

New No. - A - B # 37

WHITE & CASE

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NEW YORK, NEW YORK 10036-2787

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16546-A

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CUMHURİYET CAĐDESİ 12/10 İSTANBUL
ZIYA UR RAHMAN CAĐDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

SEP 29 1989

DE:LD

INTERSTATE COMMERCE COMMISSION

September 29, 1989

16546 9-272A021

RECORDED BY FILED 1475

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

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

16546-B
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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. 5, dated as of September 5, 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. 5, dated as of September 5, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Contestant: CT. Kappala

SEP 29 1989

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. 5, dated as of September 5, 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. 5 dated as of September 5, 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 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton

Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 5, dated as of September 5, 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 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 5, dated as of September 5, 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 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-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.

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

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. 5 DATED AS OF SEPTEMBER 5, 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. 5 dated as of September 5, 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. 5 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 5 (the "Lease") dated as of September 5, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 5 (the "Indenture"), each dated as of September 5, 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 \$15,626,600 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.

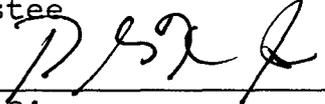
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

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

[Corporate Seal]

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 A. B. [Signature]
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 *L. Mandelik*
Title: Assistant Corporate
Trust Officer

By *C. H. Hulse*
Title: Vice President

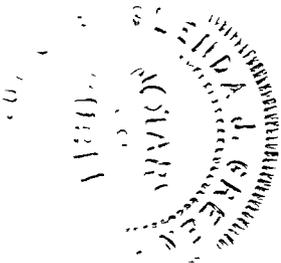
STATE OF MARYLAND)
: SS.:
CITY OF BALTIMORE)

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.

Gleada J. Green
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

*

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
445	*	\$30,900	\$13,750,500

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
11	*	\$24,700	\$ 271,700

70-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
21	*	\$20,800	\$ 436,800

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
42	*	\$27,800	\$ 1,167,600

* See tables attached hereto.

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 January 1, 1998 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 1, 1998 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 January 1, 1998 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.76504266
January 1, 1991	109.78706820
July 1, 1991	107.78491152
January 1, 1992	108.35786011
July 1, 1992	105.93743242
January 1, 1993	106.32367932
July 1, 1993	103.48225377
January 1, 1994	103.75122928
July 1, 1994	100.51819509
January 1, 1995	100.69290305
July 1, 1995	97.04220265
January 1, 1996	97.12183244
July 1, 1996	93.03495546
January 1, 1997	93.07292234
July 1, 1997	86.29426991
January 1, 1998	88.97934450
January 1, 1998	88.97934450
July 1, 1998	78.57193072
January 1, 1999	78.78879198
July 1, 1999	70.35438541
January 1, 2000	70.77014035
July 1, 2000	61.71575954
January 1, 2001	62.34354005
July 1, 2001	52.49190901
January 1, 2002	52.74218204
July 1, 2002	42.59067765
January 1, 2003	42.89172579
July 1, 2003	32.11627291
January 1, 2004	32.66474761
July 1, 2004	21.12999989

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 January 1, 1998, 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 1, 1998, 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 January 1, 1998, 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.63958105
January 1, 1991	108.69331630
July 1, 1991	106.79910390
January 1, 1992	107.41076319
July 1, 1992	105.08687969
January 1, 1993	105.50964607
July 1, 1993	102.76808740
January 1, 1994	103.07149210
July 1, 1994	99.94234855
January 1, 1995	100.14969459
July 1, 1995	96.60772245
January 1, 1996	96.71813550
July 1, 1996	92.74500187
January 1, 1997	92.81099358
July 1, 1997	86.16782605
January 1, 1998	88.89048566
January 1, 1998	88.89048566
July 1, 1998	78.61954691
January 1, 1999	78.87130394
July 1, 1999	70.58942170
January 1, 2000	71.04283586
July 1, 2000	62.15449739
January 1, 2001	62.82343440
July 1, 2001	53.12423929
January 1, 2002	53.39739060
July 1, 2002	43.42199535
January 1, 2003	43.83064170
July 1, 2003	33.19806210
January 1, 2004	33.87673169
July 1, 2004	22.50000000

