

\$15.00

**WHITE & CASE**

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

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787  
(212) 819-8200  
FACSIMILE (212) 354-8113  
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
15 QUEEN'S ROAD CENTRAL HONG KONG  
50 RAFFLES PLACE SINGAPORE  
CUMHURIYET CADDESİ 12/10 ISTANBUL  
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA  
2013 WALI AL-AHD (P O BOX 2256) JEDDAH

RECORDATION NO 16616-C FILED 1423

SJS:PM

NOV 15 1990 4:13 PM

November 15, 1990

INTERSTATE COMMERCE COMMISSION

0-319A135

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

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are two certified true copies of Second Amendment to Lease Agreement, to be recorded pursuant to 49 U.S.C. §11303.

The document to be filed is an amendment, a secondary document, dated as of November 1, 1990. The primary document to which this is connected is recorded under Recordation No. 16616.

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

Wilmington Trust Company - *LESSOR*  
Rodney Square North  
Wilmington, Delaware 19890

CSX Transportation, Inc. - *lessee*  
100 N. Charles Street  
Baltimore, Maryland 21201

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

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

NOV 15 1990

Ms. Mildred Lee

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Second Amendment to Lease Agreement dated as of  
November 1, 1990 by and among Wilmington Trust Company, as  
Owner Trustee, as Lessor and CSX Transportation, Inc.

Very truly yours,



Susan J. Scheman

Enclosures

cc: Marianne Rosenberg, Esq.  
David W. Bumsted, Esq.

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SECOND AMENDMENT TO LEASE AGREEMENT

Dated as of November 1, 1990

between

WILMINGTON TRUST COMPANY,  
as Owner Trustee,  
as Lessor

RECORDATION NO. 16616-C FILED 1425

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and

INTERSTATE COMMERCE COMMISSION

CSX TRANSPORTATION, INC.,  
as Lessee

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65 GE DASH 8 40C 4,000 HORSEPOWER LOCOMOTIVES

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CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AGREEMENT AND TO THE LOCOMOTIVES COVERED HEREBY ON THE PART OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AGREEMENT 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 AGREEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, 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 NOVEMBER \_\_, 1990 at \_\_\_\_\_.M.  
RECORDATION NUMBER \_\_\_\_\_, AS A SECONDARY DOCUMENT TO THE LEASE, DATED AS OF NOVEMBER 1, 1989 BETWEEN WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE AND CSX TRANSPORTATION, INC., AS LESSEE, FILED WITH THE INTERSTATE COMMERCE COMMISSION ON NOVEMBER 21, 1989 AT 12:05 P.M. RECORDATION NUMBER 16616 AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO §90 OF THE RAILWAY ACT OF CANADA ON NOVEMBER 21, 1989 AT 4:50 P.M. AND AMENDED BY FIRST AMENDMENT TO LEASE, DATED AS OF NOVEMBER 22, 1989 BETWEEN WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE AND CSX TRANSPORTATION, INC., AS LESSEE, FILED WITH THE INTERSTATE COMMERCE COMMISSION ON NOVEMBER 22, 1989 AT 11:15 A.M. AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO §90 OF THE RAILWAY ACT OF CANADA ON NOVEMBER \_\_, 1989 AT \_\_\_\_\_.M., RECORDATION NUMBER \_\_\_\_\_.

SECOND AMENDMENT to LEASE AGREEMENT, dated as of November 1, 1990 ("Second Amendment to Lease") 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, 1989 with SECURITY PACIFIC EQUIPMENT LEASING, INC., a Delaware corporation (the "Owner Participant") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have executed and delivered a Lease Agreement dated as of November 1, 1989 (the "Original Lease").

WHEREAS, the Lessor and the Lessee have executed a First Amendment to Lease Agreement dated as of November 22, 1989 (the "First Amendment to Lease") (the Original Lease as amended by the First Amendment to Lease is herein referred to as the "Lease");

WHEREAS, the parties hereto wish to amend the Lease as herein provided;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration the receipt of which is hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. Schedule 1 to the Lease is hereby deleted in its entirety and a new Schedule 1, in the form attached hereto as Exhibit A, is inserted in its place.

2. Schedule 2 to the Lease is hereby deleted in its entirety and a new Schedule 2, in the form attached hereto as Exhibit B, is inserted in its place.

3. Schedule 3 to the Lease is hereby deleted in its entirety and a new Schedule 3, in the form attached hereto as Exhibit C, is inserted in its place.

