New No
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78 34

WHITE & CASE

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

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

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

16542
RECORDATION NO _____ FILED 1425

SEP 29 1989 -1 40 PM
INTERSTATE COMMERCE COMMISSION

DE:LD

September 29, 1989

16542/A
RECORDATION NO _____ FILED 1425

9-272A021

SEP 29 1989 -1 40 PM
INTERSTATE COMMERCE COMMISSION

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

16542/B
RECORDATION NO _____ FILED 1425

SEP 29 1989 -1 40 PM
INTERSTATE COMMERCE COMMISSION

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.

The first document, Lease Agreement No. 1, dated as of September 1, 1989, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 1, dated as of September 1, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Certified C.T. Hamel

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 1, dated as of September 1, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars, 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of $13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

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

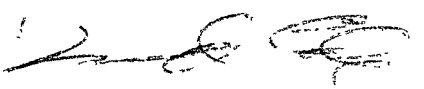
Lease Agreement No. 1 dated as of September 1, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 891 Open Top Hopper Cars, 22 Gondola Cars, 41 70-Ton

Woodchip Hopper Cars, and 84 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 1, dated as of September 1, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 891 Open Top Hopper Cars, 22 Gondola Cars, 41 70-Ton Woodchip Hopper Cars, and 84 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 1, dated as of September 1, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 891 Open Top Hopper Cars, 22 Gondola Cars, 41 70-Ton Woodchip Hopper Cars, and 84 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



David Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

16542 B

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

-B

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated September 29, 1989

Among

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

CSX TRANSPORTATION, INC.,
Lessee

and

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

OPEN TOP HOPPER CARS
GONDOLA CARS
70-TON WOODCHIP HOPPER CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF SEPTEMBER 1, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON ____ __, 1989
AT _:__ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 29, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 1 dated as of September 1, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 1 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 1 (the "Lease") dated as of September 1, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 1 (the "Indenture"), each dated as of September 1, 1989 (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 Railcars 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 Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars 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 Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is $31,263,300 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car, 70-ton Woodchip Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars, the 70-ton Woodchip Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar 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 Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease

and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

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

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of 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. 1 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 capacity but solely as Owner Trustee

By _____
Title: PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

[Corporate Seal]

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

Attest:

By _____
Title: Assistant Corporate Trust Officer

By _____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By_____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title: Treasurer

Indenture Trustee

[Corporate Seal]

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

Attest:

By_____
Title: Assistant Corporate Trust Officer

By_____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By_____
Title:

Lessee

CSX TRANSPORTATION, INC.

By_____
Title:

Indenture Trustee

[Corporate Seal]

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

Attest:

By_____
Title: Assistant Corporate Trust Officer

By_____
Title: Vice President

STATE OF Connecticut)
: ss.: Hartford
COUNTY OF Hartford)

On this 27th day of Sept, 1989, before me personally appeared Philip G. Kane Jr., to be personally known, who, being by me duly sworn, says that he is Vice President of The Conn Nat. Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Johnson
Notary Public

My Commission Expires:

[Notary Seal]

DEBRA A. JOHNSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 19 90

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

On this 26th day of September, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Glenda J. Green
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
891	*	$30,900	$27,531,900

Gondola Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
22	*	$24,700	$543,400

70-ton Woodchip Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
41	*	$20,800	$852,800

100-ton Woodchip Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
84	*	$27,800	$2,335,200

* See tables attached hereto.

