

WHITE & CASE

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BIRGER JARLSGATAN 14, STOCKHOLM

CUMHURIYET CADDESİ 12/10, ISTANBUL

ZIYA ÜR RAHMAN CADDESİ 17/5, ANKARA

No. 8--364A013

Date ... DEC. 29. 1988 ...

Fee \$ 104.00

ICC Washington, D. C.

December 29, 1988

INTERSTATE COMMERCE COMMISSION

DEC 29 1988 9:45 AM

RECORDATION NO. 1 6115 B

INTERSTATE COMMERCE COMMISSION

DEC 29 1988 9:45 AM

RECORDATION NO. 1 6115 A

MOTION OPERA

INTERSTATE COMMERCE COMMISSION

DEC 29 1988 9:45 AM

RECORDATION NO. 1 6115

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 an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303. These documents are (1) a lease, a primary document, dated December 29, 1988; (2) an indenture and security agreement, a secondary document, dated December 29, 1988 and (3) an indenture supplement, a secondary document, dated December 29, 1988.

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

- (1) The parties to Lease Agreement No. 2, the primary document, are:

The Connecticut National Bank,
as owner trustee, as lessor
777 Main Street, Hartford, Connecticut 06115;
and

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

- (2) The parties to Indenture and Security Agreement No. 2, a secondary document, are:

*C. Randolph Paul
Anne Smith*



Interstate Commerce Commission
December 29, 1988
Page Two

The Connecticut National Bank,
as owner trustee
777 Main Street
Hartford, Connecticut 06115; and

Meridian Trust Company,
as indenture trustee
35 North Sixth Street
Reading, Pennsylvania 19603

- (3) The parties to Lease and Indenture Supplement No. 2, a secondary document, are:

The Connecticut National Bank,
as trustee lessor/owner trustee
777 Main Street
Hartford, Connecticut 06115; and

CSX Transportation, Inc., lessee
100 North Charles Street
Baltimore, Maryland 21201; and

Meridian Trust Company, as trustee,
indenture trustee
35 North Sixth Street
Reading, Pennsylvania 19603

A description of the equipment covered by this document follows:

169 fully enclosed bi-level and tri-level
autoracks bearing the serial numbers
B3871-B4039.

A filing fee of \$13.00 per document is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned. Short summaries of these documents to appear in the index follow:

Interstate Commerce Commission
December 29, 1988
Page Three

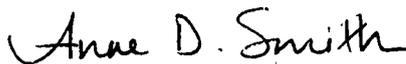
Primary document:

- (1) Lease No. 2 between The Connecticut National Bank, as owner trustee, as lessor, 777 Main Street, Hartford, Connecticut 06115; and CSX Transportation, Inc., as lessee, 100 North Charles Street, Baltimore, Maryland 21201, dated December 29, 1988 and covering 169 fully enclosed bi-level and tri-level autoracks bearing the serial numbers B3871-B4039.

Secondary documents:

- (2) Indenture and Security Agreement No. 2 to Lease No. 2 dated December 29, 1988 and covering 169 fully enclosed bi-level and tri-level autoracks bearing the serial numbers B3871-B4039.
- (3) Lease and Indenture Supplement No. 1 to Lease No. 2 dated December 29, 1988 and covering 169 fully enclosed bi-level and tri-level autoracks bearing the serial numbers B3871-B4039.

Very truly yours,



Anne D. Smith

Enclosure

LEASE AGREEMENT NO. 2 INTERSTATE COMMERCE COMMISSION

Dated as of December 1, 1988

DEC 29 1988 9-45 AM

1

6115

RECORDATION NO.

FORM 1425

between

THE CONNECTICUT NATIONAL BANK,
as Owner Trustee,
as Lessor

and

CSX TRANSPORTATION, INC.,
as Lessee

FULLY ENCLOSED BI-LEVEL AUTORACKS
FULLY ENCLOSED TRI-LEVEL AUTORACKS

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AGREEMENT AND TO THE AUTORACKS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 2 DATED AS OF DECEMBER 1, 1988. 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 MERIDIAN 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 _____, 1988 AT _____ .M.
RECORDATION NUMBER _____

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(Not Part of Agreement)

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LEASE AGREEMENT NO. 2 dated as of December 1, 1988 between THE CONNECTICUT NATIONAL BANK, a national banking association organized under the laws of the United States, not in its individual capacity but solely as trustee under the Trust Agreement (as defined in Schedule X hereto) (the "Lessor"), and CSX TRANSPORTATION INC., a Virginia corporation (the "Lessee").

The Lessor and the Lessee agree as follows:

SECTION 1. Definitions. The following terms shall have the following meanings for all purposes of this Lease:

(a) unless otherwise expressly provided, all references herein to Sections or other subdivisions refer to the corresponding Sections and other subdivisions of this Lease;

(b) the terms "hereof," "herein," "hereby," "hereto," "hereunder," "hereinafter" and "herewith" refer to this Lease; and

(c) all terms used herein which are defined in or by reference in Schedule X hereto (including all terms defined by reference therein to other instruments or to Sections and other subdivisions of this Lease) shall have the respective meanings stated or referred to in said Schedule X.

SECTION 2. Purchase and Lease; Renewal Terms; Return; Purchase Options.

(a) Purchase and Lease. Effective on each Closing Date, if the conditions set forth in Sections 5 and 6 (as the case may be) of the Participation Agreement have been satisfied, (i) the Lessor shall purchase from the Seller the Autoracks described in the Bill(s) of Sale delivered on such date, (ii) the Lessor shall be deemed to have tendered delivery of such Autoracks to the Lessee and the Lessee shall be deemed to have accepted delivery thereof, (iii) the Lessor shall lease such Autoracks to the Lessee and the Lessee shall lease such Autoracks from the Lessor under this Lease for the Rent and Lease Term hereinafter stipulated (subject to the exercise by the Lessee of its renewal option or options as provided herein for one or more Renewal Terms and upon the terms and conditions herein set forth) and (iv) the Lessor and the Lessee shall conclusively evidence that such Autoracks have been made subject

to this Lease by executing and delivering a Lease and Indenture Supplement substantially in the form attached as Exhibit A hereto covering the Autoracks so purchased and leased.

(b) Renewal Terms. Provided that no Default pursuant to Section 14(f) or no Event of Default shall have occurred and then be continuing, the Lessee shall be entitled to renew this Lease pursuant to the following terms and conditions with respect to all, but not less than all, of the Bi-Level Autoracks and/or all, but not less than all, of the Tri-Level Autoracks then being leased under this Lease on the last day of the Basic Term or any Renewal Term then in effect, for one or more Renewal Terms commencing on the first day following the end of the Basic Term or any Renewal Term for which a renewal has been effected (each a "Renewal Term Commencement Date"):

(i) Appraisal Determination. The Lessee may (A) by notice to the Owner Trustee at any time at least 270 days (but not more than 540 days) prior to the Renewal Term Commencement Date for the first proposed Fixed Rate Renewal hereunder, request that a determination be made under subclause (iii)(D) of this paragraph (b) and (B) by notice to the Owner Trustee at any time at least 270 days (but not more than 540 days) prior to the Renewal Term Commencement Date for any proposed Fair Market Renewal hereunder, request that a determination be made under subclause (iv)(C) of this paragraph (b). No such request pursuant to this clause (i) for a determination shall be deemed an election by the Lessee of a renewal pursuant to the provisions of this paragraph (b).

(ii) Notice. In the event that the Lessee elects to renew this Lease, the Lessee shall provide the Owner Trustee with a notice irrevocably electing such renewal at least 180 days prior to the Renewal Term Commencement Date on which such elected renewal is to take effect. Such notice shall specify (A) the desired Renewal Term which in the case of a Fixed Rate Renewal shall be determined in accordance with subclause (iii)(A) of this paragraph (b) and in the case of a Fair Market Renewal shall be determined in accordance with subclause (iv)(A) of this paragraph (b) and (B) whether a renewal is being elected as a Fixed Rate Renewal pursuant to clause (iii) of this paragraph (b).

(iii) Fixed Rate Renewal. Each renewal pursuant to this clause (iii) shall be referred to as a "Fixed Rate

Renewal" and shall be made pursuant to the following terms and conditions:

(A) The period of each Fixed Rate Renewal (each a "Fixed Rate Renewal Term") for a given Type of Autorack shall be the period commencing on the Renewal Term Commencement Date for which a Fixed Rate Renewal is being requested and ending on the last day of the Fixed Rate Renewal Term specified by the Lessee in the notice delivered pursuant to clause (ii) of this paragraph (b), which Fixed Rate Renewal Term shall be in increments of one or more whole years (except that the last of such increments may be a fraction of a year to the extent so required by the limitation specified in the proviso of this subclause (iii)(A)); provided, however, that no Fixed Rate Renewal Term shall extend beyond the earliest of the following dates (the "Maximum Fixed Rate Renewal Date" and the period from the Renewal Period Commencement Date for the first proposed Fixed Rate Renewal hereunder to the Maximum Fixed Rate Renewal Date is herein called the "Maximum Fixed Rate Renewal Term"): (1) the last date on which the period from the Initial Closing Date to such date would be equal to 80% of the estimated economic useful life of Autoracks of such Type, measured from the Initial Closing Date (the determination of such useful life to be made pursuant to subclause (D) below), and (2) the last day on which the estimated residual value of Autoracks of such Type would be 20% of the Lessor's Cost therefor, the determination of such date to be made pursuant to subclause (D) below), without taking into account inflation or deflation subsequent to the Initial Closing Date. Any election of a Fixed Rate Renewal shall constitute a representation of the Lessee to the Owner Participant that any Autorack not inspected in connection with the Appraisal referred to in subclause (i) above was in substantially the same condition, insofar as useful life and residual value are involved, as the Autoracks that were so inspected.

(B) Basic Rent for Autoracks of a given Type during each Fixed Rate Renewal Term shall be payable on each Payment Date during such Fixed Rate Renewal Term and shall be equal to 50% of the average of the actual Basic Rent payments payable in respect of Autoracks of such Type on each Pay-

ment Date during the Basic Term; provided, however, in the event that due to any limitation imposed by the proviso set forth in the foregoing subclause (A) the last Fixed Rate Renewal Term expires other than on a Payment Date, then the last payment of Basic Rent for such Fixed Rate Renewal Term shall be payable on the last date of such Fixed Rate Renewal Period and shall be prorated on the basis of the proportion of (x) the actual number of days from and excluding the Payment Date immediately preceding the last day of such Fixed Rate Renewal Term to and including such last day, to (y) 180 days. The Stipulated Loss Value for Autoracks of a given Type for all Fixed Rate Renewals shall be calculated once on or before the beginning of the first Fixed Rate Renewal and shall (x) on the Renewal Term Commencement Date for the first Fixed Rate Renewal be equal to the Fair Market Sale Value of Autoracks of such Type (as determined pursuant to subclause (D) below) as of such Renewal Term Commencement Date and (y) thereafter (over the first and each subsequent Fixed Rate Renewal Term) be reduced on a straight-line basis from the initial Stipulated Loss Value so determined pursuant to clause (x) hereof to 20% of Lessor's Cost therefor at the Maximum Fixed Rate Renewal Date.

(C) Notwithstanding any provision hereof, (x) the Lessee shall have the right to elect not more than two Fixed Rate Renewals for a given Type of Autorack (and any renewals thereafter shall be Fair Market Renewals), (y) all Fixed Rate Renewals for a given Type of Autorack elected by the Lessee shall run consecutively and (z) no Fixed Rate Renewals for a given Type of Autorack shall be permitted unless the first Fixed Rate Renewal Term therefor immediately follows the Basic Term.