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 January 1, 1998, 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 1, 1998, 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 Termination Value in respect of a Unit occurs after January 1, 1998, 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 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.72970331
January 1, 1991	109.75004606
July 1, 1991	107.74612645
January 1, 1992	108.31722817
July 1, 1992	105.89486566
January 1, 1993	106.27908561
July 1, 1993	103.43553658
January 1, 1994	103.70228750
July 1, 1994	100.46692280
January 1, 1995	100.63918926
July 1, 1995	96.98593111
January 1, 1996	97.06288135
July 1, 1996	92.97319722
January 1, 1997	93.00822329
July 1, 1997	86.22649001
January 1, 1998	88.90833704
January 1, 1998	88.90833704
July 1, 1998	78.49754202
January 1, 1999	78.71086103
July 1, 1999	70.27274352
January 1, 2000	70.68461082
July 1, 2000	61.62615725
January 1, 2001	62.24967106
July 1, 2001	52.39357015
January 1, 2002	52.63916046
July 1, 2002	42.48275037
January 1, 2003	42.77865921
July 1, 2003	31.99782230
January 1, 2004	32.54065660
July 1, 2004	20.99999989

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 January 1, 1998, 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 1, 1998, 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 January 1, 1998, 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.23181938
January 1, 1991	108.26613775
July 1, 1991	106.35158388
January 1, 1992	106.94193308
July 1, 1992	104.59572474
January 1, 1993	104.99510320
July 1, 1993	102.22904294
January 1, 1994	102.50677932
July 1, 1994	99.35074516
January 1, 1995	99.52992012
July 1, 1995	95.95843544
January 1, 1996	96.03793062
July 1, 1996	92.03240687
January 1, 1997	92.06446609
July 1, 1997	85.38575028
January 1, 1998	88.07116885
January 1, 1998	88.07116885
July 1, 1998	77.76121572
January 1, 1999	77.97210057
July 1, 1999	69.64739990
January 1, 2000	70.05595669
July 1, 2000	61.12062481
January 1, 2001	61.74033068
July 1, 2001	51.98956014
January 1, 2002	52.20868008
July 1, 2002	42.17668059
January 1, 2003	42.52602730
July 1, 2003	31.83132433
January 1, 2004	32.44491233
July 1, 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
July 1, 1990	0.00000000	
January 1, 1991	3.76902071	
July 1, 1991	6.61395311	
January 1, 1992	3.75943818	
July 1, 1992	6.62353564	
January 1, 1993	3.62568482	
July 1, 1993	6.75728899	
January 1, 1994	3.47943891	
July 1, 1994	6.90353491	
January 1, 1995	3.31953363	
July 1, 1995	7.06344019	
January 1, 1996	3.14469319	
July 1, 1996	7.23828063	
January 1, 1997	2.95352266	
July 1, 1997	9.73677868	
January 1, 1998	0.00000000	(in arrears)
January 1, 1998	12.69030133	(in advance)
July 1, 1998	2.18697074	
January 1, 1999	10.50333059	
July 1, 1999	1.79859674	
January 1, 2000	10.89170460	
July 1, 2000	1.37394860	
January 1, 2001	11.31635273	
July 1, 2001	1.37394860	
January 1, 2002	11.31635273	
July 1, 2002	1.04049390	
January 1, 2003	11.64980743	
July 1, 2003	0.53283825	
January 1, 2004	12.15746308	