ANNEX 1

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

CAR TYPE:	NEW INITIAL	NEW NUMBER
OPEN TOP HOPPER	CSXT	800330
	CSXT	800340
	CSXT	800343
	CSXT	800350
	CSXT	800351
	CSXT	800354
	CSXT	800361
	CSXT	800363
	CSXT	800366
	CSXT	800388
	CSXT	800394
	CSXT	800417
	CSXT	800420
	CSXT	800426
	CSXT	800427
	CSXT	800436
	CSXT	800441
	CSXT	800453
	CSXT	800456
	CSXT	800458
	CSXT	800460
	CSXT	800477
	CSXT	800479
	CSXT	800486
	CSXT	800489
	CSXT	800505
	CSXT	800508
	CSXT	800519
	CSXT	800523
	CSXT	800532
	CSXT	800535
	CSXT	800540
	CSXT	800555
	CSXT	800568
	CSXT	800577
	CSXT	800598
	CSXT	800603
	CSXT	800605
	CSXT	800606
	CSXT	800608
	CSXT	800609
	CSXT	800612
	CSXT	800613
	CSXT	800616
	CSXT	800619
	CSXT	800620
	CSXT	800640
	CSXT	800645
	CSXT	800647
	CSXT	800651

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	800666
CSXT	800674
CSXT	800681
CSXT	800682
CSXT	800700
CSXT	800712
CSXT	800721
CSXT	800728
CSXT	800742
CSXT	800748
CSXT	800757
CSXT	800802
CSXT	800803
CSXT	800818
CSXT	800829
CSXT	800851
CSXT	800868
CSXT	800871
CSXT	800872
CSXT	800888
CSXT	800908
CSXT	800924
CSXT	800927
CSXT	800934
CSXT	800942
CSXT	800953
CSXT	800959
CSXT	800969
CSXT	800970
CSXT	800978
CSXT	800987
CSXT	800989
CSXT	800999
CSXT	801011
CSXT	801012
CSXT	801024
CSXT	801025
CSXT	801027
CSXT	801042
CSXT	801044
CSXT	801047
CSXT	801050
CSXT	801061
CSXT	801066
CSXT	801079
CSXT	801083
CSXT	801085
CSXT	801094
CSXT	801096
CSXT	801101

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801124
CSXT	801136
CSXT	801140
CSXT	801146
CSXT	801154
CSXT	801156
CSXT	801158
CSXT	801168
CSXT	801188
CSXT	801210
CSXT	801221
CSXT	801238
CSXT	801249
CSXT	801258
CSXT	801267
CSXT	801270
CSXT	801271
CSXT	801274
CSXT	801278
CSXT	801283
CSXT	801284
CSXT	801285
CSXT	801286
CSXT	801287
CSXT	801288
CSXT	801290
CSXT	801291
CSXT	801292
CSXT	801293
CSXT	801295
CSXT	801299
CSXT	801303
CSXT	801305
CSXT	801306
CSXT	801307
CSXT	801309
CSXT	801316
CSXT	801317
CSXT	801319
CSXT	801324
CSXT	801325
CSXT	801326
CSXT	801328
CSXT	801329
CSXT	801332
CSXT	801334
CSXT	801335
CSXT	801337
CSXT	801339
CSXT	801340

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801341
CSXT	801342
CSXT	801350
CSXT	801351
CSXT	801355
CSXT	801356
CSXT	801357
CSXT	801358
CSXT	801359
CSXT	801362
CSXT	801363
CSXT	801365
CSXT	801366
CSXT	801368
CSXT	801370
CSXT	801374
CSXT	801375
CSXT	801376
CSXT	801377
CSXT	801382
CSXT	801386
CSXT	801389
CSXT	801392
CSXT	801395
CSXT	801396
CSXT	801400
CSXT	801401
CSXT	801402
CSXT	801405
CSXT	801407
CSXT	801408
CSXT	801409
CSXT	801410
CSXT	801411
CSXT	801417
CSXT	801421
CSXT	801422
CSXT	801425
CSXT	801426
CSXT	801428
CSXT	801429
CSXT	801431
CSXT	801432
CSXT	801433
CSXT	801434
CSXT	801439
CSXT	801443
CSXT	801444
CSXT	801445
CSXT	801452