(D) In connection with the first actual or prospective Fixed Rate Renewal for a given Type of Autorack, a determination shall be made (pursuant to the Appraisal Procedure) of (x) the then estimated economic useful life of Autoracks of such Type measured from the Initial Closing Date, (y) the last date on which the estimated residual value (without regard to inflation or deflation subsequent to the Initial Closing Date) of Autoracks of such Type is projected to be greater than or equal to 20% of Lessor's Cost therefor and

(2) the Fair Market Sale Value of Autoracks of such Type as of the Renewal Term Commencement Date for the first Fixed Rate Renewal Term. Such determination (which shall be made within the time periods required pursuant to the Appraisal Procedure and prior to the Renewal Term Commencement Date for the first Fixed Rate Renewal) shall be made as of the Renewal Term Commencement Date for the first Fixed Rate Renewal and shall be used for all subsequent Fixed Rate Renewals.

(iv) Fair Market Renewal. Each renewal pursuant to this clause (iv) shall be referred to as a "Fair Market Renewal" and shall be made pursuant to the following terms and conditions:

(A) The period of each Fair Market Renewal (each, a "Fair Market Renewal Term") for a given Type of Autorack shall be the period commencing on the Renewal Term Commencement Date for which a Fair Market Renewal is being requested and ending on the last day of the Renewal Term specified by the Lessee in the notice delivered pursuant to clause (ii) of this paragraph (b), which period shall be in increments of one or more whole years.

(B) Basic Rent for Autoracks of a given Type during each Fair Market Renewal Term shall be the Fair Market Rent in respect of Autoracks of such Type for such period (as determined pursuant to the provisions of subclause (C) of this clause (iv)), payable in arrears on each Payment Date during such Fair Market Renewal Term and on the last day of such Fair Market Renewal Term. During each Fair Market Renewal Term, the Stipulated Loss Value for Autoracks of a given Type shall (x) on the Renewal Period Commencement Date for such Fair Market Renewal Term, be equal to the Fair Market Sale Value of Autoracks of such Type as of such Renewal Term Commencement Date (as determined with respect to such Fair Market Renewal Term pursuant to subclause (C) below) and (y) during the remainder of such Fair Market Renewal Term, be reduced on a straight-line basis from the Stipulated Loss Value so determined as of the relevant Renewal Term Commencement Date to the estimated Fair Market Sale Value of Autoracks of such Type as of the last day of such Fair Market Renewal Term (as determined with respect to such Fair Market Renewal Term pursuant to subclause (C) below).

(C) In connection with each actual or prospective Fair Market Renewal for a given Type of Autorack, a determination shall be made (pursuant to the Appraisal Procedure) of (x) the Fair Market Sale Value of Autoracks of such Type as of the relevant Renewal Term Commencement Date and as of the last day of such Fair Market Renewal Term, and (y) the Fair Market Rent of Autoracks of such Type. Such determination (which shall be made within the time periods required pursuant to the Appraisal Procedure) shall be made as of the Renewal Term Commencement Date for the relevant Fair Market Renewal for a given Type of Autorack and shall be completed before the Renewal Term Commencement Date for such Fair Market Renewal.

(v) General. All provisions of this Lease shall be applicable during each Renewal Term, except that the Basic Rent and Stipulated Loss Values payable under this Lease during each Renewal Term shall be those specified in this paragraph (b).

(c) Redelivery. The Lessee shall assemble and deliver possession of the Autoracks in accordance with the terms of this Lease, at the Lessee's own cost and expense, in such numbers and to such location or locations on the Lessee's lines or to such interconnection point or points with Lessee's lines, which locations shall be reasonably acceptable to the Lessee (taking into account the capacity of such lines and points and the possible disruption to the Lessee's operations as a result of such return) (the "Redelivery Locations") (i) subject to Section 2(g) hereof, on the date of the expiration of the Basic Term or any applicable Renewal Term, as the Lessor shall designate in writing to the Lessee not less than 90 days prior to the expiration of the Basic Term or any applicable Renewal Term or (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 Autorack more than once at the request of the Lessor. Any Autorack delivered to such Redelivery Location (or into storage, as the Lessor may have requested as provided below) shall be deemed to be redelivered hereunder (and, subject to the next succeeding paragraph, Basic Rent with respect to such redelivered Autoracks shall cease to accrue with respect thereto) on the later to occur of (i) the expiration of the Basic Term or any applicable Renewal Term and (ii) the date on which at least 50 of such Autoracks (or such lesser number of

Autoracks as Lessor may have requested to be delivered to such Redelivery Location or into storage) shall have been delivered to any one such Redelivery Location or into storage. The Lessee will, at the request of Lessor, store any Autorack free of charge and at the Lessee's expense and risk on storage tracks selected and owned by the Lessee for a period commencing on the date of the delivery thereof to such storage tracks and terminating on a date not later than 45 days after the placing in storage of an aggregate of at least 200 (or such lesser number of Autoracks as Lessor may have requested to be stored) of such Autoracks pursuant to any one such request of the Lessor. In addition, the Lessor shall have the right to store each such Autorack redelivered to it on storage tracks owned by the Lessee for an additional period of 90 days after the expiration of the free storage period referred to in the preceding sentence; provided, that the Lessee may charge the Lessor an amount based on the then normal rates charged by the Lessee to third parties for storage of railcars of the same or similar Type on its tracks, and such additional storage shall be at the Lessor's expense and risk. The Lessee agrees to notify the Lessor when an aggregate of 200 Autoracks (or such lesser number of Autoracks as the Lessor may have requested to be delivered to such Redelivery Location or placed in storage, as the case may be) shall have been delivered to any one such Redelivery Location or placed in such storage (each, a "Autorack Return Notice"), and the 45-day period referenced in the second preceding sentence shall be deemed to commence with respect to such Autoracks on the date of the Autorack Return Notice.

The Lessor may request that the Lessee, and the Lessee will, assign all its rights and obligations with respect to each flatcar leased from Trailer Train under the Car Contract on which an Autorack is attached or affixed at the time of the redelivery thereof to the Lessor; provided, that the Lessee shall not be obligated to assign such rights and obligations unless (i) the Lessor then qualifies as an assignee under the Car Contract and (ii) the Lessor has received the prior written consent from Trailer Train (if such consent is then required by the Car Contract) with respect to such assignment.

If the Lessor or its agent shall inspect any Autorack pursuant to Section 2(d) and shall conclude in good faith that such Autorack is not in the condition required by Section 2(d), the Lessee, at its expense and risk, shall within 30 days thereafter make such repairs and perform such work as shall be necessary to place such Autoracks in the condition required by Section 2(d). The Lessee will provide

the Lessor with notice when such Autorack has been repaired so as to be in the condition required by Section 2(d) and is ready to be reinspected by the Lessor or its agent, and the Lessor or its agent shall have 10 days from such date to inspect such Autorack and inform the Lessee if such Autorack is still not in the condition required by Section 2(d) (in which case the provisions of this paragraph shall continue to control). The Lessee agrees to pay the daily equivalent of Basic Rent (calculated on the basis of the average of the actual Basic Rent payments payable in respect of Autoracks of such Type on each Payment Date during the Basic Term or the applicable Renewal Term, as the case may be) on each Autorack not redelivered in the condition required by Section 2(d), from and including the last day on which the Lessee paid Basic Rent with respect to such Autorack to but excluding the date the Lessee gives the notice described in the next preceding sentence.

(d) Return Condition. At the time of any return, the Autoracks so being returned shall be free and clear of all liens, security interests, charges and encumbrances and rights of others (except any Owner Encumbrances and Permitted Encumbrances, it being understood that the Lessee will promptly and diligently cause any such Permitted Encumbrances to be discharged and, at the Owner Trustee's request, the Lessee shall bond or provide such other form of security for payment and discharge of such Permitted Encumbrances as the Owner Trustee may reasonably request) and shall be in the condition required by Section 2(c) and 5 hereof. Each Autorack redelivered hereunder shall be (i) in a condition suitable for the general purpose for which it was originally intended, (ii) in a condition comparable to that of autoracks of a similar Type and age and suitable for normal interchange service with other Class I Railroads in compliance with the then prevailing applicable rules of the Association of American Railroads and the Federal Railway Administration or any successor entities and (iii) in a condition consistent with the requirements of Applicable Law. In addition, each Autorack redelivered pursuant to Section 2(c) shall be in the condition required by Section 5 hereof, excepting the passage of time and reasonable wear and tear (which shall not be deemed to include damage caused to any Autorack by any corrosive or abrasive substance loaded therein or used in connection therewith, damage caused to any Autorack by excessive unbalanced loading, excessive or unusual damage caused to any Autorack by open flames, vibrations, sledges or other similar devices during loading or unloading operations and damage caused to any Autorack resulting from damaged safety appliances). The

Lessor or its agent may inspect any Autorack redelivered hereunder to determine whether such Autorack is in the condition required by this Section 2(d) at any time prior to the earlier of (x) 30 days after the date of the Autorack Return Notice in respect of such Autorack and (y) 10 days after such Autorack shall have been returned to Lessor at the Redelivery Location pursuant to Section 2(c), or at such other time as may be specified in Section 2(c). At such inspection, independent inspectors or surveyors representing both the Lessee and the Lessor, or an independent inspector or surveyor satisfactory to both sides, shall be present and shall determine and state the agreed repairs or work necessary to place such Autorack on the date of return in the condition required by this Section 2(d). The Lessee and the Lessor shall bear the cost of their respective independent inspectors or surveyors.

(e) Early Purchase Option. Provided that no Default pursuant to Section 14(f) or no Event of Default shall have occurred and be continuing, on the thirteenth anniversary of the Basic Term Commencement Date, the Lessee shall be entitled, upon not less than 180 days' irrevocable prior written notice to the Lessor, to purchase not less than 25% of the Bi-Level Autoracks, randomly selected, and/or not less than 25% of the Tri-Level Autoracks, randomly selected, then being leased under this Lease for a purchase price equal to (x) if such Autoracks are to be purchased free and clear of the lien of the Indenture, the Projected Fair Market Sale Value-EBO of such Autoracks and the premium, if any, on the Notes being prepaid on such date (as determined in accordance with the proviso to this sentence) plus any Supplemental Rent then due and sales tax payable in connection with the purchase of such Autoracks or (y) if such purchase constitutes an Assumption Event, the Projected Fair Market Sale Value-EBO of such Autoracks plus any Supplemental Rent then due and sales tax payable in connection with the purchase of such Autoracks less an amount equal to the product of (i) the aggregate principal amount of the Notes Outstanding on such date and (ii) a fraction the numerator of which is the aggregate Lessor's Cost for such Autoracks and the denominator of which is the aggregate Lessor's Cost for all of the Autoracks then subject to this Lease; provided, that in the event such Autoracks are to be purchased free and clear of the lien of the Indenture, the Lessee shall first directly pay the Indenture Trustee the amount required to prepay an aggregate principal amount of Notes calculated as the product of subclauses (i) and (ii) above, together with premium, if any, with respect thereto and then pay to the Lessor any remaining amount of the purchase price. In connection with

the exercise of the purchase option under this Section 2(e), the Lessor shall transfer all its right, title and interest in and to such Autoracks to the Lessee without recourse or warranty on the part of the Lessor except that the Lessor shall warrant to the Lessee that such Autoracks are free and clear of all Owner Encumbrances and, at the expense of the Lessee, shall execute and deliver such documents as shall be reasonably necessary or appropriate to consummate such sale and, in the case of a purchase which is an Assumption Event, such documents as shall be necessary or appropriate, in the judgment of the Indenture Trustee, to preserve such lien (including, without limitation, any necessary amendments to the Indenture).