4. Each of the foregoing adjustments to Schedules 1, 2 and 3 to, and Section 2(e) of, the Lease shall be effective as of the date of this Second Amendment to Lease.

5. Except as expressly amended hereby, all provisions of the Lease shall remain unaffected and in full force and effect.

6. This Amendment may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

7. THIS SECOND AMENDMENT TO LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.



IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Lease to be duly executed and delivered as of the day and year first above written.

Lessor

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

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

Lessee

CSX TRANSPORTATION, INC.

By:   
Title: President

Consented and Agreed to:

Owner Participant

SECURITY PACIFIC EQUIPMENT  
LEASING, INC.

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

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Lease to be duly executed and delivered as of the day and year first above written.

Lessor

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

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

Lessee

CSX TRANSPORTATION, INC.

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

Consented and Agreed to:

Owner Participant

SECURITY PACIFIC EQUIPMENT  
LEASING, INC.

By: Nancy Hitchings  
Title: CONTRACT ADMINISTRATOR

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me personally appeared Carolyn C. Daniels, to be personally known, who, being by me duly sworn, says that he is Financial Services Officer of Wilmington Trust Co., 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.

*Sonja F. Allen*  
\_\_\_\_\_  
Notary Public

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

My Commission Expires:

[Notary Seal]

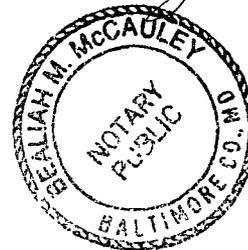
STATE OF MARYLAND )  
CITY )  
~~COUNTY~~ OF BALTIMORE ) SS.:

On this 7th day of November, 1990, before me personally appeared A. B. Aftoora, 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.

*Beulah M. McCauley*  
Notary Public

My Commission Expires: 11-1-93

[Notary Seal]



STATE OF California )  
 )  
COUNTY OF San Francisco )

SS.:

On this seventh day of November 1990, before me personally appeared Nancy J. Hitchings, to be personally known, who, being by me duly sworn, says that she is Contract Administrator of SECURITY PACIFIC EQUIPMENT LEASING, INC. 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.



*Joan E. Selby*  
\_\_\_\_\_  
Notary Public

My commission Expires: January 28, 1994

[Notary Seal]

EXHIBIT A TO ~~FIRST~~ <sup>SECOND</sup>  
 AMENDMENT TO LEASE

	BASIC RENT	Schedule 1 to Lease
PAYMENT DATE	ARREARS/ ADVANCE	PERCENTAGE OF LESSOR'S COST
-----	-----	-----
5/15/1990	ARREARS	0.000000000
11/15/1990	ARREARS	3.530895385
5/15/1991	ARREARS	4.893223206
11/15/1991	ARREARS	3.474092028
5/15/1992	ARREARS	4.950026596
11/15/1992	ARREARS	3.412155245
5/15/1993	ARREARS	5.011963401
11/15/1993	ARREARS	3.344602517
5/15/1994	ARREARS	5.079516095
11/15/1994	ARREARS	3.270896224
5/15/1995	ARREARS	5.153222400
11/15/1995	ARREARS	3.190490350
5/15/1996	ARREARS	5.233628297
11/15/1996	ARREARS	3.102686154
5/15/1997	ARREARS	5.321432503
11/15/1997	ARREARS	3.006773986
5/15/1998	ARREARS	5.417344604
11/15/1998	ARREARS	2.901935944
5/15/1999	ARREARS	5.522182702
11/15/1999	ARREARS	2.787341538
5/15/2000	ARREARS	5.636777097
11/15/2000	ARREARS	2.662000000
5/15/2001	ARREARS	7.634124196
11/15/2001	ARREARS	2.440782098
5/15/2002	ARREARS	7.855342098
11/15/2002	ARREARS	2.199847273
5/15/2003	ARREARS	8.096276901
11/15/2003	ARREARS	1.975133427
5/15/2004	ARREARS	8.320990803
11/15/2004	ARREARS	1.689600559
5/15/2005	ARREARS	8.606523636
11/15/2005	ARREARS	1.378339021
5/15/2006	ARREARS	8.917785197
11/15/2006	ADVANCE	10.296124196
5/15/2007	ADVANCE	10.109745701
11/15/2007	ADVANCE	0.186378462
5/15/2008	ADVANCE	9.811701001
11/15/2008	ADVANCE	0.484423206
5/15/2009	ADVANCE	0.000000000
11/15/2009	ADVANCE	10.296124196

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 to take into account the change in Federal and state income tax consequences, based upon the date as of which the Owner Participant incurred such Federal income 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 Certificates.