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801456
CSXT	801457
CSXT	801458
CSXT	801461
CSXT	801462
CSXT	801464
CSXT	801466
CSXT	801467
CSXT	801469
CSXT	801473
CSXT	801474
CSXT	801476
CSXT	801478
CSXT	801479
CSXT	801480
CSXT	801482
CSXT	801483
CSXT	801484
CSXT	801486
CSXT	801487
CSXT	801488
CSXT	801489
CSXT	801490
CSXT	801491
CSXT	801492
CSXT	801493
CSXT	801494
CSXT	801495
CSXT	801496
CSXT	801497
CSXT	801498
CSXT	801499
CSXT	801500
CSXT	801501
CSXT	801502
CSXT	801503
CSXT	801504
CSXT	801507
CSXT	801508
CSXT	801511
CSXT	801515
CSXT	801516
CSXT	801517
CSXT	801518
CSXT	801520
CSXT	801522
CSXT	801526
CSXT	801530
CSXT	801534
CSXT	801535

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801538
CSXT	801539
CSXT	801543
CSXT	801544
CSXT	801546
CSXT	801547
CSXT	801548
CSXT	801553
CSXT	801554
CSXT	801556
CSXT	801557
CSXT	801558
CSXT	801559
CSXT	801560
CSXT	801563
CSXT	801566
CSXT	801569
CSXT	801570
CSXT	801573
CSXT	801577
CSXT	801579
CSXT	801581
CSXT	801582
CSXT	801583
CSXT	801585
CSXT	801586
CSXT	801587
CSXT	801588
CSXT	801589
CSXT	801591
CSXT	801592
CSXT	801594
CSXT	801595
CSXT	801596
CSXT	801597
CSXT	801598
CSXT	801599
CSXT	801600
CSXT	801603
CSXT	801606
CSXT	801608
CSXT	801609
CSXT	801610
CSXT	801611
CSXT	801613
CSXT	801614
CSXT	801616
CSXT	801617
CSXT	801618
CSXT	801619

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801620
CSXT	801623
CSXT	801625
CSXT	801626
CSXT	801628
CSXT	801631
CSXT	801633
CSXT	801634
CSXT	801635
CSXT	801641
CSXT	801643
CSXT	801644
CSXT	801645
CSXT	801646
CSXT	801648
CSXT	801651
CSXT	801653
CSXT	801656
CSXT	801657
CSXT	801658
CSXT	801659
CSXT	801662
CSXT	801663
CSXT	801664
CSXT	801665
CSXT	801666
CSXT	801667
CSXT	801668
CSXT	801669
CSXT	801670
CSXT	801671
CSXT	801672
CSXT	801673
CSXT	801674
CSXT	801675
CSXT	801678
CSXT	801679
CSXT	801680
CSXT	801682
CSXT	801684
CSXT	801686
CSXT	801691
CSXT	801692
CSXT	801695
CSXT	801696
CSXT	801697
CSXT	801698
CSXT	801701
CSXT	801703
CSXT	801705

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801706
CSXT	801708
CSXT	801710
CSXT	801712
CSXT	801713
CSXT	801715
CSXT	801716
CSXT	801718
CSXT	801720
CSXT	801723
CSXT	801724
CSXT	801725
CSXT	801726
CSXT	801728
CSXT	801729
CSXT	801730
CSXT	801731
CSXT	801733
CSXT	801734
CSXT	801735
CSXT	801736
CSXT	801737
CSXT	801738
CSXT	801739
CSXT	801742
CSXT	801743
CSXT	801744
CSXT	801745
CSXT	801747
CSXT	801748
CSXT	801749
CSXT	801750
CSXT	801751
CSXT	801752
CSXT	801755
CSXT	801757
CSXT	801759
CSXT	801762
CSXT	801763
CSXT	801765
CSXT	801767
CSXT	801768
CSXT	801769
CSXT	801770
CSXT	801771
CSXT	801773
CSXT	801774
CSXT	801776
CSXT	801778
CSXT	801779