(f) Purchase at Expiration of Lease Term. Provided that no Default pursuant to Section 14(f) or no Event of Default shall have occurred and be continuing, the Lessee shall be entitled at the expiration of the Lease Term with respect to the Bi-Level Autoracks and/or the Tri-Level Autoracks to purchase pursuant to the following terms and conditions all, but not less than all, of the Autoracks of such Type then being leased under this Lease as follows:

(i) The Lessee may, by notice to the Lessor at any time not less than 270 days (but not more than 540 days) prior to the expiration of the Lease Term with respect to the Autoracks of such Type, request that a determination be made under clause (iv) of this paragraph (f) of the Fair Market Sale Value of Autoracks of such Type. No such request for a determination pursuant to this clause (i) shall be deemed an election by the Lessee for a purchase pursuant to the provisions of this paragraph (f).

(ii) In the event that the Lessee elects to purchase Autoracks of a given Type, the Lessee shall provide the Lessor with a notice irrevocably making such election at least 180 days prior to the expiration of the Lease Term with respect to the Autoracks of such Type.

(iii) The Lessee shall pay to the Lessor, on the expiration of the Lease Term with respect to Autoracks of a given Type, an amount equal to the Fair Market Sale Value for such Autoracks, and upon such payment and the payment by the Lessee of all Rent payable on or before such expiration date with respect to such Autoracks (including, without limitation, the Basic Rent becoming due and payable on such expiration date), the Lessor shall transfer all its right, title and

interest in and to such Autoracks to the Lessee, without any representation, recourse or warranty on the part of the Lessor except that the Lessor shall warrant to the Lessee that such Autoracks are free and clear of all Owner Encumbrances.

(iv) In connection with an actual or prospective purchase by the Lessee of Autoracks of a given Type pursuant to this Section 2(f), a determination shall be made (pursuant to the Appraisal Procedure) of the Fair Market Sale Value of Autoracks of such Type. Such determination (which shall be made within the time periods required by the Appraisal Procedure) shall be made as of, and completed prior to, the expiration of the Lease Term with respect to Autoracks of such Type.

(g) Extension of Lease Term. Upon the expiration of the Basic Term and all applicable Renewal Terms, the Lease Term for any Autorack shall be extended for any period necessary for the return of such Autorack to the location designated by the Lessor pursuant to Section 2(c); provided, that no such extension shall exceed 90 days. The Lessee agrees to pay the daily equivalent of Basic Rent (calculated on the basis of the average of the actual Basic Rent payments payable in respect of Autoracks of such Type on each Payment Date during the Basic Term or the applicable Renewal Term, as the case may be) on each Autorack redelivered subsequent to the expiration of the Basic Term or such Renewal Term and as to which the Lessor or its agent shall not have determined that such Autorack was redelivered in violation of the requirements of Section 2(d), from and including the final Payment Date to but excluding the date of redelivery hereunder.

SECTION 3. Disclaimer of Warranties.

(a) No Representation or Warranty. THE LESSEE ACKNOWLEDGES THAT (i) THE AUTORACKS ARE OF DESIGN AND MANUFACTURE SELECTED BY THE LESSEE, (ii) THE AUTORACKS ARE SUITABLE FOR THE LESSEE'S PURPOSES AND (iii) NEITHER THE LESSOR NOR ANY LOAN PARTICIPANT IS A MANUFACTURER OR DEALER IN SUCH PROPERTY. THE LESSEE ACKNOWLEDGES THAT NONE OF THE OWNER PARTICIPANT, THE LESSOR NOR ANY LOAN PARTICIPANT MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION OR CONDITION OF THE AUTORACKS OR AS TO THE TITLE, VALUE, CONDITION, DESIGN OR MERCHANTABILITY OF THE AUTORACKS, OR AS TO THE FITNESS OF THE AUTORACKS FOR ANY PARTICULAR USE OR PURPOSE, OR, EXCEPT AS SET FORTH IN SECTION 3(b), ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

EVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AUTORACKS AND UNDER NO CIRCUMSTANCES WHATSOEVER SHALL CNB OR THE LESSOR BE LIABLE OR RESPONSIBLE TO THE LESSEE FOR ANY CONSEQUENTIAL DAMAGES.

(b) Title. Notwithstanding the provisions of the foregoing paragraph (a), the Lessor represents and warrants that on each Closing Date it will have whatever title to the Autoracks being delivered on such date as has been conveyed to it on such date by the Seller, subject to no Owner Encumbrances.

SECTION 4. Use and Operation of Autoracks.

During the Lease Term, so long as no Event of Default has occurred and is continuing, the Lessee has the exclusive right to possession, control and full use of the Autoracks leased hereunder and may use such Autoracks in any lawful trade or commerce, provided that the Lessee shall use each Autorack only in the manner for which it was designed and intended and that such Autoracks shall not be used or operated in any manner contrary to any Applicable Law.

SECTION 5. Maintenance. The Lessee, at its own expense and risk, shall throughout the Lease Term maintain, and repair so as to keep, the Autoracks in good operating condition, ordinary wear and tear excepted, at least in accordance with the standards of maintenance for similar autoracks operating on the lines of Class I Railroads and in the manner and in the same condition as Lessee would, in the prudent management of its own business, maintain and repair similar equipment owned by it at such time so that such Autoracks will remain (i) in as good operating condition as when delivered (ordinary wear and tear excepted), (ii) in compliance with any and all Applicable Law, (iii) suitable for interchange generally and (iv) eligible under all manufacturer's warranties. The Lessee agrees that it will not discriminate against any Autorack (as compared to other similar equipment owned by Lessee) with respect to its use, operation or maintenance in contemplation of the expiration or termination of this Lease. Notwithstanding the foregoing, the Lessee, in its discretion, may withdraw from service any Autorack for any reason at and for any time, during which time the Lessee shall not be required to maintain or repair such Autorack; provided, however, that (x) the Lessee shall remain responsible for the preservation, safekeeping, use, operation and safe storage of such Autorack, (y) the Lessee's actions with respect to such Autorack shall not impair the value, utility, useful life or residual value that such Autorack would have had had it been kept in service and maintained in accordance with

this Section 5 and (z) the foregoing shall not affect the Lessee's obligation to return such Autorack in the condition specified in Section 2(d).

SECTION 6. Inspection. The Owner Trustee, the Owner Participant and the Indenture Trustee, or their authorized representatives, may at any time, upon reasonable notice and at their own risk and expense, inspect the Autoracks and applicable maintenance and use records relating thereto, and the Lessee shall make the foregoing available to the Lessor, but neither the Owner Trustee, the Owner Participant nor the Indenture Trustee shall have any duty to do so; provided, however, that any such inspection shall in no way interfere with any repairs or maintenance or the use and operation of the Autoracks; and provided further, that in exercising such right of inspection, (i) the Lessor shall not unreasonably interfere with the Lessee's normal business operations and (ii) the Lessor shall hold the Lessee harmless from any claims resulting from injury, loss or death sustained by the Lessor's representatives on the Lessee's premises during any such inspection except to the extent that any such injury, loss or death occurs as a direct result of the Lessee's negligence or willful misconduct.

SECTION 7. Improvements.

(a) Improvements. The Lessee shall make such Improvements to the Autoracks as shall be required in order to comply with Section 5. In addition, the Lessee may make such other Improvements to the Autoracks as the Lessee may deem desirable but only to the extent that (i) in the case of Severable Improvements, such Severable Improvements are readily removable without causing material damage to the Autoracks and without impairing its commercial value (determined as if such Improvements had not been made) and (ii) in the case of Nonseverable Improvements, such Nonseverable Improvements do not diminish, in the Lessee's good faith opinion, the Autoracks' fair market sale value, remaining expected useful life, productive capacity, residual value or utility.

(b) Title; Removal of Severable Improvements. Title to each Nonseverable Improvement shall, without further act, vest in the Lessor. Title to each Severable Improvement shall, without further act, vest or remain, as the case may be, in the Lessee, and, provided no Event of Default shall then have occurred and be continuing, the Lessee at its own expense and risk shall have the right to remove any Severable Improvement to which the Lessee has

title from the Autoracks at any time during or at the expiration of the Lease Term. Any Severable Improvement not so removed shall become the property of the Lessor. The Lessor shall have the right to purchase any Severable Improvements from the Lessee upon the expiration of the Lease Term in consideration of the payment to the Lessee of the Fair Market Sales Value thereof (as determined pursuant to the Appraisal Procedure).

(c) Removal of Property; Replacements. The Lessee may, in the ordinary course of maintenance or repair of any Autorack, remove any item of property constituting a part of such Autorack, and unless the removal of such item is required by Section 5, the Lessee shall replace such item as promptly as possible by an item of property that is free and clear of all liens, encumbrances and rights of others (other than Permitted Encumbrances) and subject to the lien of the Indenture and in as good operating condition as, and with a value, utility and useful life at least equal to, the item of property being replaced. Any item of property removed from such Autorack as provided in the preceding sentence shall remain the property of the Lessor until replaced in accordance with the terms of said sentence, but shall then, without further act, become the property of the Lessee. Any such replacement property shall, without further act, become the property of the Lessor and be deemed part of such Autorack for all purposes hereof, subject to the lien of the Indenture.

(d) Identification Marks. The Lessee will exercise its best efforts (i) to cause, as soon as practicable after a given Autorack becomes subject to the terms of this Lease, such Autorack to be kept numbered with the identifying number as set forth in Schedule 1 to the Lease Supplement executed and delivered on the relevant Closing Date and (ii) to keep and maintain, as soon as practicable after such Autorack becomes subject to the terms of this Lease, plainly, distinctly, permanently and conspicuously marked on both sides of such Autorack in letters not less than one inch in height, the words "Owned by a bank or trust company and subject to a security agreement filed with the Interstate Commerce Commission" or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by Applicable Law in order to protect the title of the Lessor and the rights of the Lessor and the Indenture Trustee under the Operative Documents. The Lessee will not place any such Autorack in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace

promptly any such word or words which may be removed, defaced, obliterated or destroyed. The Lessee will not permit the identifying number of any Autorack to be changed except in accordance with a Lease amendment or statement of new identifying numbers to be substituted therefor, which Lease amendment or statement shall have been previously filed, recorded or deposited in all public offices where this Lease will have been filed, recorded and deposited. The Lessee shall have the right at its expense to display indicia of operation of any Autorack by the Lessee or any Affiliate of the Lessee and identify such Autorack with such name as the Lessee may elect.

(e) Limited Use Property. Notwithstanding any provision of this Section 7 to the contrary, the Lessee shall make no modification, alteration, change, substitution or other Improvement to any Autorack, or any part thereof, that would cause such Autorack to become "limited use property" within the meaning of Rev. Proc. 76-30.

(f) Attachment of Autoracks to Flatcars. The Lessee will cause each Autorack to be and remain attached or affixed to a flatcar leased from Trailer Train Company, a Delaware Corporation ("Trailer Train"), under a Car Contract with Trailer Train (the "Car Contract"), and shall furnish to the Lessor a list of the unit number of each such flatcar and the corresponding Autorack number. If for any reason the Car Contract shall be in default or shall terminate as to any flatcar to which an Autorack is attached or affixed, the Lessee will promptly notify the Lessor of such default or termination and on the Payment Date next succeeding the 120th day thereafter (the "Section 7(f) Date"), the Lessee shall either (i) cause such Autorack to be removed from such flatcar and to be attached or affixed to another flatcar which is either leased to (under another lease which is not in default) or owned by the Lessee free and clear of all liens, charges or encumbrances other than Permitted Encumbrances and other than liens, charges or encumbrances arising under agreements of the character referred to in the immediately succeeding paragraph of this Section 7(f) and shall furnish to the Lessor a list of the unit number of each such flatcar and the corresponding Autorack number, or (ii) pay to the Lessor, or to the Persons entitled thereto, the amount specified in the third paragraph of this Section 7(f).

