

#15
16551-D

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May 24, 1990

RECORDATION NO 16551-D FILED 1425

MAY 24 1990 11 40 AM

INTERSTATE COMMERCE COMMISSION

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

0-144A002

MAY 24 11 37 AM '90
NOTICE OPERATIONS UNIT

Attention: Ms. Mildred Lee

Dear Ms. Lee:

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

Lease and Indenture Supplement No. 3 and Amendment, dated May 17, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 3 and Amendment is connected are recorded under Recordation No. 16551 and No. 16551-A. The names and addresses of the parties to such document are as follows:

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

Cargill Leasing Corporation
15407 McGinty Road West
Minnetonka, MN 55345

2
Countrywide - C.T. Karpel

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee

May 24, 1990

Page Two

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

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Commission for recordation.

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

Lease and Indenture Supplement No. 3 and Amendment, dated May 17, 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, Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, and Cargill Leasing Corporation.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES



Mark S. Peters

Enclosures

0001P

Appendix A

TRUST # 10 - LOCOMOTIVES

<u>INITIAL</u>	<u>NUMBER</u>
CSXT	8302
CSXT	8305
CSXT	8338
CSXT	8349
CSXT	8362
CSXT	8383
CSXT	8386
CSXT	8318
CSXT	8328
CSXT	8334
CSXT	8335
CSXT	8337
CSXT	8340
CSXT	8342
CSXT	8351
CSXT	8354
CSXT	8356
CSXT	8360
CSXT	8361
CSXT	8367
CSXT	8373
CSXT	8376

UNIT TYPE:
REBUILT SD40-2
LOCOMOTIVE

Interstate Commerce Commission

Washington, D.C. 20423

5/24/90

OFFICE OF THE SECRETARY

Mark S. Peters
Thelen, Marrin, Johnson & Bridges
70 East 55th Street
New York, New York 10022-3222

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/90 at 11:40AM and assigned recordation number(s). 16551-D, 16552-D, 16817-C and 16818-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO

FILED 1425

MAY 24 1990 -11 40 AM

INTERSTATE COMMERCE COMMISSION

**LEASE AND INDENTURE SUPPLEMENT NO. 3
AND AMENDMENT**

Dated May 17, 1990

Among

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

CSX TRANSPORTATION, INC.,
as Lessee

and

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

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT 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. 10 DATED AS OF SEPTEMBER 10, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT 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. 3 AND AMENDMENT 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 MAY __, 1990
AT __: __ .M., RECORDATION NUMBER _____

THIS LEASE AND INDENTURE SUPPLEMENT No. 3 AND AMENDMENT (this "Supplement"), dated May 17, 1990 among The Connecticut National Bank, a national banking association, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement No. 10 dated as of September 10, 1989 (the "Trust Agreement") (in such capacity as trustee, "Lessor"), 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 and Lessee have entered into the Lease Agreement No. 10 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 10 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 10 (the "Indenture"), each dated as of September 10, 1989, relating to the lease financing of certain Locomotives described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

WHEREAS, Lessor, Lessee and the Indenture Trustee have executed Lease and Indenture Supplement No. 2 ("Lease Supplement") dated December 27, 1989, wherein the Stipulated Loss Values, Termination Values and Basic Rents applicable in respect of the Locomotives are set forth therein, respectively, on Schedules 2, 3 and 4 thereto;

WHEREAS, Section 9(f) of the Lease requires Basic Rent, Stipulated Loss Value and Termination Value to be adjusted up or down so as to preserve Owner Participant's Net Return if, among other things, Transaction Costs are other than 0.75% of Lessor's Cost;

WHEREAS, Lessor and Lessee are entering into this Supplement to adjust Basic Rent, Stipulated Loss Value and Termination Value as so required; and

WHEREAS, Lessor, Lessee and Indenture Trustee are entering into this Supplement to amend Section 2(c) of the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Schedule 2 (Stipulated Loss Value Schedule), Schedule 3 (Termination Value Schedule), and Schedule 4 (Basic Rent Schedule) to the Lease Supplement are deleted in their entirety and replaced by new Schedules 2, 3 and 4 in the form attached hereto as Exhibits A, B and C, respectively.