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
July 1, 1990	0.00000000	
January 1, 1991	3.76953813	
July 1, 1991	6.51799371	
January 1, 1992	3.74561137	
July 1, 1992	6.54192047	
January 1, 1993	3.61502374	
July 1, 1993	6.67250810	
January 1, 1994	3.47223922	
July 1, 1994	6.81529262	
January 1, 1995	3.31611862	
July 1, 1995	6.97141322	
January 1, 1996	3.14541637	
July 1, 1996	7.14211548	
January 1, 1997	2.95877052	
July 1, 1997	9.61487951	
January 1, 1998	0.00000000	(in arrears)
January 1, 1998	12.57365003	(in advance)
July 1, 1998	2.19544017	
January 1, 1999	10.37820986	
July 1, 1999	1.81330482	
January 1, 2000	10.76034521	
July 1, 2000	1.39547803	
January 1, 2001	11.17817199	
July 1, 2001	1.39547803	
January 1, 2002	11.17817199	
July 1, 2002	0.94326098	
January 1, 2003	11.63038905	
July 1, 2003	0.43188190	
January 1, 2004	12.14176813	

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	810473
OPEN TOP HOPPER	CSXT	810476
	CSXT	810477
	CSXT	810479
	CSXT	810483
	CSXT	810493
	CSXT	810496
	CSXT	810498
	CSXT	810506
	CSXT	810514
	CSXT	810515
	CSXT	810519
	CSXT	810520
	CSXT	810524
	CSXT	810525
	CSXT	810526
	CSXT	810531
	CSXT	810536
	CSXT	810539
	CSXT	810545
	CSXT	810546
	CSXT	810554
	CSXT	810562
	CSXT	810565
	CSXT	810580
	CSXT	810588
	CSXT	810590
	CSXT	810599
	CSXT	810605
	CSXT	810627
	CSXT	810637
	CSXT	810641
	CSXT	810645
	CSXT	810651
	CSXT	810653
	CSXT	810655
	CSXT	810659
	CSXT	810660
	CSXT	810662
	CSXT	810668
	CSXT	810674
	CSXT	810678
	CSXT	810679
	CSXT	810687
	CSXT	810690
	CSXT	810691
	CSXT	810693
	CSXT	810694
	CSXT	810704
	CSXT	810708

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	810714
CSXT	810721
CSXT	810723
CSXT	810724
CSXT	810726
CSXT	810730
CSXT	810732
CSXT	810745
CSXT	810750
CSXT	810756
CSXT	810762
CSXT	810765
CSXT	810769
CSXT	810770
CSXT	810776
CSXT	810777
CSXT	810784
CSXT	810785
CSXT	810791
CSXT	810792
CSXT	810807
CSXT	810811
CSXT	810814
CSXT	810815
CSXT	810819
CSXT	810823
CSXT	810826
CSXT	810831
CSXT	810832
CSXT	810833
CSXT	810838
CSXT	810840
CSXT	810852
CSXT	810856
CSXT	810857
CSXT	810858
CSXT	810862
CSXT	810863
CSXT	810871
CSXT	810872
CSXT	810897
CSXT	810908
CSXT	810911
CSXT	810913
CSXT	810916
CSXT	810917
CSXT	810923
CSXT	810934
CSXT	810936
CSXT	810938

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	810939
CSXT	810940
CSXT	810941
CSXT	810942
CSXT	810970
CSXT	810972
CSXT	810974
CSXT	810990
CSXT	810999
CSXT	811000
CSXT	811002
CSXT	811005
CSXT	811014
CSXT	811015
CSXT	811018
CSXT	811021
CSXT	811027
CSXT	811031
CSXT	811036
CSXT	811037
CSXT	811038
CSXT	811044
CSXT	811052
CSXT	811055
CSXT	811058
CSXT	811062
CSXT	811063
CSXT	811073
CSXT	811076
CSXT	811077
CSXT	811079
CSXT	811084
CSXT	811090
CSXT	811093
CSXT	811112
CSXT	811116
CSXT	811122
CSXT	811132
CSXT	811134
CSXT	811136
CSXT	811142
CSXT	811150
CSXT	811156
CSXT	811158
CSXT	811159
CSXT	811162
CSXT	811174
CSXT	811176
CSXT	811180
CSXT	811193