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801780
CSXT	801781
CSXT	801782
CSXT	801785
CSXT	801786
CSXT	801787
CSXT	801789
CSXT	801790
CSXT	801791
CSXT	801792
CSXT	801793
CSXT	801794
CSXT	801797
CSXT	801798
CSXT	801800
CSXT	801804
CSXT	801805
CSXT	801806
CSXT	801807
CSXT	801810
CSXT	801811
CSXT	801816
CSXT	801818
CSXT	801821
CSXT	801822
CSXT	801823
CSXT	801825
CSXT	801827
CSXT	801829
CSXT	801834
CSXT	801835
CSXT	801836
CSXT	801837
CSXT	801838
CSXT	801839
CSXT	801840
CSXT	801842
CSXT	801843
CSXT	801846
CSXT	801847
CSXT	801850
CSXT	801851
CSXT	801852
CSXT	801854
CSXT	801856
CSXT	801857
CSXT	801858
CSXT	801859
CSXT	801862
CSXT	801864

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801865
CSXT	801866
CSXT	801867
CSXT	801868
CSXT	801869
CSXT	801871
CSXT	801872
CSXT	801873
CSXT	801874
CSXT	801875
CSXT	801876
CSXT	801877
CSXT	801881
CSXT	801882
CSXT	801888
CSXT	801889
CSXT	801891
CSXT	801892
CSXT	801893
CSXT	801894
CSXT	801895
CSXT	801896
CSXT	801901
CSXT	801902
CSXT	801903
CSXT	801906
CSXT	801907
CSXT	801909
CSXT	801910
CSXT	801911
CSXT	801912
CSXT	801916
CSXT	801918
CSXT	801919
CSXT	801921
CSXT	801922
CSXT	801924
CSXT	801925
CSXT	801926
CSXT	801928
CSXT	801929
CSXT	801930
CSXT	801931
CSXT	801933
CSXT	801935
CSXT	801936
CSXT	801941
CSXT	801942
CSXT	801943
CSXT	801944

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	801945
CSXT	801946
CSXT	801949
CSXT	801951
CSXT	801955
CSXT	801956
CSXT	801957
CSXT	801958
CSXT	801960
CSXT	801961
CSXT	801962
CSXT	801963
CSXT	801965
CSXT	801967
CSXT	801969
CSXT	801970
CSXT	801973
CSXT	801975
CSXT	801976
CSXT	801979
CSXT	801981
CSXT	801983
CSXT	801984
CSXT	801985
CSXT	801986
CSXT	801987
CSXT	801988
CSXT	801989
CSXT	801990
CSXT	801991
CSXT	801992
CSXT	801994
CSXT	801995
CSXT	801996
CSXT	801997
CSXT	801998
CSXT	802002
CSXT	802003
CSXT	802004
CSXT	802009
CSXT	802010
CSXT	802011
CSXT	802012
CSXT	802014
CSXT	802016
CSXT	802017
CSXT	802018
CSXT	802019
CSXT	802020
CSXT	802021

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802022
CSXT	802026
CSXT	802027
CSXT	802028
CSXT	802029
CSXT	802030
CSXT	802032
CSXT	802033
CSXT	802038
CSXT	802039
CSXT	802041
CSXT	802042
CSXT	802043
CSXT	802044
CSXT	802048
CSXT	802050
CSXT	802051
CSXT	802052
CSXT	802053
CSXT	802056
CSXT	802058
CSXT	802059
CSXT	802060
CSXT	802067
CSXT	802070
CSXT	802076
CSXT	802077
CSXT	802078
CSXT	802079
CSXT	802080
CSXT	802082
CSXT	802085
CSXT	802086
CSXT	802087
CSXT	802089
CSXT	802091
CSXT	802092
CSXT	802093
CSXT	802094
CSXT	802096
CSXT	802099
CSXT	802100
CSXT	802101
CSXT	802103
CSXT	802105
CSXT	802106
CSXT	802107
CSXT	802109
CSXT	802110
CSXT	802112

