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- A  
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**WHITE & CASE**

1747 PENNSYLVANIA AVENUE, N W  
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333 SOUTH HOPE STREET, LOS ANGELES  
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NEW YORK, NEW YORK 10036-2787  
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20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
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16547  
RECORDATION NO \_\_\_\_\_ FILED 1423

SEP 29 1989 - 1 40 PM  
INTERSTATE COMMERCE COMMISSION

September 29, 1989

9-272A021

DE:LD

16547/A  
RECORDATION NO \_\_\_\_\_ FILED 1425

SEP 29 1989 - 1 40 PM

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

INTERSTATE COMMERCE COMMISSION

16547/B  
RECORDATION NO \_\_\_\_\_ FILED 1425

Attention: Ms. Mildred Lee

SEP 29 1989 - 1 40 PM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

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. 6, dated as of September 6, 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. 6, dated as of September 6, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

*C.T. Kappler*

*[Handwritten signature]*

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. 6, dated as of September 6, 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. 6 dated as of September 6, 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 175 Open Top Hopper Cars, 5 Gondola Cars, 8 70-Ton

Woodchip Hopper Cars, and 17 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 6, dated as of September 6, 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 175 Open Top Hopper Cars, 5 Gondola Cars, 8 70-Ton Woodchip Hopper Cars, and 17 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 6, dated as of September 6, 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 175 Open Top Hopper Cars, 5 Gondola Cars, 8 70-Ton Woodchip Hopper Cars, and 17 100-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.

16547/B  
RECORDED IN \_\_\_\_\_ FILED 1438

-B

SEP 29 1989 -1 40 PM

LEASE AND INDENTURE SUPPLEMENT NO. 1  
COMMISSION

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. 6 DATED AS OF SEPTEMBER 6, 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.

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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. 6 dated as of September 6, 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. 6 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 6 (the "Lease") dated as of September 6, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 6 (the "Indenture"), each dated as of September 6, 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 \$6,170,000 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.

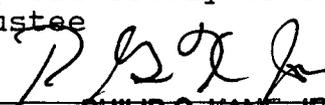
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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. Altman  
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 Mandelk*  
Title: Assistant Corporate Trust Officer

By *[Signature]*  
Title: Vice President





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>
175	*	\$30,900	\$5,407,500

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
5	*	\$24,700	\$123,500

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>
8	*	\$20,800	\$166,400

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>
17	*	\$27,800	\$472,600

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\* See tables attached hereto.

PNC TRUST.NUMBER 6 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	807702
OPEN TOP HOPPER	CSXT	807703
	CSXT	807714
	CSXT	807716
	CSXT	807721
	CSXT	807723
	CSXT	807728
	CSXT	807730
	CSXT	807732
	CSXT	807745
	CSXT	807747
	CSXT	807752
	CSXT	807760
	CSXT	807771
	CSXT	807775
	CSXT	807778
	CSXT	807781
	CSXT	807795
	CSXT	807803
	CSXT	807813
	CSXT	807818
	CSXT	807821
	CSXT	807822
	CSXT	807826
	CSXT	807828
	CSXT	807830
	CSXT	807831
	CSXT	807835
	CSXT	807854
	CSXT	807855
	CSXT	807856
	CSXT	807857
	CSXT	807862
	CSXT	807864
	CSXT	807869
	CSXT	807871
	CSXT	807874
	CSXT	807879
	CSXT	807880
	CSXT	807881
	CSXT	807886
	CSXT	807887
	CSXT	807889
	CSXT	807900
	CSXT	807910
	CSXT	807912
	CSXT	807913
	CSXT	807914
	CSXT	807920
	CSXT	807923

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	807924
CSXT	807927
CSXT	807928
CSXT	807932
CSXT	807934
CSXT	807946
CSXT	807950
CSXT	807958
CSXT	807967
CSXT	807976
CSXT	807980
CSXT	807983
CSXT	807993
CSXT	808002
CSXT	808003
CSXT	808005
CSXT	808019
CSXT	808021
CSXT	808035
CSXT	808036
CSXT	808038
CSXT	808042
CSXT	808049
CSXT	808057
CSXT	808065
CSXT	808074
CSXT	808086
CSXT	808094
CSXT	808101
CSXT	808122
CSXT	808128
CSXT	808129
CSXT	808137
CSXT	808138
CSXT	808141
CSXT	808146
CSXT	808155
CSXT	808156
CSXT	808162
CSXT	808170
CSXT	808174
CSXT	808184
CSXT	808188
CSXT	808195
CSXT	808202
CSXT	808214
CSXT	808225
CSXT	808227
CSXT	808230
CSXT	808234

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	808238
CSXT	808242
CSXT	808243
CSXT	808251
CSXT	808269
CSXT	808273
CSXT	808275
CSXT	808285
CSXT	814807
CSXT	814816
CSXT	814821
CSXT	814822
CSXT	814823
CSXT	814828
CSXT	814832
CSXT	814833
CSXT	814837
CSXT	814838
CSXT	814842
CSXT	814844
CSXT	814845
CSXT	814846
CSXT	814848
CSXT	814850
CSXT	814852
CSXT	814853
CSXT	814858
CSXT	814859
CSXT	814861
CSXT	814863
CSXT	814865
CSXT	814868
CSXT	814869
CSXT	814870
CSXT	814873
CSXT	814875
CSXT	814876
CSXT	814877
CSXT	814879
CSXT	814886
CSXT	814887
CSXT	814890
CSXT	814892
CSXT	814894
CSXT	814895
CSXT	814909
CSXT	814912
CSXT	814914
CSXT	814915
CSXT	814928

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	814930
CSXT	814934
CSXT	814941
CSXT	814942
CSXT	814945
CSXT	814946
CSXT	814950
CSXT	814951
CSXT	814952
CSXT	814953
CSXT	814954
CSXT	814956
CSXT	814957
CSXT	814960
CSXT	814962
CSXT	814963
CSXT	814964
CSXT	814969
CSXT	814972
CSXT	814974
CSXT	814977
CSXT	814978
CSXT	814984
CSXT	814985
CSXT	814986

CAR TYPE TOTAL:

175

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	705311
GONDOLA	CSXT	705320
	CSXT	705332
	CSXT	705362
	CSXT	706056

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	430759
70-TON WOOD CHIP	CSXT	430774
HOPPER	CSXT	430778
	CSXT	430782
	CSXT	430791
	CSXT	430799
	CSXT	430800
	CSXT	430801
CAR TYPE TOTAL		8

PNC TRUST NUMBER 6 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	432554
100-TON WOOD CHIP	CSXT	432555
HOPPER	CSXT	432557
	CSXT	432559
	CSXT	432561
	CSXT	432562
	CSXT	432563
	CSXT	432564
	CSXT	432565
	CSXT	432566
	CSXT	432567
	CSXT	432568
	CSXT	432569
	CSXT	432570
	CSXT	432571
	CSXT	432577
	CSXT	432579
CAR TYPE TOTAL:	17	
GRAND TOTAL	205	

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	