In the event the Lessee complies with clause (i) of the immediately preceding paragraph of this Section 7(f) with respect to any Autorack, and pursuant thereto, such Autorack is to be attached or affixed to a leased flatcar

other than the flatcar to which such Autorack was attached at the commencement of the Lease Term applicable thereto, the Lessee will furnish to the Lessor, as soon as practicable but in any event not later than 30 days after such Autorack is so attached or affixed, written agreements of the Lessor of such flatcar, of like substance to the written agreements with respect to such Autorack furnished by Trailer Train prior to or at the commencement of the Lease Term applicable thereto, and the Lessee agrees to use its best efforts to furnish to the Lessor, as soon as practicable but in any event not later than 30 days after such Autorack is so attached or affixed, copies of all financing documents relating to any such flatcar which is not leased from Trailer Train. In the event that any Autorack shall fail to be attached to a flatcar in accordance with the provisions of the first sentence of this paragraph (other than by reason of maintenance being performed in accordance with Section 5 hereof) and such failure shall continue for 90 days, or in the event that the written agreement or financing documents referred to in the first sentence of this paragraph with respect to any Autorack shall not be furnished for any reason prior to the time provided in said sentence, or in the event that the financing documents furnished by the Lessee do not establish to the satisfaction of the Lessor that any Autorack shall not constitute an accession to the flatcar and that such Autorack shall not become subject to any security interest or other interest of any party to such financing, then, in any such case, the Lessee shall comply with clause (ii) of the immediately preceding paragraph of this Section 7(f) with respect to such Autorack (and for such purposes, the Section 7(f) Date shall be the Payment Date next succeeding the event giving rise to such required compliance).

In the event the Lessee complies with clause (ii) of the first paragraph of this Section 7(f) with respect to any Autorack, the Lessee shall pay to the Lessor or to the Persons entitled thereto an amount equal to the sum of:

(A) the higher of the (x) the Fair Market Sales Value of such Autorack and (y) Stipulated Loss Value for such Autorack, determined as of the Payment Date on which the Section 7(f) Date occurs, plus

(B) all other Supplemental Rent due and owing on the Section 7(f) Date, plus

(C) the Interim Rent or Basic Rent (if and to the extent Basic Rent is then being paid in arrears) due

and payable on such Payment Date pursuant to Section 9(a) and (b) hereof;

In the event the Lessee exercises the option specified in the foregoing clause (ii), upon payment in full of all amounts payable pursuant to such clause, the Lessor and the Lessee shall take such actions, and shall have such rights and obligations, with respect to the Autoracks as to which such option is being exercised, as are specified with respect to Railcars which have suffered an Event of Loss pursuant to the second paragraph of Section 11(b) hereof.

So long as any Autoracks are leased hereunder, the Lessee will perform its obligations under, and will exercise any and all rights or options to renew the term of, and will not cancel or otherwise terminate, the Car Contract or any other lease or leases covering the flatcars to which such Autoracks are attached.

SECTION 8. Liens.

(a) Liens. None of the Lessee and any sublessee nor any other Person shall directly or indirectly have any right, power or authority to create, assume, incur or permit to exist any lien or security interest on or with respect to any Autorack, other than Permitted Encumbrances. The Lessee shall notify the Lessor promptly of the imposition of any such lien or security interest and shall promptly cause the same to be discharged, dismissed or removed, and in any event within 30 days after the Lessee first knows of the existence of any lien or security interest; provided, that notwithstanding the foregoing, the Lessee shall have the right to contest any such lien or security in good faith by appropriate proceedings, diligently prosecuted or appealed so long as such lien or security interest does not involve a significant risk of a sale, forfeiture or loss of such Autorack.

(b) Release of Liens. The Lessee agrees that it will at its own cost and expense promptly take such action as may be necessary duly to discharge any liens and security interests that are not Permitted Encumbrances or Owner Encumbrances or in the event that any Autorack shall be attached, levied upon or taken into custody, or detained or sequestered, by virtue of any proceeding in any court or tribunal, or by any governmental or other authority on account of any such lien or security interest, the Lessee shall cause such Autorack to be released and all such liens and security interests to be promptly discharged (except to the extent that the same shall be contested by the Lessee in

good faith by appropriate proceedings and shall not affect the continued use of such Autorack). The Lessee shall protect, save and keep harmless the Owner Participant, the Lessor, the Indenture Trustee and the Holders from time to time of the Notes and their respective successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature that may be imposed on, incurred by or asserted at any time (whether before, during or after the Lease Term) against the Owner Participant, the Lessor, the Indenture Trustee or any Holder in any way relating to or arising out of any such liens or security interests that are not Permitted Encumbrances or Owner Encumbrances, but under no circumstances whatsoever shall the Lessee be liable for or responsible to the Owner Participant, the Lessor, the Indenture Trustee or any Holder for any consequential damages.

SECTION 9. Rent.

(a) Interim Rent. The Lessee agrees to pay, to the extent not paid by the Owner Trustee pursuant to Section 3(b)(i) of the Participation Agreement, Interim Rent for the Interim Term in one installment due on the Basic Term Commencement Date, in an amount equal to the aggregate amount of interest accrued but unpaid to such date on the Notes. The Owner Trustee agrees to give notice to the Lessee and the Indenture Trustee at least five Business Days prior to the first day of the Basic Term if the funds for the payment required to be made by the Owner Participant pursuant to Section 3(b)(i) of the Participation Agreement will not be paid by the Owner Trustee to the Indenture Trustee in an amount equal to the amount required pursuant to Section 3(b)(i) of the Participation Agreement. If and to the extent that the Indenture Trustee on the first day of the Basic Term shall not have received funds for the payment in full of the amounts then due on the Notes, the Lessee shall pay on such date all or such portion of the Interim Rent as shall remain unpaid. The Lessee shall have the right to recover the amount, if any, of Interim Rent paid by it pursuant to this paragraph 9(a) on the terms and conditions set forth in Section 3(b)(ii) of the Participation Agreement.

(b) Basic Rent. Subject to any adjustments required by paragraphs (e) and (f) of this Section 9 and by the immediately following sentence, the Lessee hereby agrees to pay to the Lessor (i) on each Payment Date during the Basic Term, Basic Rent for each Autorack, payable in semi-

annual installments, each in an amount equal to the product of the Lessor's Cost for such Autorack multiplied by the percentage listed in Schedule 1 to this Lease opposite the relevant Payment Date, (ii) for any Renewal Term pursuant to paragraph (b) of Section 2 of this Lease, Basic Rent, payable on such dates and in such amounts as provided in such paragraph (b) and (iii) for any extension of the Lease Term contemplated by Section 2(c) or 2(g), Basic Rent, payable on the date such Autoracks shall be delivered by the Lessee to the Lessor pursuant to Section 2(c), in an amount for each day of such extension equal to 1/180th of the average of the Basic Rent paid on each Payment Date in the Basic Term or the applicable Renewal Term, as the case may be, prior to such extension. Notwithstanding any other provisions of this Section 9 (including without limitation any adjustments made pursuant to paragraphs (e) and (f) hereof), on each Payment Date the Lessee shall pay as Basic Rent (without any deductions or offsets) to the Indenture Trustee for the account of the Lessor an amount at least sufficient to pay in full any payment then required to be made on account of principal of, and interest on, the Notes then Outstanding (other than by reason of acceleration of maturity thereof). It is understood that all payments (other than Excepted Property) to be made by the Lessee under this Lease will become subject to the lien of the Indenture and to all the rights of the Indenture Trustee thereunder.

(c) Supplemental Rent. In addition to its obligation to pay Interim Rent and Basic Rent hereunder, the Lessee shall pay to the Lessor or such other Person entitled thereto any and all Supplemental Rent (whether provided for herein or in any other Operative Document) as and when the same shall become due and owing, including, without limitation, the following:

(i) The Lessee agrees to pay to the Lessor, on demand, as Supplemental Rent, to the extent permitted by applicable law, interest at a rate per annum equal to the Overdue Rate on any part of any installment of Interim Rent, Basic Rent or Supplemental Rent not paid when due for any period for which the same shall be overdue.

(ii) If an Indemnity Loan is made pursuant to Section 8 of the Tax Indemnification Agreement, then the Lessee shall pay Supplemental Rent in amounts equal to the interest payable by the Owner Participant with respect to such Indemnity Loan, at the time the same shall become due.

(iii) The Lessee agrees that any premium payable with respect to the Notes shall be payable, in accordance with the terms of the Indenture, as Supplemental Rent.

(d) Manner of Payment; Unconditional Payment.

Except as otherwise provided in paragraph (g) of this Section 9, all Rent (except all amounts of Supplemental Rent, indemnities and other payments of any kind which are payable directly to the Owner Participant, or which are payable directly to the Lessor for the sole benefit of the Owner Participant or CNB) shall be paid by the Lessee to the Lessor, except as otherwise provided in the Indenture. All Interim Rent, Basic Rent and Supplemental Rent shall be payable in immediately available funds at the place where payment is required to be made on or before 11:00 A.M. on the day when each such payment shall be due. Except as specifically provided in this Lease, the Lessee's obligation to pay Interim Rent, Basic Rent and Supplemental Rent payable hereunder shall be absolute and unconditional under any and all circumstances and shall not be affected by any circumstances of any character, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which the Lessee may have against the Lessor, the Indenture Trustee, any Participant or anyone else for any reason whatsoever, including, without limitation, any default by the Lessor or any party to the Participation Agreement or any agreement referred to therein in their respective obligations hereunder or thereunder, (ii) any unavailability of any Autorack, after its delivery and acceptance by the Lessee hereunder, for any reason, including, without limitation, any lack of invalidity of title or any other defect in the title, condition, design, operation or fitness for use of such Autorack, (iii) any failure or delay on the part of the Lessor, the Indenture Trustee or any Participant or any other Person, whether with or without fault on its part, in performing or complying with any of the terms or covenants hereunder or any of the other Operative Documents, (iv) any loss or destruction of, or damage to, such Autorack or interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever and of whatever duration, (v) any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding by or against the Lessor, the Indenture Trustee, the Lessee or any Participant or any agreement referred to therein, (vi) any breach of any representation or warranty of, or any act or omission of, the Lessor, the Indenture Trustee or any Participant under this Lease or any of the other Operative Documents, (vii) any claims as a result of any other business dealings

by the Lessor, the Indenture Trustee, any Participant or the Lessee, (viii) the requisitioning, seizure or other taking of title to or use of such Autorack by any government or governmental authority or otherwise whether or not by reason of any act or omission of the Lessor or the Lessee or the Indenture Trustee, or any other deprivation or limitation of use of such Autorack in any respect or for any length of time, whether or not resulting from accident and whether or not without fault on the part of the Lessee, (ix) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, (x) the lack of right, power or authority of the Lessor to enter into this Lease, (xi) any ineligibility of such Autorack for any particular use, whether due to any failure of the Lessor, the Lessee or any other Person to comply with any law or governmental regulation or otherwise, (xii) any event of force majeure or any frustration, (xiii) any legal requirement or (xiv) any other cause, circumstance or happening, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. The Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein, the Lessee nonetheless agrees to pay to the Lessor an amount equal to each Basic Rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. Except to the extent of any payment in excess of that required to be made hereunder, each payment of Interim Rent, Basic Rent and Supplemental Rent made by the Lessee shall be final, and the Lessee will not seek to recover all or any part of such payment from the Indenture Trustee, any Holder of a Note, the Lessor or any Participant for any reason whatsoever.

(e) Adjustments for Loss of Tax Benefits. In the event that a Loss of Tax Benefits occurs (for which the Owner Participant receives indemnification under the Tax Indemnification Agreement), then the Stipulated Loss Value percentages and Termination Value percentages shall be adjusted by the Owner Participant to maintain the Net Return.