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802117
CSXT	802119
CSXT	802121
CSXT	802125
CSXT	802126
CSXT	802127
CSXT	802128
CSXT	802130
CSXT	802131
CSXT	802134
CSXT	802135
CSXT	802136
CSXT	802137
CSXT	802139
CSXT	802143
CSXT	802146
CSXT	802147
CSXT	802149
CSXT	802151
CSXT	802152
CSXT	802153
CSXT	802154
CSXT	802155
CSXT	802156
CSXT	802157
CSXT	802158
CSXT	802161
CSXT	802163
CSXT	802166
CSXT	802167
CSXT	802168
CSXT	802169
CSXT	802171
CSXT	802173
CSXT	802176
CSXT	802178
CSXT	802180
CSXT	802181
CSXT	802183
CSXT	802185
CSXT	802187
CSXT	802188
CSXT	802189
CSXT	802190
CSXT	802191
CSXT	802192
CSXT	802195
CSXT	802204
CSXT	802205
CSXT	802207

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802208
CSXT	802209
CSXT	802210
CSXT	802212
CSXT	802213
CSXT	802217
CSXT	802218
CSXT	802219
CSXT	802220
CSXT	802221
CSXT	802222
CSXT	802223
CSXT	802224
CSXT	802225
CSXT	802227
CSXT	802228
CSXT	802230
CSXT	802232
CSXT	802234
CSXT	802240
CSXT	802241
CSXT	802242
CSXT	802243
CSXT	802246
CSXT	802248
CSXT	802249
CSXT	802250
CSXT	802252
CSXT	802253
CSXT	802254
CSXT	802257
CSXT	802258
CSXT	802259
CSXT	802261
CSXT	802262
CSXT	802263
CSXT	802265
CSXT	802266
CSXT	802267
CSXT	802269
CSXT	802270
CSXT	802276
CSXT	802277
CSXT	802279
CSXT	802281
CSXT	802282
CSXT	802283
CSXT	802286
CSXT	802287
CSXT	802289

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802290
CSXT	802291
CSXT	802293
CSXT	802294
CSXT	802297
CSXT	802298
CSXT	802301
CSXT	802302
CSXT	802303
CSXT	802304
CSXT	802305
CSXT	802310
CSXT	802311
CSXT	802312
CSXT	802313
CSXT	802315
CSXT	802317
CSXT	802318
CSXT	802319
CSXT	802321
CSXT	802322
CSXT	802323
CSXT	802325
CSXT	802327
CSXT	802328
CSXT	802329
CSXT	802330
CSXT	802331
CSXT	802334
CSXT	802335
CSXT	802339
CSXT	802340
CSXT	802344
CSXT	802345
CSXT	802346
CSXT	802348
CSXT	802349
CSXT	802351
CSXT	802356
CSXT	802358
CSXT	802359
CSXT	802361
CSXT	802362
CSXT	802363
CSXT	802365
CSXT	802366
CSXT	802371
CSXT	802372
CSXT	802374
CSXT	802375

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802376
CSXT	802377
CSXT	802378
CSXT	802384
CSXT	802385
CSXT	802388
CSXT	802389
CSXT	802390
CSXT	802391
CSXT	802395
CSXT	802396
CSXT	802397
CSXT	802398
CSXT	802399
CSXT	802401
CSXT	802403
CSXT	802404
CSXT	802405
CSXT	802406
CSXT	802407
CSXT	802408
CSXT	802410
CSXT	802411
CSXT	802413
CSXT	802414
CSXT	802417
CSXT	802418
CSXT	802419
CSXT	802421
CSXT	802422
CSXT	802423
CSXT	802425
CSXT	802426
CSXT	802429
CSXT	802431
CSXT	802432
CSXT	802435
CSXT	802436
CSXT	802437
CSXT	802439
CSXT	802440
CSXT	802441
CSXT	802444
CSXT	802445
CSXT	802446
CSXT	802447
CSXT	802448
CSXT	802449
CSXT	802452
CSXT	802453