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 date by reference to which Stipulated Loss Value is determined in respect of a Locomotive occurs prior to November 15, 2006, the Lessee shall also pay the Basic Rent with respect to such Locomotive due on the applicable Payment Date; if the date by reference to which Stipulated Loss Value is determined in respect of a Locomotive occurs on or after November 15, 2006, the Lessee shall not be obligated to pay Basic Rent with respect to such Locomotive due on such Payment Date.

## STIPULATED LOSS VALUE

Schedule 2  
Page 2

PAYMENT DATE	PERCENTAGE OF LESSOR'S COST
15 MAY 1990	106.29604701
15 NOV 1990	107.62852787
15 MAY 1991	107.29402645
15 NOV 1991	108.11695018
15 MAY 1992	107.25811721
15 NOV 1992	107.72910418
15 MAY 1993	106.44631185
15 NOV 1993	106.66095935
15 MAY 1994	105.02428466
15 NOV 1994	105.03107935
15 MAY 1995	103.08417211
15 NOV 1995	102.96562573
15 MAY 1996	100.74045272
15 NOV 1996	100.53065058
15 MAY 1997	98.07015655
15 NOV 1997	97.83417232
15 MAY 1998	95.18636452
15 NOV 1998	94.96284793
15 MAY 1999	92.11931697
15 NOV 1999	91.91256683
15 MAY 2000	88.85831965
15 NOV 2000	88.67323119
15 MAY 2001	83.52871824
15 NOV 2001	83.40352228
15 MAY 2002	77.88460236
15 NOV 2002	77.84264006
15 MAY 2003	71.94544503
15 NOV 2003	71.99122723
15 MAY 2004	65.76058699
15 NOV 2004	66.02605686
15 MAY 2005	59.46121814
15 NOV 2005	59.98890669
15 MAY 2006	53.08393284
15 NOV 2006	54.95053611
15 MAY 2007	46.37184004
15 NOV 2007	37.93416388
15 MAY 2008	39.59736057
15 NOV 2008	31.28043191
15 MAY 2009	32.44433391
15 NOV 2009	34.16942485
15 MAY 2010	25.04515615

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 to take into account the change in Federal and state income tax consequences, based upon the date as of which the Owner Participant incurred such Federal income 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 the Premium, if any, payable in respect of the Certificates.

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 date by reference to which Termination Value is determined in respect of a Locomotive occurs prior to November 15, 2006, the Lessee shall also pay the Basic Rent with respect to such Locomotive due on the applicable Payment Date; if the date by reference to which Termination Value is determined in respect of a Locomotive occurs on or after November 15, 2006 the Lessee shall not be obligated to pay Basic Rent with respect to such Locomotive due on such Payment Date.

TERMINATION VALUE

PAYMENT DATE	PERCENTAGE OF LESSOR'S COST
-----	-----
15 MAY 1990	106.29604701
15 NOV 1990	107.62852787
15 MAY 1991	107.29402645
15 NOV 1991	108.11695018
15 MAY 1992	107.25811721
15 NOV 1992	107.72910418
15 MAY 1993	106.44631185
15 NOV 1993	106.66095935
15 MAY 1994	105.02428466
15 NOV 1994	105.03107935
15 MAY 1995	103.08417211
15 NOV 1995	102.96562573
15 MAY 1996	100.74045272
15 NOV 1996	100.53065058
15 MAY 1997	98.07015655
15 NOV 1997	97.83417232
15 MAY 1998	95.18636452
15 NOV 1998	94.96284793
15 MAY 1999	92.11931697
15 NOV 1999	91.91256683
15 MAY 2000	88.85831965
15 NOV 2000	88.67323119
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15 NOV 2003	71.99122723
15 MAY 2004	65.76058699
15 NOV 2004	66.02605686
15 MAY 2005	59.46121814
15 NOV 2005	59.98890669
15 MAY 2006	53.08393284
15 NOV 2006	54.95053611
15 MAY 2007	46.37184004
15 NOV 2007	37.93416388
15 MAY 2008	39.59736057
15 NOV 2008	31.28043191
15 MAY 2009	32.44433391
15 NOV 2009	34.16942485
15 MAY 2010	25.04515615