(f) Other Adjustments. The Interim Rent, the Basic Rent percentages set forth in Schedule 1 to this Lease, the Fair Market Sales Value-EBO, the Stipulated Loss

Value percentages and Termination Value percentages set forth in Schedules 2 and 3, respectively, to each Lease and Indenture Supplement delivered in accordance with the terms hereof and of the Participation Agreement, and, within the constraints and subject to the provisions of the Indenture, the amortization payment structures of the Notes, shall be adjusted upward or downward if:

- (i) delivery and acceptance of any Autoracks shall not occur on the dates and in the amounts (both as to the number of such Autoracks to be delivered on such dates and the purchase prices thereof) set forth in Exhibit F to the Participation Agreement as in effect on the date of execution thereof;
- (ii) Transaction Costs are other than 0.80% of the aggregate Lessor's Cost for the Autoracks;
- (iii) Additional Notes are issued; or
- (iv) the Lessee makes an election under Section 7(a)(i) of the Tax Indemnification Agreement;

which adjustments shall be calculated for all periods from and after the Initial Closing Date, promptly after the occurrence of the event giving rise thereto, shall be effective as of such date (except that any adjustment to the Stipulated Loss Value percentages and the Termination Value percentages shall be effective as of the relevant Closing Date) and shall be such as to maintain the Owner Participant's Net Return (after giving effect to the factors taken into account in such adjustments and after, in the case of an adjustment pursuant to Section 9(f)(iv), subtraction of all Federal, state and local taxes on the amount of such adjustment) but which shall, subject to such maintenance, minimize the net present value (computed utilizing a discount rate equal to 10.25%) of Basic Rent payments.

Each adjustment made pursuant to this paragraph (f) shall satisfy the requirements of (i) in the case of adjustments pursuant to Section 9(f)(iii) and (iv), to the extent practicable, Section 467 of the Code as in effect at the time of such recalculation or adjustment (on a prospective basis), (ii) in the case of adjustments pursuant to Sections 9(f)(i) and (ii), to the extent practicable, Section 467 of the Code as in effect on the Initial Closing Date (on a prospective basis, but the provisions of this clause (ii) shall not adversely affect any right of the Owner Participant to indemnification in respect of the application of Section 467 of the Code as a result of such

event under the Tax Indemnification Agreement), and (iii) in all cases (and utilizing the Appraisal delivered on the Initial Closing Date), on a prospective basis, Rev. Procs. 75-21 and 75-28 as in effect on the Initial Closing Date, and F.A.S.B. Statement No. 13 for treatment in respect of the Owner Participant as a leveraged lease; provided that any requirement identified in this paragraph shall not apply to the extent the same was not satisfied as of the Initial Closing Date.

(g) Determination of Adjustments. Any adjustment pursuant to Section 9(e) or 9(f) shall initially be computed by the Owner Participant, which shall employ a computer optimization program which results in Basic Rent and Note amortization payment structures (within the constraints and subject to the provisions set forth in the Indenture) similar to those in effect on the Initial Closing Date. The results of such computation by the Owner Participant shall promptly be delivered to the Lessee. Within 10 Business Days after the receipt of the results of an adjustment, the Lessee may request that the Verifying Accountant verify, after consultation with the Owner Participant and the Lessee, the accuracy of such adjustment in accordance with Section 9(e) or 9(f), and the Owner Participant and the Lessee hereby agree to provide the Verifying Accountant with all information and materials as shall be reasonably necessary or desirable in connection therewith. If the Verifying Accountant confirms that such adjustment is in accordance with Section 9(e) or 9(f), it shall so certify to the Lessee, and such certification shall be final, binding and conclusive on the Lessee, the Owner Participant and the Lessor. If the Verifying Accountant concludes that such recalculation or adjustment is not in accordance with Section 9(e) or (f), it shall so certify to the Lessee and the Owner Participant, and the Owner Participant shall again compute the required adjustment. Such further adjustment shall again be subject to the provisions of this Section 9(g). The final determination of any recalculation or adjustment hereunder shall be set forth in an amendment to this Lease, executed and delivered by the Lessor and the Lessee and consented to by the Owner Participant; provided, however, that failure to execute and deliver such amendment shall not affect the validity and effectiveness of any such recalculation or adjustment. The reasonable fees of the Verifying Accountant in verifying an adjustment pursuant to this Section 9(g) shall be paid by the Lessee within ten days after demand, except that the Lessor and the Owner Participant shall pay such fees, costs and expenses if such recalculation or adjustment is required to be recomputed because of an error of the Owner Participant resulting in a

net present value (calculated at a discount rate equal to 10.25%) of the recalculated or adjusted Basic Rent that is 10 or more basis points higher than the net present value (at such rate) of the Basic Rent as determined by the Verifying Accountant.

(h) Sufficiency of Rent. Notwithstanding any provision to the contrary contained in this Lease or in any other Operative Document, (i) the amount of each Basic Rent payment payable hereunder shall be at least sufficient to pay, on each Payment Date, any amounts then required to be paid by the Lessor on account of (including mandatory redemption of) the principal of and interest on the Notes on such date and (ii) the amount of Stipulated Loss Value or Termination Value payable hereunder (together with the amount of Basic Rent and premium, if any, due hereunder on each respective Payment Date for which Stipulated Loss Value or Termination Value is being calculated), before and after giving effect to any adjustments of the percentages relating thereto provided for in this Lease, shall be at least sufficient to pay or redeem in full, as and when due in accordance with the terms thereof, the principal of and all accrued interest on the Notes from time to time outstanding. Any premium payable with respect to the Notes shall be payable as Supplemental Rent, and the amount of each Supplemental Rent payment payable hereunder shall, if there shall then be premium or interest calculated at the Overdue Rate payable on or with respect to the Notes, in any event be at least sufficient to pay, in accordance with the Indenture, all such amounts of premium and all interest calculated at the Overdue Rate then payable on or with respect to the Notes.

SECTION 10. Insurance. (a) The Lessee shall at all times after the Initial Closing Date, at its own expense, carry and maintain or cause to be carried and maintained (i) property insurance with respect to each Autorack subject to this Lease and (ii) public liability insurance with respect to third party personal and property damage, in each case with such deductibles, in such amounts, against such risks with such insurance companies of recognized responsibility and subject to such self-insurance, in each case as is consistent with Class I Railroad industry practice, and in any event, in amounts not less than and against such risks so as to be no less protective than the insurance, if any, maintained by the Lessee with respect to similar autoracks owned or leased by the Lessee.

(b) The proceeds of any insurance for damage to any Autorack not constituting an Event of Loss shall be

applied in payment for the repair of such damage to the extent required to maintain such Autorack in accordance with Section 5, if such repair shall not have already been paid for by the Lessee, or, if already paid by the Lessee, to reimburse the Lessee for its payment of such repair and any balance remaining after compliance with said Section 5 shall be paid over to, or retained by, the Lessee.

(c) The Lessee agrees that it will not do any act or voluntarily suffer or permit any act to be done whereby any insurance required to be maintained hereunder shall or may be suspended or impaired and will not suffer or permit any Autorack to be used in a manner not permitted under the insurance policies, if any, maintained hereunder without first covering such Autorack for such use.

(d) Any Participant, the Indenture Trustee or the Owner Trustee may at its own expense provide insurance on or with respect to the Autoracks or the operation thereof unless such insurance would conflict with or otherwise limit any insurance maintained by the Lessee (whether or not pursuant to this Section 10); provided, however, that any insurance so maintained by the Indenture Trustee, the Owner Trustee or any Participant shall provide by its terms that the insurer shall have no rights of subrogation against the Lessee with respect to claims thereunder.

(e) If requested by the Lessor or the Indenture Trustee, the Lessee will arrange to be delivered to the Lessor and the Indenture Trustee copies of all applicable provisions of any such insurance carried on the Autoracks. The Lessor may, but not more than once in any twelve month period, request from the Lessee and the Lessee shall promptly thereafter furnish to the Lessor and the Indenture Trustee, an Officer's Certificate setting forth all insurance maintained by the Lessee pursuant to this Section 10 and describing such policies, if any, including the amounts of coverage, any deductible amounts, the names of the insurance providers and a general description of each such policy's terms.

SECTION 11. Loss, Requisition or Seizure.

(a) Requisition. A taking of any Autorack for use by any governmental entity shall not terminate this Lease with respect to such Autorack, but the Lessee shall remain liable for all its obligations hereunder and under the other Operative Documents with respect to such Autorack, including, without limitation, its liability for payment of Rent, unless and until such taking becomes an Event of Loss

hereunder, at which time the provisions of Section 11(b) shall apply. So long as such taking shall not have become an Event of Loss hereunder, all payments received by the Lessor or the Lessee for use of such Autorack as a result of such taking during the Lease Term shall be paid over to, or retained by, the Lessee except if an Event of Default shall have occurred and be continuing in which event such payments shall be payable to the Lessor, or to whomever shall be entitled to receive the same subject to an accounting between the Lessor and the Lessee at the termination of this Lease. Provided no Event of Default shall have occurred and be continuing, after an Event of Loss with respect to a Autorack, all payments received by the Lessor or the Lessee for use of such Autorack under this paragraph (a) shall be paid over to, or retained by, the Lessee; otherwise all such payments shall be retained by or paid over to the Lessor or to whomever shall be entitled to receive the same.

(b) Event of Loss. Subject to the provisions of paragraph (c) below, on each Payment Date (but no later than 90 days after the final Payment Date or no later than 90 days after the redelivery of the Autoracks whose Lease Term has been extended pursuant to Section 2(g)), the Lessee shall pay to the Lessor, or to whomever shall be entitled to receive the same, (x) the Stipulated Loss Value for any Autorack in respect of which a Responsible Officer of the Lessee shall then have actual knowledge of the occurrence of an Event of Loss for which Stipulated Loss Value has not theretofore been paid, computed as of such Payment Date (or in the case of an Event of Loss with respect to any Autorack for which Stipulated Loss Value has not theretofore been paid or in the event of an extension of the Lease Term pursuant to Section 2(g), computed as of the final Payment Date), plus (y) if the date the payment of Stipulated Loss Value shall be due shall be other than a Payment Date, an amount equal to interest at 10.25% computed for the period from the final Payment Date to the date such Stipulated Loss Value shall be paid, plus (z) the Basic Rent payable on such Payment Date (if and to the extent Basic Rent is then being paid in arrears) and all other unpaid Rent for such Autorack accrued to the date such payment of Stipulated Loss Value shall be due. After the payment in full of such Stipulated Loss Value and such other amounts, the Lessee's obligation to pay further Basic Rent with respect to such Autorack shall terminate.

All payments received by the Lessor or the Lessee from any governmental authority or otherwise as compensation for an Event of Loss with respect to any Autorack shall be applied in reduction of the Lessee's obligation to pay the

Stipulated Loss Value of such Autorack, if not already paid by the Lessee or if already paid by the Lessee, shall be applied to reimburse the Lessee for its payment of Stipulated Loss Value, and the balance, if any, of such payments shall be shared between the Lessee and the Lessor as their interests may appear. In the event that the Lessee shall make payment as provided above, including payment by application of compensation or insurance proceeds and shall pay all other Rent then owing under this Lease with respect to a Autorack subject to an Event of Loss, this Lease shall terminate with respect to such Autorack and the Lessee or its designee (i) shall be subrogated to all rights that the Lessor shall have with respect to such Autorack, (ii) shall, subject to the Lessee's obtaining any governmental consents required, receive assignments and bills of sale from the Lessor (in such form as the Lessee or such designee shall require) of any or all such rights, together with all the Lessor's right, title and interest in and to such Autorack, free and clear of any Owner Encumbrances, but otherwise without any representation, recourse or warranty of any character on the part of the Lessor, and (iii) shall have the right to abandon such Autorack to underwriters on behalf of the Lessor as well as itself. In such case, the Lessor shall, at the Lessee's expense, execute or cause to be executed such documents and take such other action as the Lessor shall require to effect the surrender to the insurance underwriters of such Autorack. The Lease Term shall terminate with respect to such Autorack upon payment of Stipulated Loss Value and all Rent therefor then owing.

(c) Replacement. Provided no Default pursuant to Section 14(f) or Event of Default shall have occurred and be continuing in lieu of payment of all or a portion of the Stipulated Loss Value for any Autorack due and owing as provided in subsection (b) above, the Lessee may, on or prior to the date on which such Stipulated Loss Value would have otherwise been due, convey or cause to be conveyed to Lessor, as replacement for any such Autorack with respect to which an Event of Loss occurred, title to a Replacement Autorack free and clear of all liens other than Permitted Encumbrances and having a value and utility at least equal to, and being in as good operating condition as, such Autorack with respect to which an Event of Loss occurred assuming such Autorack was in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Prior to or at the time of any such conveyance, the Lessee, at its own expense, will furnish the Lessor with a seller bill of sale, in form and substance satisfactory to Lessor, with respect to such Replacement Autorack. Upon full compliance by the Lessee

with the terms of this subsection (c), the Lessor will transfer to the Lessee, without recourse or warranty (except as to the Owner Encumbrances) and subject to a disclaimer satisfactory to the Lessor of all liabilities, including tort and negligence with respect to such Autorack, all of the Lessor's right, title and interest, if any, in and to such replaced Autorack with respect to which an Event of Loss occurred. For all purposes hereof, each such Replacement Autorack shall, after such conveyance, be deemed part of the property leased hereunder and shall be deemed a "Autorack" as defined herein. No Event of Loss with respect to a Autorack under the circumstances contemplated by the terms of this Section 11(c) shall result in any reduction in Basic Rent. Any election to replace a Autorack shall constitute a representation, solely for purposes of tax indemnification, of the Lessee to the Owner Participant that no adverse tax consequences will be suffered by the Owner Participant as a result of such replacement.

SECTION 12. Termination for Obsolescence.

(a) Notwithstanding any provision herein contained to the contrary, so long as no Event of Default or Default shall have occurred and be continuing, in the event that a Responsible Officer of the Lessee shall in his reasonable judgment make a determination that certain of the Autoracks shall have become economically obsolete or surplus to the Lessee's requirements and shall have delivered to the Lessor and the Indenture Trustee an Officer's Certificate to such effect (and which Officer's Certificate shall expressly state that such determination was made without regard to then prevailing interest rates), the Lessee shall have the right at its option, on at least 180 days' prior irrevocable written notice to the Lessor and the Indenture Trustee, to terminate this Lease with respect to not less than 20% of the Bi-Level Autoracks and/or not less than 20% of the Tri-Level Autoracks then being leased under this Lease, randomly selected, on any Payment Date (for the purpose of this Section 12(a) called the "Termination Date") specified in such notice; provided, however, that the Lessee agrees, on behalf of the Lessor, to give a notice of redemption to the Indenture Trustee with respect to that portion of the Notes Outstanding to be redeemed pursuant to Section 401(b) of the Indenture in connection with such termination; and provided, further, that (a) the Termination Date shall occur on or after the sixth anniversary of the Basic Term Commencement Date, (b) on the Termination Date such Autorack shall be in the same condition and at the same location as if being returned pursuant to Sections 2(c) and 2(d) free and clear of all liens, charges, security interests and encumbrances (except as permitted by Section 2(d)), and (c) such Termin-

ation Date shall occur on a Payment Date at least 60 days after the Lessee, on behalf of the Lessor, gives the notice to the Indenture Trustee referred to in the first proviso to this sentence to redeem an aggregate principal amount of Notes Outstanding equal to the product of (i) the aggregate principal amount of Notes Outstanding on such date after application by the Indenture Trustee of Basic Rent (if and to the extent Basic Rent is then being paid in arrears) to the payment due on such date and (ii) a fraction the numerator of which is the Lessor's Cost for the Autoracks so being designated as obsolete or surplus and the denominator of which is the aggregate Lessor's Cost for all of the Autoracks then subject to this Lease.

(b) During the period from the giving of such notice until the Termination Date, the Lessee, as agent for the Lessor, shall use its best efforts to obtain bids for the purchase of such Autoracks, and the Lessee shall certify to the Lessor the amount of such bid and the name and address of the party submitting such bid. On the Termination Date (or such later date as the Lessor and the Lessee may mutually agree) the Owner Trustee shall sell such Autoracks for cash to the bidder who shall have submitted the highest bid prior to the Termination Date, provided, however, that the purchaser of such Autoracks shall be a Person other than the Lessee, any Affiliate of the Lessee or any successor or assign of the Lessee. The sales price (net of costs and expenses of the Lessor and of the Owner Participant) realized at such sale shall be paid to the Lessor or to whoever shall be entitled to receive the same, and, in addition, on the Termination Date the Lessee shall pay to the Lessor, or to whoever shall be entitled to receive the same, the amount, if any, by which (i) the Termination Value for such Autoracks, computed as of such Payment Date, exceeds (ii) the sales price of such Autoracks net of costs and expenses referred to above (or, if such sale does not occur on or prior to the Termination Date, the Lessee shall pay on the Termination Date to the Lessor, or to whoever shall be entitled to receive the same, the amount specified in clause (i) above); provided, however, that any sale proceeds (net of the costs and expenses of the Lessor and of the Owner Participant) received by the Lessor after the Termination Date shall be applied, first, to reimburse the Lessee for the amount specified in clause (i) above and, second, the balance (if any) shall be paid to the Lessor. In addition, the Lessee shall pay to the Lessor or to whoever shall be entitled to receive the same, the amount of the Basic Rent (if and to the extent Basic Rent is then being paid in arrears) payable on such Payment Date plus all other Rent then due. If no sale shall occur on the date scheduled

therefor as above provided, this Lease will continue in full force and effect. In the event of termination of this Lease pursuant to this Section 12 and the receipt by the Lessor, or by whoever shall be entitled to receive the same, of all amounts above described as payable, the obligation of the Lessee to pay Basic Rent in respect of such Autoracks on each Payment Date shall terminate. The Lessor shall be under no duty to solicit bids (but shall have the right to do so), to inquire into the efforts of the Lessee to obtain bids or otherwise to take any action or incur any cost or expense in connection with any sale pursuant to this Section 12 other than to transfer or to cause to be transferred to the purchaser named in the highest bid certified by the Lessee to the Lessor as above provided all the Lessor's right, title and interest in and to such Autoracks. Any sale pursuant to this Section 12 shall be free and clear of the Lessee's rights to such Autoracks, and any Owner Encumbrances but otherwise shall be made without any representation, recourse or warranty whatsoever on the part of the Lessor except that the Lessor shall warrant to the purchaser that such Autoracks are free and clear of all Owner Encumbrances.

(c) The foregoing provisions of Section 12(b) to the contrary notwithstanding, the Lessor may, by notice in writing given to the Lessee on or prior to the Termination Date, elect to retain such Autoracks, in which event the Lessor shall (i) pay, or provide for the payment of, an aggregate principal amount of the Notes Outstanding (and premium, if any) equal to the product of (A) the aggregate principal amount of Notes Outstanding on such date after the application by the Indenture Trustee of Basic Rent (if and to the extent Basic Rent is then being paid in arrears) to the payment due on such date and (B) a fraction the numerator of which is the aggregate Lessor's Cost for such Autoracks so being designated as obsolete or surplus and the denominator of which is the aggregate Lessor's Cost for all of the Autoracks then subject to this Lease, together with premium (if any) and accrued interest (if and to the extent Basic Rent is then being paid in arrears) thereon to the Termination Date, and (ii) deliver to the Lessee a release of all obligations of the Lessee to pay Basic Rent with respect to such Autorack on any and all Payment Dates accruing on (if Basic Rent has been paid in advance) and after (but not on, if Basic Rent is to be paid in arrears, or before) the Termination Date, as well as of the obligation of the Lessee to pay Termination Value in respect thereof.

SECTION 13. Assignment and Sublease.

(a) Assignment. If no Event of Default has occurred and is continuing, the Lessee may with the prior written consent of the Lessor and the Indenture Trustee (so long as the Indenture shall not have been discharged in accordance with its terms), which consent shall not be unreasonably withheld (it being understood that the creditworthiness of the assignee shall be relevant in determining the reasonableness of any withholding of consent hereunder), assign all of its rights and obligations under this Lease and the other Operative Documents to any Person which is a Class I Railroad, provided, however, no such consent of the Lessor or the Indenture Trustee shall be required in the case of an assignment to an Affiliate of the Lessee if the Lessee remains liable for all its obligations under this Lease and the other Operative Documents to which it is a party to the same extent as if such assignment to such Affiliate had not been made and provided, further, that such assignment shall be evidenced by documentation ensuring the performance by the assignee of all of the Lessee's obligations hereunder including, without limitation, the Lessee's obligations under Section 5 hereof. Upon such assignment, the Lessee shall (except as otherwise provided in the first proviso to the first sentence of this Section 13(a)) be released from its obligations hereunder, and, if requested by the Lessee, the Lessor, at the expense of the Lessee, shall execute and deliver such documents as may be necessary or appropriate to effectuate and confirm such release.

(b) Sublease. The Lessee shall have the right, so long as no Event of Default shall have occurred and be continuing, to enter into a sublease of or interchange arrangement for any Autorack provided that each such sublease shall be expressly subject and subordinate to the terms of this Lease and the Lessee shall remain liable for all its obligations under this Lease and the other Operative Documents to which it is a party to the same extent as if such sublease or interchange arrangement were not in effect. No such sublease shall relieve the Lessee of its obligations hereunder which shall be and remain those of a principal and not a surety.

(c) Indenture. The Lessee hereby specifically consents to the mortgage, pledge and assignments effected or to be effected by the Indenture. The Lessee agrees to deliver any further consents and acknowledgments with respect to any such mortgage, pledge or assignments as the Lessor or the Indenture Trustee may request.

(d) Assignment by Owner Trustee. The Lessor agrees that it will not assign or transfer its right, title and interest in and to this Lease or any Autorack, except as contemplated by the Indenture and except that the Lessor may prior to the end of the Basic Term or any Renewal Term, as the case may be, agree to sell or otherwise dispose of such Autorack effective at or after the end of the Basic Term or such Renewal Term, as the case may be, provided that any such agreement is stated expressly to be subject and subordinate to the Indenture, unless the Indenture is no longer in effect, and to the rights of the Lessee hereunder. Prior to executing any such assignment of its rights hereunder, the Lessor shall notify the Lessee and the Indenture Trustee thereof.