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802454
CSXT	802457
CSXT	802458
CSXT	802460
CSXT	802461
CSXT	802462
CSXT	802467
CSXT	802468
CSXT	802470
CSXT	802471
CSXT	802474
CSXT	802475
CSXT	802477
CSXT	802478
CSXT	802479
CSXT	802480
CSXT	802481
CSXT	802483
CSXT	802484
CSXT	802485
CSXT	802487
CSXT	802488
CSXT	802489
CSXT	802492
CSXT	802494
CSXT	802495
CSXT	802497
CSXT	802498
CSXT	802499
CSXT	802500
CSXT	802501
CSXT	802502
CSXT	802504
CSXT	802505
CSXT	802506
CSXT	802508
CSXT	802510
CSXT	802511
CSXT	802512
CSXT	802519
CSXT	802520
CSXT	802522
CSXT	802526
CSXT	802527
CSXT	802530
CSXT	802531
CSXT	802532
CSXT	802534
CSXT	802536
CSXT	802542

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	802544
CSXT	802545
CSXT	802546
CSXT	802547
CSXT	802552
CSXT	802554
CSXT	802556
CSXT	802558
CSXT	802560
CSXT	802562
CSXT	802563
CSXT	802566
CSXT	802567
CSXT	802568
CSXT	802570
CSXT	802571
CSXT	802572
CSXT	802574
CSXT	802575
CSXT	802576
CSXT	802580
CSXT	802581
CSXT	802582
CSXT	802584
CSXT	802585
CSXT	802587
CSXT	802588
CSXT	802589
CSXT	802590
CSXT	802591
CSXT	802592
CSXT	802593
CSXT	802594
CSXT	802596
CSXT	802597
CSXT	802598
CSXT	802600
CSXT	802601
CSXT	802603
CSXT	802604
CSXT	802605
CAR TYPE TOTAL:	891

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE: GONDOLAS	CSXT	497707
	CSXT	700861
	CSXT	700912
	CSXT	700951
	CSXT	701057
	CSXT	701060
	CSXT	701125
	CSXT	701150
	CSXT	701165
	CSXT	701213
	CSXT	701245
	CSXT	701254
	CSXT	701256
	CSXT	701283
	CSXT	701388
	CSXT	701403
	CSXT	701431
	CSXT	701448
	CSXT	701466
	CSXT	701477
	CSXT	701530
	CSXT	701587
CAR TYPE TOTAL:	22	

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

CAR TYPE:	NEW INITIAL	NEW NUMBER
70-TON WOOD CHIP HOPPER	CSXT	430992
	CSXT	430810
	CSXT	430814
	CSXT	430815
	CSXT	430820
	CSXT	430821
	CSXT	430822
	CSXT	430823
	CSXT	430825
	CSXT	430828
	CSXT	430829
	CSXT	430837
	CSXT	430838
	CSXT	430842
	CSXT	430845
	CSXT	430850
	CSXT	430851
	CSXT	430853
	CSXT	430855
	CSXT	430856
	CSXT	430860
	CSXT	430865
	CSXT	430867
	CSXT	430871
	CSXT	430872
	CSXT	430874
	CSXT	430876
	CSXT	430879
	CSXT	430889
	CSXT	430892
	CSXT	430898
	CSXT	430900
	CSXT	430909
	CSXT	430912
	CSXT	430913
	CSXT	430914
	CSXT	430915
	CSXT	430918
	CSXT	430919
	CSXT	430920
	CSXT	430921
CAR TYPE TOTAL:	41	

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

CAR TYPE:	NEW INITIAL	NEW NUMBER
100-TON WOOD CHIP HOPPER	CSXT	432648
	CSXT	432651
	CSXT	432653
	CSXT	432656
	CSXT	432658
	CSXT	432661
	CSXT	432662
	CSXT	432670
	CSXT	432676
	CSXT	432677
	CSXT	432683
	CSXT	432685
	CSXT	432686
	CSXT	432687
	CSXT	432690
	CSXT	432692
	CSXT	432696
	CSXT	432698
	CSXT	432702
	CSXT	432704
	CSXT	432706
	CSXT	432710
	CSXT	432711
	CSXT	432718
	CSXT	432722
	CSXT	432728
	CSXT	432734
	CSXT	432736
	CSXT	432737
	CSXT	432740
	CSXT	432741
	CSXT	432743
	CSXT	432746
	CSXT	432748
	CSXT	432749
	CSXT	432754
	CSXT	432758
	CSXT	432761
	CSXT	432762
	CSXT	432764
	CSXT	432765
	CSXT	432766
	CSXT	432768
	CSXT	432769
	CSXT	432771
	CSXT	432773
	CSXT	432774
	CSXT	432781
	CSXT	432784
	CSXT	432787