2. Subclause (ii) of the first sentence of Section 2(c) of the Lease is hereby deleted in its entirety and replaced with the following subclause (ii):

"(ii) at the termination of the applicable storage period or at such earlier time as the Lessor may specify (or as soon thereafter as is practicable), as the Lessor may designate prior to the expiration of such storage period, provided that the Lessee shall not be obligated to move any Locomotive more than once at the request of the Lessor."

3. Except as expressly amended hereby, all provisions of the Lease and the Lease Supplement shall remain unaffected and in full force and effect and any reference to the Lease or the Lease Supplement shall be a reference to the same as amended by this Supplement.

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

5. This Supplement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The parties agree that on or prior to the date hereof one or more of the parties' execution hereof may be evidenced by a transmission to Thelen, Marrin, Johnson & Bridges, by a telecommunications device capable of creating a written record, of a signature page hereof, executed by such party, with actual copies of executed signature pages to be sent by such party on such date to Thelen, Marrin, Johnson & Bridges, by overnight mail or courier service, provided that the signature pages transmitted by such telecommunications device shall be effective regardless of whether the actual copies of signature pages are sent.

6. This Supplement 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. 3
to be duly executed and delivered as of the date and year first
above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: A. B. Aftobra
Name: A. B. AFTOBRA
Title: TREASURER

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 3 to be duly executed and delivered as of the date and year first above written.

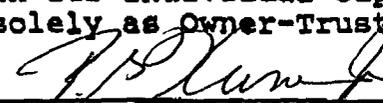
LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

By: 
Name: PHILIP G. KANEZ, JR.
Title: VICE PRESIDENT

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 3 to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

By: 
Name: John M. Mitchell
Title: Vice President

[Corporate Seal]

Attest:

By: 
Title: Corporate Trust Officer

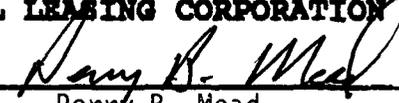
Exhibit A - Revised Schedule 2 to the Lease
Exhibit B - Revised Schedule 3 to the Lease
Exhibit C - Revised Schedule 4 to the Lease

Certification to Lessee and Instruction to Lessor:

The undersigned, as Assignee, certifies to Lessee that it calculated the adjustments to Basic Rent, Stipulated Loss Value and Termination Value set forth in the foregoing Loan and Indenture Supplement in accordance with Section 9(f) of the Lease. Pursuant to the Trust Agreement, the undersigned instructs Lessor to enter into the foregoing Amendment.

OWNER PARTICIPANT:

CARGILL LEASING CORPORATION

By: 

Name: Perry B. Mead

Title: Executive Vice President

STATE OF MINNESOTA)
)
) SS.:
COUNTY OF Wright)

On this 17th day of May, 1990, before me personally appeared Perry B. Mead, to be personally known, who, being by me duly sworn, says that he is Executive Vice President of Cargill 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.

Terry L. Tapper
Notary Public

My Commission Expires: 1/12/94



Exhibit A to
Lease and Indenture Supplement No. 3 and Amendment
Revised Schedule 2 to Lease Agreement

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, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable 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.

STIPULATED LOSS VALUE

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 MAY 1990	101.11493818
15 DEC 1990	106.72748357
15 JUN 1991	106.33211340
15 DEC 1991	107.18884625
15 JUN 1992	106.34863923
15 DEC 1992	106.94112888
15 JUN 1993	105.73848672
15 DEC 1993	106.15178350
15 JUN 1994	104.64612852
15 DEC 1994	104.93560545
15 JUN 1995	103.13369685
15 DEC 1995	103.29772675
15 JUN 1996	101.17823746
15 DEC 1996	101.21461653
15 JUN 1997	98.79985475
15 DEC 1997	98.80631336
15 JUN 1998	96.18723485
15 DEC 1998	96.24283814
15 JUN 1999	91.47024113
15 DEC 1999	91.43293567
15 JUN 2000	86.47348669
15 DEC 2000	86.67922229
15 JUN 2001	81.21026070
15 DEC 2001	81.54513121
15 JUN 2002	75.66678440
15 DEC 2002	76.15214104
15 JUN 2003	69.83430533
15 DEC 2003	70.49398231
15 JUN 2004	63.70439423
15 DEC 2004	64.56524788
15 JUN 2005	57.26932747
15 DEC 2005	58.36158516
15 JUN 2006	50.52227496
15 DEC 2006	51.87992075
15 JUN 2007	43.45751418
15 DEC 2007	45.11871636
15 JUN 2008	36.48724632
15 DEC 2008	37.87711300
15 JUN 2009	28.54836132
15 DEC 2009	29.62971584
15 JUN 2010	20.00000000

**Exhibit B to the
Lease and Indenture Supplement No. 3 and Amendment
Revised Schedule 3 to Lease Agreement**

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, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable 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.

TERMINATION VALUE

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 MAY 1990	101.11493818
15 DEC 1990	106.72748357
15 JUN 1991	106.33211340
15 DEC 1991	107.18884625
15 JUN 1992	106.34863923
15 DEC 1992	106.94112888
15 JUN 1993	105.73848672
15 DEC 1993	106.15178350
15 JUN 1994	104.64612852
15 DEC 1994	104.93560545
15 JUN 1995	103.13369685
15 DEC 1995	103.29772675
15 JUN 1996	101.17823746
15 DEC 1996	101.21461653
15 JUN 1997	98.79985475
15 DEC 1997	98.80631336
15 JUN 1998	96.18723485
15 DEC 1998	96.24283814
15 JUN 1999	91.47024113
15 DEC 1999	91.43293567
15 JUN 2000	86.47348669
15 DEC 2000	86.67922229
15 JUN 2001	81.21026070
15 DEC 2001	81.54513121
15 JUN 2002	75.66678440
15 DEC 2002	76.15214104
15 JUN 2003	69.83430533
15 DEC 2003	70.49398231
15 JUN 2004	63.70439423
15 DEC 2004	64.56524788
15 JUN 2005	57.26932747
15 DEC 2005	58.36158516
15 JUN 2006	50.52227496
15 DEC 2006	51.87992075
15 JUN 2007	43.45751418
15 DEC 2007	45.11871636
15 JUN 2008	36.48724632
15 DEC 2008	37.87711300
15 JUN 2009	28.54836132
15 DEC 2009	29.62971584
15 JUN 2010	20.00000000

BASIC RENT

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
6/15/1990	0	0.00000000
12/15/1990	1	3.73093862
6/15/1991	2	5.14427218
12/15/1991	3	3.66493594
6/15/1992	4	5.21027485
12/15/1992	5	3.59276862
6/15/1993	6	5.28244218
12/15/1993	7	3.51386086
6/15/1994	8	5.36134994
12/15/1994	9	3.42758312
6/15/1995	10	5.44762768
12/15/1995	11	3.33324704
6/15/1996	12	5.54196376
12/15/1996	13	3.23009997
6/15/1997	14	5.64511083
12/15/1997	15	3.11731896
6/15/1998	16	5.75789184
12/15/1998	17	2.99400421
6/15/1999	18	7.85347566
12/15/1999	19	2.94556999
6/15/2000	20	7.90190988
12/15/2000	21	2.56313933
6/15/2001	22	8.28434053
12/15/2001	23	2.28937985
6/15/2002	24	8.55810001
12/15/2002	25	1.98942159
6/15/2003	26	8.85805827
12/15/2003	27	1.66075733
6/15/2004	28	9.18672253
12/15/2004	29	1.30063990
6/15/2005	30	9.54683997
12/15/2005	31	0.90605922
6/15/2006	32	9.94142064
12/15/2006	33	0.47371718
6/15/2007	34	10.37376269
12/15/2007	35	0.00000000
6/15/2008	36	10.42882094
12/15/2008	37	0.00000000
6/15/2009	38	10.84747986
12/15/2009	39	0.00000000
6/15/2010	40	10.84747986