SECTION 14. Events of Default. Each of the following events shall constitute an "Event of Default" (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) the Lessee shall fail to make any payment of Basic Rent, Interim Rent or Supplemental Rent (to the extent such Supplemental Rent constitutes payment of premium on the Notes) on the date the same shall become due and such failure shall be continuing at the end of the 10th Business Day after such payment shall become due; or

(b) the Lessee shall fail to make any payment of Supplemental Rent other than Supplemental Rent which constitutes payment of premium on the Notes (or any other payment required hereunder other than Basic Rent, Interim Rent and Supplemental Rent which constitutes payment of premium on the Notes) before the end of the 10th Business Day after the Lessee (and, if such demand is being made by the Indenture Trustee, the Lessor) shall have received written demand for such payment from the Lessor or the Indenture Trustee; or

(c) the Lessee shall fail to perform or observe in a material respect any other covenant, condition or agreement to be performed or observed by it hereunder or under any other Operative Document to which it is a party (except for the Tax Indemnification Agreement) and the Lessee shall not have diligently commenced to cure such failure (in the case of a cure that cannot be effected by the payment of money and where such failure

is not likely to result in criminal penalties or material civil penalties for the Lessor or the Owner Participant and is not likely to have a material adverse effect on the aggregate value of the Autoracks then being leased hereunder) or shall not have cured such failure (in the case of a cure that can be effected by the payment of money or which is likely to have a material adverse effect on the aggregate value of the Autoracks then being leased hereunder) on or prior to the 30th day after the Lessee (and, if such notice is being given by the Indenture Trustee, the Lessor) shall have received notice of such failure from the Lessor or from the Indenture Trustee; provided, that the failure by Lessee to cure such a failure within 15 months after receiving such notice shall constitute an immediate Event of Default; or

(d) any representation or warranty made by the Lessee herein or in any Operative Document (other than the Tax Indemnification Agreement) or any document or certificate (other than representations or warranties relating to the Appraisal) furnished by it to the Lessor, the Indenture Trustee or the Owner Participant shall prove at any time to be incorrect as of the date made in any material respect; or

(e) the Lessee shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any applicable bankruptcy or insolvency law (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against the Lessee in any such proceeding, or the Lessee shall by voluntary petition, answer or consent, seek relief under the provisions of any now existing or future bankruptcy, insolvency or other similar law providing for the liquidation, reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors; or

(f) a receiver, trustee, liquidator or custodian of the Lessee or of a substantial part of its property shall be appointed by court order and such order shall remain in effect for more than 60 days; or the Lessee shall be adjudicated bankrupt or insolvent or any of its properties shall be sequestered by court order and such order shall remain in effect for more than 60 days; or a petition shall be filed against the Lessee under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liqui-

dation law of any jurisdiction, whether now or hereafter in effect, and shall not be dismissed within 60 days after such filing.

SECTION 15. Action Following an Event of Default.

Upon the occurrence of an Event of Default and at any time thereafter so long as the same shall be continuing, the Lessor may, at its option, declare this Lease to be in default (except that no such declaration shall be required in the case of an Event of Default pursuant to paragraph (e) or (f) of Section 14); and at any time thereafter, so long as the Lessee shall not have remedied all outstanding Events of Default, the Lessor may do, and the Lessee shall comply with, one or more of the following, as the Lessor in its sole discretion shall so elect, to the extent permitted by and subject to compliance with, any mandatory requirements of applicable law then in effect:

(a) Redelivery and Retaking. Upon written demand, the Lessor may cause the Lessee, at the Lessee's expense, to, and the Lessee hereby agrees that it will, promptly redeliver the Autoracks, or cause the Autoracks to be redelivered, to the Lessor with all reasonable dispatch and in the same manner and in the same condition as if the Autoracks were being redelivered in accordance with all the provisions of Sections 2(c) and 2(d) and all obligations of the Lessor under said Sections shall apply to such redelivery; or the Lessor or its agent, at the Lessor's option, without further notice, may, but shall be under no obligation to, retake the Autoracks wherever found, and irrespective of whether the Lessee, any sublessee or any other Person is in possession of the Autoracks or any of them, all without prior demand and without legal process, and for that purpose the Lessor or its agent may enter upon any premises, where any such Autorack is and may take possession thereof, without the Lessor or its agent incurring any liability by reason of such retaking, whether for the restoration of damage to property caused by such retaking or for damages of any kind to any Person for or with respect to any cargo carried, or to be carried by such Autorack or for any other reason. The exercise by the Lessor of its remedies under this paragraph (a) shall be without prejudice, and in addition, to any of the Lessor's other remedies referred to below in this Section 15.

(b) Liquidated Damages. Provided the Lessor shall not have exercised any remedies under paragraph (c) of this Section 15, the Lessor, by written notice to the

Lessee specifying a payment date not earlier than 10 nor later than 100 days from the date of such notice, may require the Lessee to pay to the Lessor, and the Lessee hereby agrees that it will pay to the Lessor on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Basic Rent payments hereunder with respect to any Autorack, all Basic Rent for such Autorack, payable on the Payment Date occurring on (if Basic Rent is then being paid in arrears) or before the payment date specified in such notice, plus any Supplemental Rent then due, plus an amount equal to the Stipulated Loss Value for such Autorack computed as of the Payment Date immediately preceding the payment date specified in such notice (or as of such payment date if such payment date is a Payment Date), together with interest on such amount at the Overdue Rate for the period, if any, from the Payment Date as of which such Stipulated Loss Value shall be computed to and including the date of actual payment, and, provided, that if the Lessee shall have made the foregoing payments in full, the Lessor shall thereafter pay over to the Lessee, as and when from time to time received, the net proceeds of any sale, lease or other disposition of such Autorack (after deducting all costs and expenses whatsoever incurred by the Lessor, the Owner Participant and the Indenture Trustee in connection therewith and all other amounts which may become payable to the Lessor and the Owner Participant with respect thereto) up to the amount of such Stipulated Loss Value actually paid.

(c) Alternate Liquidated Damages. Whether or not the Lessor shall have exercised, or shall thereafter at any time exercise, any options, rights or remedies under paragraph (a) or (d) of this Section 15, the Lessor, in lieu of exercising its rights under paragraph (b) of this Section 15, may, by notice to the Lessee specifying a Payment Date which is not earlier than 10 days after the date of such notice, demand that the Lessee pay to the Lessor and the Lessee shall pay to the Lessor, on such Payment Date, as liquidated damages for loss of a bargain and not as a penalty, and in lieu of Basic Rent for any Autorack due after such Payment Date, all unpaid Basic Rent for such Autorack payable on each Payment Date occurring on (if Basic Rent is then being paid in arrears) or prior to such Payment Date, plus any Supplemental Rent then due with respect therefor, plus whichever of the following amounts the Owner Trustee, in its sole discretion, shall specify in

such notice (together with interest on such amount at the Overdue Rate for the period from the Payment Date specified in such notice to the date of actual payment):

(i) an amount equal to the excess, if any, of the Stipulated Loss Value of such Autorack computed as of the Payment Date specified in such notice, over the Fair Market Rent thereof, determined by an Appraiser selected by the Lessor, for the remainder of the Lease Term applicable to such Autorack after discounting such Fair Market Rent semi-annually to present worth as of such Payment Date at the Prime Rate, or

(ii) an amount equal to the excess, if any, of the Stipulated Loss Value of such Autorack computed as of the Payment Date specified in such notice, over the Fair Market Sale Value thereof, determined by an Appraiser selected by the Lessor, as of such Payment Date;

provided, however, that if such Autorack cannot be repossessed the Fair Market Rent and the Fair Market Sale Value of such Autorack for purposes of this Section 15(c) shall be deemed to be equal to zero.

(d) Sale; Use. The Lessor or its agent may sell any Autorack at a public or private sale, by such advertisement or publication as the Lessor may determine, or otherwise may dispose of, hold, use, operate, lease (whether for a period greater or less than the balance of what would have been the Lease Term in the absence of the termination of the Lessee's rights to such Autorack) to others or keep idle such Autorack, all on such terms and conditions and at such place or places as Lessor may determine and all free and clear of any rights of the Lessee and of any claim of the Lessee in equity, at law or by statute, whether for loss or damage or otherwise, and without any duty to account to the Lessee except to the extent specifically provided in paragraph (b) above.

(e) Other Remedies. Subject to and without prejudice to any right or claim of the Indenture Trustee under the Indenture, the Lessor may exercise any other right or remedy, not inconsistent with the foregoing, that may be available to it under applicable law in equity or proceed by appropriate court action to en-

force the terms of this Lease or to recover damages for the breach hereof or to rescind this Lease.

In addition, the Lessee shall be liable, on an After-Tax Basis, for any and all Supplemental Rent payable hereunder before, during or after the exercise of any of the foregoing remedies, which Supplemental Rent shall include all reasonable legal fees and other costs and expenses incurred by the Lessor, the Owner Participant and the Indenture Trustee by reason of the occurrence of any Event of Default or by reason of the exercise by the Lessor, the Owner Participant or the Indenture Trustee of any remedy hereunder, including, without limitation, any costs and expenses incurred by the Owner Participant, the Lessor or the Indenture Trustee in connection with any retaking of any Autorack or, upon the redelivery or retaking of such Autorack in accordance with this Section 15, the placing of such Autorack in the condition required by the terms of Sections 2(d) and 5. Except as specifically provided herein, no remedy referred to in this Section 15 is intended to be exclusive, but each shall be cumulative and is in addition to, and may be exercised concurrently with, any other remedy which is referred to in this Section 15 or which may otherwise be available at law, or in equity; provided, however, that liquidated damages having been agreed to by the parties hereto pursuant to paragraphs (b) and (c), above, the Lessor shall not be entitled to recover from the Lessee as damages upon the occurrence of one or more Events of Default an amount in excess of such liquidated damages plus any other Rent owing pursuant to the terms of this Lease. To the extent not required to satisfy any Notes and other amounts then payable under the Indenture, there shall be deducted from the aggregate amount so recoverable by the Lessor the net balance, if any, remaining of any moneys held by the Lessor which would have been required by the terms hereof or any other Operative Agreement to have been paid to the Lessee but for the occurrence of an Event of Default. To the extent permitted by applicable law, the rights of the Lessor and the obligations of the Lessee under this Section 15 shall be effective and enforceable regardless of the pendency of any proceeding which has or might have the effect of preventing the Lessor and the Lessee from complying with the terms of this Lease. No express or implied waiver by the Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any further or subsequent Event of Default.

SECTION 16. Notices. All notices, demands, declarations and other communications required under the terms and provisions hereof shall be in writing, and shall

be addressed (i) if to the Lessee, at its address at 100 North Charles Street B7J, Baltimore, Maryland 21201, Telecopy: (301)237-2548, Attention: Treasury Department-CSX Equipment; (ii) if to the Lessor or CNB at its address at 777 Main Street, Hartford, Connecticut 06115, Attention: Corporate Trust Administration with a copy to the Owner Participant at its address specified in the Participation Agreement, (iii) if to the Indenture Trustee, at its address at 35 North Sixth Street, Reading, Pennsylvania 19603, Attention: Corporate Trust, Reference: Ford Motor Credit December 1, 1988 Trust No.1/Autoracks, Telecopy: (215) 320-2428, (iv) if to any Participant, at its respective address specified in the Participation Agreement, or (v) if to any of the foregoing, at such other address as such Person may from time to time designate in writing to the other Persons referred to in this Section 16. Notice shall be effective on receipt.

SECTION 17. Further Assurances and Financial and Other Information.

(a) Further Assurances; Perfection of Security Interests. The Lessee hereby agrees promptly and duly to execute and deliver to the Lessor or the Indenture Trustee such further documents and assurances and take such further action as the same may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor and the Indenture Trustee hereunder and under the Indenture. The Lessee will at all times cause to be kept filed, and refiled any required financing and continuation statements and cause to be taken such other actions, as in the opinion of counsel are required by law in order fully to perfect, preserve and protect the lien of the Indenture. The Lessee will pay or cause to be paid all taxes, fees and other charges in connection with such filing and refileing.