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	811194
CSXT	811201
CSXT	811210
CSXT	811211
CSXT	811213
CSXT	811225
CSXT	811230
CSXT	811231
CSXT	811238
CSXT	811244
CSXT	811256
CSXT	811264
CSXT	811276
CSXT	811279
CSXT	811287
CSXT	811295
CSXT	811300
CSXT	811305
CSXT	811310
CSXT	811313
CSXT	811315
CSXT	811329
CSXT	811334
CSXT	811341
CSXT	811345
CSXT	811346
CSXT	811368
CSXT	811372
CSXT	811381
CSXT	811384
CSXT	811388
CSXT	811398
CSXT	811401
CSXT	811419
CSXT	811422
CSXT	811426
CSXT	811438
CSXT	811440
CSXT	811443
CSXT	811445
CSXT	811450
CSXT	811457
CSXT	811458
CSXT	811460
CSXT	811465
CSXT	811472
CSXT	811475
CSXT	811481
CSXT	811486
CSXT	811492

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	811498
CSXT	811508
CSXT	811511
CSXT	811520
CSXT	811521
CSXT	811523
CSXT	811525
CSXT	811528
CSXT	811531
CSXT	811539
CSXT	811563
CSXT	811575
CSXT	811576
CSXT	811580
CSXT	811583
CSXT	811592
CSXT	811598
CSXT	811599
CSXT	811604
CSXT	811611
CSXT	811617
CSXT	811624
CSXT	811627
CSXT	811628
CSXT	811633
CSXT	811636
CSXT	811639
CSXT	811660
CSXT	811670
CSXT	811674
CSXT	811675
CSXT	811676
CSXT	811680
CSXT	811686
CSXT	811690
CSXT	811693
CSXT	811695
CSXT	811697
CSXT	811704
CSXT	811711
CSXT	811724
CSXT	811725
CSXT	811728
CSXT	811733
CSXT	811736
CSXT	811742
CSXT	811756
CSXT	811758
CSXT	811759
CSXT	811785

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	811789
CSXT	811794
CSXT	811795
CSXT	811797
CSXT	811798
CSXT	811805
CSXT	811807
CSXT	811810
CSXT	811812
CSXT	811825
CSXT	811830
CSXT	811832
CSXT	811835
CSXT	811839
CSXT	811842
CSXT	811843
CSXT	811857
CSXT	811861
CSXT	811871
CSXT	811883
CSXT	811886
CSXT	811890
CSXT	811899
CSXT	811911
CSXT	811920
CSXT	812892
CSXT	812897
CSXT	812905
CSXT	812911
CSXT	812915
CSXT	812927
CSXT	812952
CSXT	812970
CSXT	812984
CSXT	813009
CSXT	813032
CSXT	813040
CSXT	813045
CSXT	813047
CSXT	813053
CSXT	813054
CSXT	813074
CSXT	813082
CSXT	813088
CSXT	813090
CSXT	813100
CSXT	813120
CSXT	813123
CSXT	813124
CSXT	813138

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	813155
CSXT	813157
CSXT	813164
CSXT	813168
CSXT	813181
CSXT	813185
CSXT	813235
CSXT	813293
CSXT	813296
CSXT	813299
CSXT	813310
CSXT	813350
CSXT	813353
CSXT	813357
CSXT	813374
CSXT	813390
CSXT	813395
CSXT	813396
CSXT	813398
CSXT	813404
CSXT	813406
CSXT	813431
CSXT	813471
CSXT	813476
CSXT	813481
CSXT	813496
CSXT	813519
CSXT	813522
CSXT	813528
CSXT	813541
CSXT	813565
CSXT	813567
CSXT	813572
CSXT	813581
CSXT	813599
CSXT	813610
CSXT	813635
CSXT	813657
CSXT	813680
CSXT	813685
CSXT	813689
CSXT	813695
CSXT	813701
CSXT	813712
CSXT	813715
CSXT	813729
CSXT	813736
CSXT	813757
CSXT	813762
CSXT	813771