PNC TRUST NUMBER 1 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	432789
CSXT	432790
CSXT	432794
CSXT	432799
CSXT	432809
CSXT	432814
CSXT	432815
CSXT	432817
CSXT	432820
CSXT	432821
CSXT	432824
CSXT	432830
CSXT	432833
CSXT	432834
CSXT	432842
CSXT	432845
CSXT	432848
CSXT	432850
CSXT	432852
CSXT	432856
CSXT	432857
CSXT	432859
CSXT	432860
CSXT	432862
CSXT	432865
CSXT	432867
CSXT	432868
CSXT	432870
CSXT	432872
CSXT	432879
CSXT	432880
CSXT	432881
CSXT	432884
CSXT	432887
CAR TYPE TOTAL:	84
GRAND TOTAL	1038

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	108.18836636
December 15, 1990	109.22871316
June 15, 1991	107.14952322
December 15, 1991	107.73649924
June 15, 1992	105.21529452
December 15, 1992	105.61184263
June 15, 1993	102.65591393
December 15, 1993	102.93407456
June 15, 1994	99.57792000
December 15, 1994	99.76639250
June 15, 1995	95.98469777
December 15, 1995	96.08342952
June 15, 1996	91.85136100
December 15, 1996	91.91130839
June 15, 1997	84.95947882
December 15, 1997	85.09790249
June 15, 1998	77.62502875
December 15, 1998	77.91872064
June 15, 1999	69.90560913
December 15, 1999	63.85480245
June 15, 2000	61.64605883
December 15, 2000	62.22633542
June 15, 2001	53.07040668
December 15, 2001	53.24431805
June 15, 2002	43.71870639
December 15, 2002	44.06249549
June 15, 2003	33.87333864
December 15, 2003	22.12916176
June 15, 2004	22.64999997

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.85126260
December 15, 1990	107.91416498
June 15, 1991	105.93534081
December 15, 1991	106.55297676
June 15, 1992	104.11794541
December 15, 1992	104.54144065
June 15, 1993	101.67340473
December 15, 1993	101.97504254
June 15, 1994	98.70926148
December 15, 1994	98.91801480
June 15, 1995	95.22992088
December 15, 1995	95.34560669
June 15, 1996	91.21052398
December 15, 1996	91.28404436
June 15, 1997	84.45322793
December 15, 1997	84.54826092
June 15, 1998	77.22398285
December 15, 1998	77.46657828
June 15, 1999	69.61687617
December 15, 1999	60.79150481
June 15, 2000	61.43260879
December 15, 2000	62.15292545
June 15, 2001	53.09736278
December 15, 2001	53.36578535
June 15, 2002	43.91946156
December 15, 2002	44.30015500
June 15, 2003	34.24172600
December 15, 2003	22.65837299
June 15, 2004	23.24999991

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

4A

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	107.46798739
December 15, 1990	108.47403106
June 15, 1991	106.35890452
December 15, 1991	106.90823271
June 15, 1992	104.34758744
December 15, 1992	104.70281690
June 15, 1993	101.70360205
December 15, 1993	101.93641530
June 15, 1994	98.53275402
December 15, 1994	98.67145761
June 15, 1995	94.83762406
December 15, 1995	94.88173424
June 15, 1996	90.59244317
December 15, 1996	90.59244317
June 15, 1997	83.57781162
December 15, 1997	83.65044200
June 15, 1998	76.10864365
December 15, 1998	76.33012803
June 15, 1999	68.24137061
December 15, 1999	62.11131591
June 15, 2000	59.81955061
December 15, 2000	60.31285219
June 15, 2001	51.06580684
December 15, 2001	51.14426279
June 15, 2002	41.51865031
December 15, 2002	41.75767671
June 15, 2003	31.45876857
December 15, 2003	19.59961424
June 15, 2004	19.99999997

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	105.96777897
December 15, 1990	106.98861146
June 15, 1991	104.96571410
December 15, 1991	105.53717818
June 15, 1992	103.05377635
December 15, 1992	103.42659778
June 15, 1993	100.50547506
December 15, 1993	100.75149817
June 15, 1994	97.42745414
December 15, 1994	97.57517012
June 15, 1995	93.82313236
December 15, 1995	93.87182946
June 15, 1996	89.66656814
December 15, 1996	89.66656814
June 15, 1997	82.75873042
December 15, 1997	82.77307450
June 15, 1998	75.36426527
December 15, 1998	75.51830432
June 15, 1999	67.57582893
December 15, 1999	58.65326660
June 15, 2000	59.19255154
December 15, 2000	59.80620073
June 15, 2001	50.63889128
December 15, 2001	50.79024589
June 15, 2002	41.22127957
December 15, 2002	41.47349046
June 15, 2003	31.28046082
December 15, 2003	19.55609773
June 15, 2004	19.99999991

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(OPEN TOP HOPPER CARS)

Payment Date	Percentage of Lessor's Cost	
June 15, 1990	0.00000000	
December 15, 1990	3.77204845	
June 15, 1991	6.69847121	
December 15, 1991	3.73250486	
June 15, 1992	6.73801480	
December 15, 1992	3.59214754	
June 15, 1993	6.87837311	
December 15, 1993	3.43868086	
June 15, 1994	7.03183880	
December 15, 1994	3.27088038	
June 15, 1995	7.19963928	
December 15, 1995	3.08740734	
June 15, 1996	7.38311232	
December 15, 1996	2.88679792	
June 15, 1997	9.91050388	
December 15, 1997	2.55879085	
June 15, 1998	10.23851095	
December 15, 1998	2.20014792	
June 15, 1999	10.59715388	
December 15, 1999	8.40498723	
June 15, 2000	4.39231457	
December 15, 2000	1.49992880	
June 15, 2001	11.29737300	
December 15, 2001	1.49992880	
June 15, 2002	11.29737300	
December 15, 2002	1.06881183	
June 15, 2003	11.72848997	(arrears)
	12.42388027	(advance)
December 15, 2003	0.37342153	

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(GONDOLA CARS, 70-TON WOODCHIP CARS
AND 100-70 TON WOODCHIP CARS)

Payment Date	Percentage of Lessor's Cost	
June 15, 1990	0.00000000	
December 15, 1990	3.77052874	
June 15, 1991	6.61549496	
December 15, 1991	3.71884399	
June 15, 1992	6.66717971	
December 15, 1992	3.58115671	
June 15, 1993	6.80486699	
December 15, 1993	3.43060944	
June 15, 1994	6.95541426	
December 15, 1994	3.26600105	
June 15, 1995	7.12002265	
December 15, 1995	3.08601824	
June 15, 1996	7.30000545	
December 15, 1996	2.88922504	
June 15, 1997	9.80480392	
December 15, 1997	2.60490120	
June 15, 1998	10.08912776	
December 15, 1998	2.25538782	
June 15, 1999	10.43864114	
December 15, 1999	11.22085280	
June 15, 2000	1.47317616	
December 15, 2000	1.43669590	
June 15, 2001	11.25733306	
December 15, 2001	1.43669590	
June 15, 2002	11.25733306	
December 15, 2002	1.05979183	
June 15, 2003	11.63423713	(arrears)
	12.32060743	(advance)
December 15, 2003	0.37342153	