(b) Information as to Lessee. The Lessee agrees to furnish to the Lessor, the Owner Participant and the Indenture Trustee, in quantities reasonably requested, the following:

(i) Within 120 days after the end of each fiscal year of the Lessee, the Lessee's annual report on Form 10-K (or such other form containing the same information as may be required by the Securities and Exchange Commission) for such year as filed with the Securities and Exchange Commission or, if the Lessee is not subject to the reporting requirements of the Securities

Exchange Act of 1934, as amended, a consolidated balance sheet of the Lessee and its consolidated Affiliates as of the end of the year, and a consolidated statement of income, shareholders' equity and changes in financial position of Lessee and its consolidated Affiliates for the year, setting out in each case, in comparative form, the consolidated figures for the previous fiscal year, all in reasonable detail, and accompanied by the opinion of independent public accountants selected by the Lessee stating that (i) the financial statements were prepared in accordance with generally accepted accounting principles and practices applied (except as otherwise specified in such opinion) on a basis consistent with that of the preceding fiscal year, and present fairly the financial condition of the Lessee and its consolidated Affiliates as of the end of such fiscal year and the results of operations for the period then ended, and (ii) the audit by such accountants was made in accordance with generally accepted auditing standards;

(ii) Within 60 days after the end of each of the first three quarterly periods of each fiscal year of the Lessee, the Lessee's quarterly report on Form 10-Q (or such other form as may be required by the Securities and Exchange Commission) for such quarter as filed with the Securities and Exchange Commission or, if the Lessee is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, a consolidated balance sheet of the Lessee and its consolidated Affiliates as of the end of such Quarterly period and consolidated statements of income and shareholders' equity of the Lessee and its consolidated Affiliates for such quarterly period, setting out in each case, in comparative form, the figures for the corresponding period of the previous fiscal year, all in reasonable detail and certified, subject to changes resulting from year-end audit adjustments, by the principal financial or accounting officer of the Lessee; and

(iii) Promptly upon request, such other information relating to the Lessee's financial condition as may reasonably be requested.

The Lessee shall cause CSX Corporation to furnish the Indenture Trustee, the Lessor and the Owner Participant in reasonable quantities (i) after the end of each quarter annual period during each fiscal year of CSX Corporation at the time furnished to its shareholders, such infor-

mation in respect of such period as CSX Corporation shall furnish to its shareholders and (ii) within 120 days after the close of each fiscal year of CSX Corporation, a consolidated balance sheet of CSX Corporation and its consolidated subsidiaries as at the close of such fiscal year, together with a consolidated profit and loss statement of CSX Corporation and such subsidiaries for such fiscal year, certified by Ernst & Whinney or other independent public accountants of recognized national standing.

SECTION 18. Successor Banks and Trustees. The Lessee agrees that in the case of the appointment of any successor trustee pursuant to the terms of the Trust Agreement or the Indenture, such successor trustee shall, upon written notice by such successor trustee to the Lessee, succeed to all the respective rights, powers and title of CNB and the Lessor hereunder or to all the rights and powers of the Indenture Trustee hereunder, as the case may be, and shall be deemed to be the owner or mortgagee, respectively, of the Autoracks for all purposes hereof, without the necessity of any consent or approval by the Lessee and without in any way altering the terms of this Lease or the Lessee's obligations hereunder. One such appointment and designation of a successor trustee shall not exhaust the right to appoint and designate further successor trustees pursuant to the Trust Agreement or the Indenture, but such right may be exercised repeatedly as long as this Lease shall be in effect. The trustee or any successor trustee from time to time serving thereunder may, but shall not be obligated to, appoint one or more of its officers as attorney-in-fact for such trustee or such successor trustee, as the case may be, to execute any and all notices, consents and approvals or other documents necessary or desirable to be executed in connection with this Lease or with the Autoracks.

SECTION 19. The Indenture Trustee. The provisions of this Lease that require or permit action by, the payment of any moneys to, the consent or approval of, the furnishing of any instrument or information to, or the performance of any other obligation to, the Indenture Trustee shall not be effective, and the Sections hereof containing such provisions shall be read as though there were no such requirements or provisions and all moneys otherwise payable to the Indenture Trustee hereunder shall be paid to the Lessor after the Indenture Trustee shall have given the Lessee and the Lessor written notice of the satisfaction and discharge of the Indenture.

SECTION 20. Warranty Enforcement. For so long as no Event of Default has occurred and is continuing, the Lessor constitutes the Lessee as the agent and attorney-in-fact of the Lessor for the purpose of exercising and enforcing, and with full right, power and authority to exercise and to enforce, to the exclusion of the Lessor and all Persons claiming through or under the Lessor, all of the right, title and interest of the Lessor in, under and to all manufacturer's warranties in respect of the Autoracks. The Lessor shall execute and deliver any instruments necessary to enable the Lessee to enforce such rights.

SECTION 21. Lessor's Right to Perform for the Lessee. If the Lessee fails to make any payment of Rent required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, the Lessor may, on behalf of the Lessee and upon notice to the Lessee, itself make such payment or perform such agreement and such payment shall be a cure in respect of any Event of Default which has occurred as a result of the Lessee's failure to pay such Rent or to perform or comply with such agreement, as the case may be. The amount of any such payment and the amount of the reasonable expenses of the Lessor incurred in connection with such payment or performance, together with interest thereon, to the extent permitted by applicable law, at the Overdue Rate, shall be deemed Supplemental Rent, payable by the Lessee upon demand. This Section 21 is not, however, intended in any way as between the Owner Participant and the Lessor, on the one hand, and the Indenture Trustee and the Loan Participants, on the other hand, to expand or otherwise vary the cure rights of the Owner Participant and the Lessor set forth in Section 603 of the Indenture, or the limitations on exercise thereof set forth.

SECTION 22. Filings. Prior to the delivery and acceptance of any Autorack, the Lessee will, at its sole expense, (i) cause this Lease and the Indenture to be duly filed and recorded with the ICC in accordance with 49 U.S.C. § 11303 of the Interstate Commerce Act and (ii) cause financing statements under the Uniform Commercial Code to be filed against the Owner Trustee in respect of the security interests created by the Indenture and "precautionary" Financing Statements under the Uniform Commercial Code against the Lessee, as debtor lessee, with the Owner Trustee secured party-lessor in all places reasonably specified by the Indenture Trustee or the Loan Participants as necessary or desirable to perfect such security interests. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and

record (and will refile, reregister or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Indenture Trustee as its assignee under the Indenture for the purpose of protecting the Lessor's title to, or such assignee's security interest in, any Autorack, and in connection with any such action, will deliver to the Lessor and such assignee proof of such filings. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and rerecording or depositing and re-depositing of any such instruments.

SECTION 23. Miscellaneous.

(a) Amendments. The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the party or parties to be charged.

(b) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Currency. All amounts and moneys referred to in this Lease shall be construed to mean money which at the time is lawful money of the United States of America.

(d) Liabilities of Lessor. CNB is entering into this Lease solely in its capacity as Owner Trustee under the Trust Agreement, and in no case whatsoever shall CNB (or any entity acting as successor Owner Trustee under the Trust Agreement) or the Owner Participant be personally liable on, or for any loss in respect of, any of the statements, representations, warranties, agreements or obligations of the Lessor hereunder, as to all of which the parties hereto agree to look solely to the Trust created by the Trust Agreement.

(e) Descriptive Headings. The descriptive headings of the several sections and paragraphs of this Lease are inserted for convenience of reference only and do not constitute a part of this Lease.

(f) Counterparts. This Lease may be executed by the parties hereto on 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.

(g) Severability of Provisions. Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(h) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York.

(i) Consent of Indenture Trustee. To the extent that any provision hereof or of any other Operative Document requires the consent of the Indenture Trustee, such consent shall not be required in the event that the Indenture shall not be in effect.

(j) Quiet Enjoyment. The Lessor hereby recognizes the provisions fo Section 13(c) to the Participation Agreement which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered by their respective officers thereunto duly authorized.

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

By Stephen J. Falvo
Title: **VICE PRESIDENT**

CSX TRANSPORTATION, INC.

By _____
Title:

Receipt of this original counterpart
of this Lease is hereby acknowledged
this ___ day of December, 1988.

MERIDAN TRUST COMPANY,
as Indenture Trustee

By _____
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered by their respective officers thereunto duly authorized.

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

By _____
Title:

CSX TRANSPORTATION, INC.

By  _____
Title: ASST. TREASURER

Receipt of this original counterpart
of this Lease is hereby acknowledged
this ___ day of December, 1988.

MERIDAN TRUST COMPANY,
as Indenture Trustee

By _____
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered by their respective officers thereunto duly authorized.

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

By _____
Title:

CSX TRANSPORTATION, INC.

By _____
Title:

Receipt of this original counterpart
of this Lease is hereby acknowledged
this ___ day of December, 1988.

MERIDAN TRUST COMPANY,
as Indenture Trustee

By Stephen M. Cault
Title: Vice President

SCHEDULE 1
to
Lease

BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 3, 1990	6.639046014
January 3, 1991	4.281132200
July 3, 1991	4.090716975
January 3, 1992	6.829461239
July 3, 1992	3.950356331
January 3, 1993	6.969821883
July 3, 1993	3.795608722
January 3, 1994	7.124569493
July 3, 1994	3.624999482
January 3, 1995	7.295178732
July 3, 1995	3.436902796
January 3, 1996	7.483275419
July 3, 1996	3.229526199
January 3, 1997	7.690652016 (in arrears)
January 3, 1997	9.865788360 (in advance)
July 3, 1997	3.481096124
January 3, 1998	9.659984723
July 3, 1998	3.686899761
January 3, 1999	9.860111005
July 3, 1999	3.486773479
January 3, 2000	10.073639345
July 3, 2000	3.273245139
January 3, 2001	10.301468881
July 3, 2001	3.045415603
January 3, 2002	10.544557447
July 3, 2002	2.802327037
January 3, 2003	10.803927026
July 3, 2003	2.542957459
January 3, 2004	12.686109800
July 3, 2004	0.660774684

LEASE AND INDENTURE SUPPLEMENT NO. ___

Dated December __, 1988

Among

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

CSX TRANSPORTATION, INC.,
Lessee

and

MERIDIAN TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

FULLY-ENCLOSED BI-LEVEL AUTORACKS
FULLY-ENCLOSED TRI-LEVEL AUTORACKS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. ___ AND TO THE AUTORACKS 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 MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT No. 2 DATED AS OF DECEMBER 1, 1988. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. ___ 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. ___ MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERIDIAN 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 __, 1988
AT ___ : ___ RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. __, dated December __, 1988, among THE CONNECTICUT NATIONAL BANK, a national banking association corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 2 dated as of December 1, 1988 (the "Trust Agreement") with FORD MOTOR CREDIT COMPANY, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERIDIAN TRUST COMPANY, a Pennsylvania 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. 2 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 2 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 2 (the "Indenture"), each dated as of December 1, 1988 (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 each 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 Autoracks 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 Autoracks under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Autoracks 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 Autoracks listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Autoracks for all purposes hereof and of the Lease.

3. The aggregate Lessor's Cost of the Autoracks leased hereunder is \$_____ and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Autorack leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values for the Autoracks leased hereunder are set forth, respectively, on Schedules 2 and 3 hereto.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. __, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Autorack leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Autorack 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 Autoracks listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. __, 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. __ to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. __ 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. __ 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.
___ 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:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title:

Receipt of this original counterpart of this Lease
and Indenture Supplement No. ___ is hereby acknowledged this
___ day of December, 1988.

MERIDIAN TRUST COMPANY,
as Indenture Trustee

By _____
Title:

SCHEDULE 1
to
Lease

BI-LEVEL AUTORACKS

<u>Quantity of Racks</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
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TRI-LEVEL AUTORACKS

<u>Quantity of Racks</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
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SCHEDULE 2
to
Lease and Indenture
Supplement No.

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, 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 January 3, 1997, 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 January 3, 1997, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 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 January 3, 1997, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

Payment Date

Percentage of
Lessor's Cost

AFFIDAVIT OF ANNE D. SMITH

DISTRICT OF COLUMBIA, ss :
:

Anne D. Smith, being duly sworn, hereby states that she has compared the attached copy of the original Lease No. 2 dated December 29, 1988 to the original document and has found the copy to be complete and identical in all respects to the original document.

Anne D. Smith

Subscribed and sworn to before me this 29th day of December, 1988.

Sunderi Prabast
Notary Public

My commission expires October 14, 1991.



SCHEDULE 3
to
Lease and Indenture
Supplement No.

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, 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 January 3, 1997, 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 January 3, 1997, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 3, 1997, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

Payment Date

Percentage of
Lessor's Cost