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	813772
CSXT	813775
CSXT	813793
CSXT	813797
CSXT	813817
CSXT	813830
CSXT	813842
CSXT	813846
CSXT	813848
CSXT	813851
CSXT	813857
CSXT	813865
CSXT	813875
CSXT	813879
CSXT	813883
CSXT	813885
CSXT	813895
CSXT	813906
CSXT	813912
CSXT	813999
CSXT	814007
CSXT	814019
CSXT	814022
CSXT	814033
CSXT	814045
CSXT	814051
CSXT	814066
CSXT	814069
CSXT	814089
CSXT	814108
CSXT	814134
CSXT	814168
CSXT	814181
CSXT	814198
CSXT	814229
CSXT	814237
CSXT	814267
CSXT	814269
CSXT	814278
CSXT	814288
CSXT	814292
CSXT	814293
CSXT	814312
CSXT	814326
CSXT	814330
CSXT	814333
CSXT	814352
CSXT	814355
CSXT	814365
CSXT	814409

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	814412
CSXT	814414
CSXT	814421
CSXT	814439
CSXT	814455
CSXT	814480
CSXT	814490
CSXT	814494
CSXT	814502
CSXT	814519
CSXT	814523
CSXT	814529
CSXT	814535
CSXT	814547
CSXT	814548
CSXT	814556
CSXT	814559
CSXT	814563
CSXT	814578
CSXT	814580
CSXT	814585
CSXT	814588
CSXT	814593
CSXT	814596
CSXT	814603
CSXT	814625
CSXT	814636
CSXT	814638
CSXT	814642
CSXT	814645
CSXT	814657
CSXT	814661
CSXT	814680
CSXT	814697
CSXT	814714
CSXT	814721
CSXT	814727
CSXT	814753
CSXT	814754
CSXT	814765
CSXT	814768
CSXT	814790
CSXT	814791
CSXT	814798
CSXT	814802

CAR TYPE TOTAL:

445

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	704927
GONDOLA	CSXT	704982
	CSXT	704998
	CSXT	705066
	CSXT	705077
	CSXT	705086
	CSXT	705133
	CSXT	705141
	CSXT	705184
	CSXT	705186
	CSXT	705308
CAR TYPE TOTAL:		11

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	430679
70-TON WOOD CHIP	CSXT	430680
HOPPER	CSXT	430684
	CSXT	430685
	CSXT	430686
	CSXT	430690
	CSXT	430694
	CSXT	430696
	CSXT	430701
	CSXT	430707
	CSXT	430712
	CSXT	430715
	CSXT	430719
	CSXT	430721
	CSXT	430724
	CSXT	430728
	CSXT	430736
	CSXT	430742
	CSXT	430744
	CSXT	430755
	CSXT	430758
CAR TYPE TOTAL:		21

PNC TRUST NUMBER 5 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	432498
100-TON WOOD CHIP	CSXT	432500
HOPPER	CSXT	432502
	CSXT	432505
	CSXT	432506
	CSXT	432507
	CSXT	432508
	CSXT	432510
	CSXT	432511
	CSXT	432512
	CSXT	432513
	CSXT	432514
	CSXT	432515
	CSXT	432516
	CSXT	432518
	CSXT	432520
	CSXT	432521
	CSXT	432523
	CSXT	432524
	CSXT	432526
	CSXT	432527
	CSXT	432528
	CSXT	432529
	CSXT	432530
	CSXT	432531
	CSXT	432532
	CSXT	432533
	CSXT	432534
	CSXT	432535
	CSXT	432536
	CSXT	432537
	CSXT	432538
	CSXT	432540
	CSXT	432542
	CSXT	432545
	CSXT	432546
	CSXT	432548
	CSXT	432549
	CSXT	432550
	CSXT	432551
	CSXT	432552
	CSXT	432553
CAR TYPE TOTAL:	-----	-----
		42
GRAND TOTAL		519