co., Ltd. in the Lease Agreement (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee, the Lessee Assignment Agreement (CSXT 1991-B), dated as of September 26, 1991, between CSX Transportation, Inc., as assignor, and CCG Equipment Limited, as assignee, and the Vendor Assignment Agreement between CCG Limited, as assignor, and Jacksonville Locomotive Lease Co., Ltd., as assignee, (iii) a bank account of Jacksonville Locomotive Lease Co., Ltd. at Wilmington Trust Company and all amounts therein and (iv) all right, title and interest of Jacksonville Locomotive Lease Co., Ltd. in and to all proceeds, rents, issues, profits, products, revenues and other income, from and on account of the property rights and privileges subjected or required to be subjected to the lien of the Trust Indenture and Security Agreement.

A fee of One Hundred-five dollars (\$105.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Christopher G. Wilkinson
White & Case
1155 Avenue of the Americas
New York, New York 10036

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

1) Lease Agreement:

Lease Agreement (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands and CSX Transportation, Inc., as lessee, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201,

covering twenty-seven (27) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

2) Lease Supplement No. 1:

Lease Supplement No. 1 (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands and CSX Transportation, Inc., as lessee, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201, covering twenty-seven (27) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

3) Lessee Assignment Agreement:

Lessee Assignment Agreement (CSXT 1991-B), dated as of September 26, 1991, between CSX Transportation, Inc., as assignor, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201, and CCG Equipment Limited, as assignee, The Corporate Center, Bush Hill, Bridgetown, Barbados, relating to the purchase of twenty-seven (27) General Electric Dash-8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

4) Vendor Assignment Agreement:

Vendor Assignment Agreement (CSXT 1991-B), dated as of September 26, 1991, between CCG Equipment Limited, as assignor, The Corporate Center, Bush Hill, Bridgetown, Barbados, and Jacksonville Locomotive Lease Co., Ltd., as assignee, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, relating to the purchase of twenty-seven (27) General Electric Dash 8-40CW diesel electric

locomotives bearing road numbers 7676 through 7702, both inclusive.

5) Lessor Security Agreement:

Lessor Security Agreement (CSXT 1991-B) dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201, as lessee, covering twenty-seven (27) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

6) Trust Indenture and Security Agreement:

Trust Indenture and Security Agreement (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201, and Wilmington Trust Company, as indenture trustee, Rodney Square North, Wilmington, Delaware 19890, securing lessor's obligations relating to twenty-seven (27) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 7676 through 7702, both inclusive.

7) Indenture Supplement:

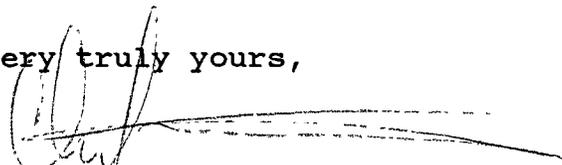
Indenture Supplement (CSXT 1991-B), dated as of September 26, 1991, between Jacksonville Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, One Charles Center, 100 North Charles Street, Baltimore, Maryland 21201, and Wilmington Trust Company, as indenture trustee, Rodney

Mr. Sidney L. Strickland, Jr.
September 26, 1991
Page 9

Square North, Wilmington, Delaware 19890,
securing lessor's obligations relating to
twenty-seven (27) General Electric Dash 8-
40CW diesel electric locomotives bearing
road numbers 7676 through 7702, both
inclusive.

If you have any questions, please do not hesitate
to call the undersigned.

Very truly yours,



Christopher Wilkinson

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 1 (CSXT 1991-B).

17541-A

RECORDATION NO. _____ FILED 1991

Between

SEP 26 1991 -3 05 PM

JACKSONVILLE LOCOMOTIVE LEASE CO., LTD.
as Lessor

and

CSX TRANSPORTATION, INC.,
as Lessee

Twenty-Seven General Electric Dash 8-40CW
Diesel Electric Locomotives

Dated as of September 26, 1991

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 JACKSONVILLE 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 1991-B) DATED AS OF SEPTEMBER 26, 1991. 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 _____, 1991, at ____:____.m., recordation number _____.

LEASE SUPPLEMENT NO. 1 (CSXT 1991-B), dated September 26, 1991, between JACKSONVILLE 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 1991-B), dated as of September 26, 1991 (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-seven (27) Electric Dash 8-40CW Diesel Electric Locomotives bearing Lessee's road numbers 7676 through 7702 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. The Equipment Cost for each Item of Equipment is \$1,452,449.00 and the aggregate Equipment Cost for all of the Items of Equipment is \$39,216,123.00.
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.

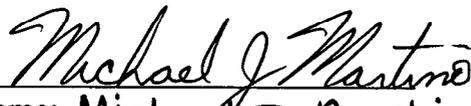
LESSOR

JACKSONVILLE LOCOMOTIVE LEASE
CO., LTD.

By: 
Name: John Fahy
Title: Vice President

LESSEE

CSX TRANSPORTATION, INC.

By: 
Name: Michael J. Martino
Title: Asst. Treasurer

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

On this, the 25 day of September, 1991, before me, a notary public, personally appeared John Fahy, to me personally known, who being by me duly sworn, says that he is the Vice President of Jacksonville Locomotive Lease Co., Ltd., that said instrument was executed on September 25 1991 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
25 day of September, 1991.

(NOTARIAL SEAL)

Mary Lucille Anderson
Notary Public
MARY LUCILLE ANDERSON
Notary Public, State of New York
No. 31-4964574
Qualified in New York County
Commission Expires April 2, 1992

My Commission Expires:

