

15.00

WHITE & CASE

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

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

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

RECORDATION NO. 16114-F FILED 1425

SJS:JC

July 24, 1990

JUL 24 1990 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

0-205A008

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

JUL 24 1 55 PM '90

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 4, dated July 3, 1990, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation Nos. 16114 and 16114A.

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

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

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

Meridian Trust Company
35 North Sixth Street
Reading, PA 19603

A description of the equipment covered by each of these documents follows: 911 100-ton High-side Coal Gondola Cars with Serial Numbers CSXT 380,000-380,906; CSXT 380,911;

Handwritten signatures and initials on the left margin.

CSXT 380,913-380,915 and 571 100-ton Covered Hopper Cars with Serial Numbers CSXT 259,000-259,389; CSXT 259,391-259,401; CSXT 259,403-259,497; CSXT 259,499-259,568; CSXT 259,573-259,577.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for the recordation.

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

Lease and Indenture Supplement No. 4, dated July 3, 1990, 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 Meridian Trust Company, as Indenture Trustee, covering up to 2,000 100-ton High-side Coal Gondola Cars and up to 2,000 100-ton Covered Hopper Cars.

Very truly yours,



Susan J. Scheman

Enclosures

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

Interstate Commerce Commission
Washington, D.C. 20423

7/24/90

OFFICE OF THE SECRETARY

Susan J. Scheman

White & Case

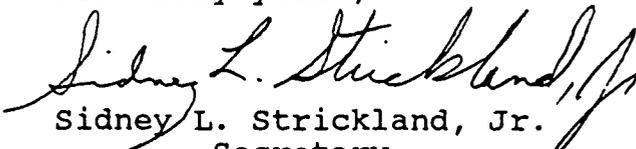
1155 Avenue Of The Americas

New York, N.Y. 10036-2787

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/24/90 at 2:05pm, and assigned recordation number(s). 16114-E & 16114-F

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 16114-F FILED 1425

JUL 24 1990 -2 05 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 4

Dated July 3, 1990

Among

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

CSX TRANSPORTATION, INC.,
Lessee

and

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

100-TON HIGH-SIDE COAL GONDOLA CARS
100-TON COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 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 MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF DECEMBER 1, 1988. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 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. 4 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1990
AT ____ .M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 4, dated July 3, 1990, 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 December 1, 1988 (the "Trust Agreement"), CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee"), and MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 1 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 1 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 1 (the "Indenture"), each dated as of December 1, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

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;

WHEREAS, the Lessor, Lessee and the Indenture Trustee have heretofore entered into a Lease and Indenture Supplement No. 1 dated December 29, 1988 ("Lease and Indenture Supplement No. 1") in respect of Railcars delivered on such date, a Lease and Indenture Supplement No. 2 dated March 30, 1989 ("Lease and Indenture Supplement No. 2") in respect of Railcars delivered on such date and a Lease and Indenture Supplement No. 3 dated June 29, 1989 ("Lease and Indenture Supplement No. 3") in respect of Railcars delivered on such date;

NOW, THEREFORE, pursuant to Section 802 of the Indenture and Section 23 of the Lease, Lessor, Lessee and the Indenture Trustee hereby agree as follows:

1. Schedules 1A (in respect of Basic Rent (Coal Cars)) and 1B (in respect of Basic Rent (Hopper Cars)) to the Lease are hereby deleted in their entirety and new Schedules 1A and 1B, in the form attached hereto as Exhibit A, are inserted in their place.

2. The term "Railcar Group" shall refer to each of the following groups of Railcars: (i) Railcar Group A ("Railcar Group A") covers all Coal Cars leased on December 29, 1988 pursuant to Lease and Indenture Supplement No. 1, all Coal Cars leased on March 30, 1989 pursuant to Lease and Indenture Supplement No. 2 and all Coal Cars leased on June 29, 1989 pursuant to Lease and Indenture Supplement No. 3; and (ii) Railcar Group B ("Railcar Group B") covers all Covered Hopper Cars leased on December 29, 1988 pursuant to Lease and Indenture Supplement No. 1, all Coal Cars leased on March 30, 1989 pursuant to Lease and Indenture Supplement No. 2 and all Covered Hopper Cars leased on June 29, 1989 pursuant to Lease and Indenture Supplement No. 3.

3. Schedule 1 to the Form of Series A Note contained in Section 202 of the Indenture is hereby deleted in its entirety and Schedule 2A (in respect of Railcar Group A) and Schedule 2B (in respect of Railcar Group B) in the form attached hereto as Exhibit B, are inserted in its place.

4. Schedules 2A (in respect of Stipulated Loss Value (Coal Cars)), 2B (in respect of Stipulated Loss Value (Hopper Cars)), 3A (in respect of Termination Value (Coal Cars)) and 3B (in respect of Termination Value (Hopper Cars)) to each of Lease and Indenture Supplements Nos. 1, 2 and 3 are hereby deleted in their entirety and new Schedules 2A, 2B, 3A and 3B, in the form attached hereto as Exhibit C, are inserted in their place.

5. Each of the foregoing adjustments to the Stipulated Loss Value percentages and Termination Value percentages shall be effective as of the relevant Closing Date.

6. The paragraph beginning with First contained in Section 1002 of the Indenture is hereby deleted in its entirety and replaced by the following paragraph:

First, to redeem in full that portion of the aggregate unpaid principal of all Notes Outstanding, equal to the product obtained by multiplying an amount equal to 100% of the principal amount of the Series A

Notes issued in respect of a particular Railcar Group Outstanding on the date when an event pursuant to clause (a), (b), (c) or (d) occurs above by a fraction, the numerator of which shall be the aggregate Lessor's Cost for the Railcar or Railcars of such Railcar Group in respect of which a payment pursuant to clause (a), (b), (c) or (d) above is being made and the denominator of which shall be the aggregate Lessor's Cost of all Railcars in such Railcar Group subject to the Lease immediately before the event giving rise to such payments under the Lease, together with the accrued and unpaid interest thereon (including any interest on overdue principal, premium and, to the extent legally enforceable, on interest due on the Notes) to the Redemption Date and premium, if any;

7. Section 401 of the Indenture is hereby deleted in its entirety and replaced by the following section:

SECTION 401. Redemption Of Series A Notes. The Series A Notes shall, in the manner specified and subject to the provisions (including the provisions with respect to notice) set forth in this Article, be redeemable as follows:

(a) Redemption Upon the Occurrence of an Event of Loss. Each Series A Note issued in respect of a particular Railcar Group shall be subject to redemption and shall be redeemed in part upon the occurrence of an Event of Loss with respect to any Railcar, in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Series A Note applicable to the Railcar Group which includes such Railcar by a fraction, the numerator of which shall be Lessor's Cost of the Railcar in respect of which Stipulated Loss Value is being paid and the denominator of which shall be Lessor's Cost for all Railcars in such Railcar Group subject to the Lease immediately before such Event of Loss, by application of Stipulated Loss Value in an amount equal to 100% of the principal amount of the Series A Notes issued in respect of a particular Railcar Group to be redeemed, together with accrued and unpaid interest thereon to the Redemption Date but without payment of any Premium.

(b) Redemption in the Event of Voluntary Termination. Each Series A Note issued in respect of a particular Railcar Group shall be subject to redemption and shall be redeemed in part in the event of a voluntary termination of the Lease pursuant to Section 12 thereof with respect to any Railcar, in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Series A Note applicable to the Railcar Group which includes such Railcar by a fraction, the numerator of which shall be Lessor's Cost of the Railcar in respect of which Termination Value is being paid and the denominator of which shall be Lessor's Cost for all Railcars in such Railcar Group subject to the Lease immediately before the exercise of such voluntary termination, by application of Termination Value in an amount equal to 100% of the principal amount of the Series A Notes issued in respect of a particular Railcar Group to be redeemed, together with accrued and unpaid interest thereon to the Redemption Date and, if such redemption occurs on or before January 3, 2004, the Premium calculated as of such Redemption Date.

(c) Redemption in the Event of Refinancing. All but not less than all of the Series A Notes shall be subject to redemption and shall be redeemed in whole in the event the Series A Notes are refinanced pursuant to Section 20 of the Participation Agreement in an amount equal to 100% of the principal amount of the Series A Notes to be redeemed, together with accrued and unpaid interest thereon to the Redemption date and, if such redemption occurs on or before January 3, 2004, the Premium calculated as of such Redemption Date.

(d) Redemption in Event of Purchase of Railcars. Each Series A Note issued in respect of a particular Railcar Group may be subject to redemption and may be redeemed in part in the event of the purchase of any Railcar by the Lessee pursuant to Section 2(e) of the Lease, by payment to the Holder

thereof in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Series A Note applicable to the Railcar Group which includes such Railcar, by a fraction, the numerator of which shall be Lessor's Cost of the Railcar which is being purchased by the Lessee and the denominator of which shall be Lessor's Cost for all Railcars in such Railcar Group subject to the Lease immediately before the exercise of such purchase option, by application of such purchase price in an amount equal to 100% of the principal amount of the Series A Notes issued in respect of particular Railcar Group to be redeemed, together with accrued and unpaid interest thereon to the Redemption Date.

(e) Mandatory Partial Redemption. The Series A Notes shall be subject to redemption and shall be redeemed in part on each January 3 and July 3 specified in Schedule A (in the case of Notes issued in respect of Railcar Group A) or Schedule B (in the case of Notes issued in respect of Railcar Group B) thereto attached in each case in the respective percentages of the original principal amount thereof provided in such Schedule 2A or 2B, by payment of an amount equal to 100% of that portion of the principal amount of the Series A Notes to be redeemed on each such date, together with accrued and unpaid interest thereon to the Redemption Date.

8. The Form of Series A Note in Section 202 of the Indenture shall be amended as set forth in Exhibit D.

9. Section 201 of the Indenture is hereby deleted in its entirety and replaced by the following section:

SECTION 201. Notes Issuable in Series.
The Notes issuable hereunder shall be the Series A Notes and such additional series of Notes as may be issued as Additional Notes pursuant to Article III hereof. All Notes issued hereunder shall be designated generally "Series A Notes Due January 3, 2011". Each Note shall bear upon the face thereof the designation so selected for

the series to which it belongs. All Notes of any one series at any time simultaneously Outstanding shall be identical with respect to the date of maturity (unless they are of serial maturities), the rate of interest (unless they are of serial maturities), which may be a floating rate, and the dates of interest payments, the terms and rate or rates of optional redemption, if optionally redeemable, and the terms of required redemption or analogous provisions, if any. The terms and provisions of any series of Notes other than the Series A Notes shall be set forth in a supplemental indenture (and, where appropriate, the Notes issued thereunder) which may also contain such provisions not inconsistent with this Indenture as the Owner Trustee, with the consent of the Lessee, may in its discretion cause to be inserted therein. Each Note issued and authenticated hereunder (regardless of series) shall rank pari passu in security and right of payment with all other Notes issued and authenticated hereunder. The Series A Notes shall be issued in denominations of not less than \$100,000, provided, however, originally issued Series A Notes may be issued in denominations of less than \$100,000 and any Notes issued upon registration of transfer of such Series A Notes shall be in denominations not less than such Series A Notes. Principal and interest on the Series A Notes shall be payable as provided in the form set forth in Section 202 and the amortization schedule for the Series A Notes issued in respect of Railcar Group A shall be Schedule 2A thereto and the amortization schedule for Series A Notes issued in respect of Railcar Group B shall be Schedule 2B thereto.

10. Sections 204 and 205 of the Indenture are hereby deleted in their entirety and replaced by the following sections:

SECTION 204. Registration, Restrictions on Transfer and Exchange Of Notes. The Indenture Trustee shall keep a register for the registration of Notes. Registration of transfer of Notes may be effected only as set forth in this Section 204. Such register is herein

sometimes referred to as the "Note Register". The Indenture Trustee shall act as the agent of the Owner Trustee with respect to the Note Register.

All Notes issued hereunder shall be endorsed with a legend which shall read substantially as follows:

This Note has not been registered under the Securities Act of 1933 and may not be transferred, sold or offered for sale in violation of such Act.

Upon surrender for registration of transfer of any Note issued in respect of a particular Railcar Group to the Indenture Trustee and satisfaction of the other requirements of this Section 204, the Owner Trustee shall execute, and the Indenture Trustee shall (i) authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of the same series in respect of such Railcar Group, of any authorized denominations and of a like aggregate principal amount and (ii) register such transfer on the Note Register maintained by it.

At the option of the Holder, Notes issued in respect of a particular Railcar Group may be exchanged for other Notes of the same series in respect of such particular Railcar Group, of any denomination and of like aggregate principal amounts upon surrender to the Indenture Trustee of the Notes to be exchanged. Whenever any Notes are so surrendered for exchange, the Owner Trustee shall execute, and the Indenture Trustee shall authenticate and deliver, the Notes which the Holder making the exchange is entitled to receive.

All Notes issued upon any transfer or exchange of Notes shall be the valid obligations of the Owner trustee, evidencing the same obligations, and entitled to the same security and benefits under this Indenture, as the Notes surrendered upon such transfer or exchange.

Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee and the Owner Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any transfer or exchange of Notes, but the Indenture Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes.

The Indenture Trustee shall not be required to issue, transfer or exchange any Note during a period beginning at the opening of business five Business Days before any date on which interest or principal is to be paid and any Redemption Date.

SECTION 205. Mutilated, Destroyed, Lost and Stolen Notes. If (i) any mutilated Note issued in respect of a particular Railcar Group is surrendered to the Indenture Trustee, or if satisfactory evidence of the destruction, loss or theft of any Note is presented to the Indenture Trustee and the Owner Trustee and (ii) there is delivered to the Indenture Trustee and the Owner Trustee such security or indemnity as may be reasonably required by either of them to save each of them harmless, then, in the absence of notice to the Indenture Trustee or the Owner Trustee that such Note has been acquired by a bona fide purchaser, the Owner Trustee shall execute and the Indenture Trustee shall authenticate and deliver, in exchange for any such mutilated Note, or in lieu of any such destroyed, lost or stolen Note, a new Note of the same series in respect of such particular Railcar Group and of like tenor and principal amount; provided, however, that if the Holder of such Note is an original party to the Participation Agreement or a nominee for such an original party, the written undertaking of such party signed by the President, any Vice President, any Assistant Vice President or any investment officer thereof and delivered to the

Indenture Trustee and the Owner Trustee shall be sufficient security and indemnity.

Upon the issuance of any new Note under this Section, the Indenture Trustee or the Owner Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

Every new Note issued pursuant to this Section in lieu of any destroyed, lost or stolen Note shall constitute an original additional contractual obligation hereunder, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone, and each such new Note shall be entitled to all the security and benefits of the Note so destroyed, lost or stolen, equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement of mutilated, destroyed, lost or stolen Notes.

11. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 4 to the same extent as if fully set forth herein.

12. This Lease and Indenture Supplement No. 4 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.

13. This Lease and Indenture Supplement No. 4 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.

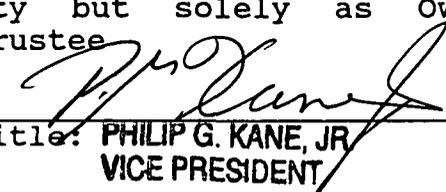
IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 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

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

By

Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 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

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

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 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

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

By *Kathleen A. Kelly*
Title: ACCOUNT OFFICER

Receipt of this original counterpart of this Lease and Indenture Supplement No. 4 is hereby acknowledged this ___ day of July, 1990.

MERIDIAN TRUST COMPANY,
as Indenture Trustee

By _____
Title:

CONNECTICUT

STATE OF NEW YORK)

COUNTY OF NEW YORK)

HARTFORD

ss.: HARTFORD

On this _____ day of July, 1990, before me personally appeared P. G. KAWE, JR., to be personally known, who, being by me duly sworn, says that he is Vice President of The Connecticut National 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.


Notary Public

My Commission Expires:

[Notary Seal]

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1995

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

June

On this 21st day of ~~July~~, 1990, 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.

Beulah M. McCauley
Notary Public

My Commission Expires: 7-1-90

[Notary Seal]



1114

SCHEDULE 1A
to
Lease

BASIC RENT
(COAL CARS)

<u>Payment Date</u>		<u>Percentage of Lessor's Cost</u>
July 3, 1990		4.009025307
January 3, 1991		4.949730000
July 3, 1991		3.960397800
January 3, 1992		4.998357520
July 3, 1992		3.906785973
January 3, 1993		5.051969347
July 3, 1993		3.847678920
January 3, 1994		5.111076400
July 3, 1994		3.782513413
January 3, 1995		5.176241907
July 3, 1995		3.710668427
January 3, 1996		5.248086893
July 3, 1996		3.623334573
January 3, 1997		5.335420747
July 3, 1997		3.536006560
January 3, 1998		5.422748747
July 3, 1998		3.955616547
January 3, 1999	5.003138760	(in arrears)
January 3, 1999	7.126225320	(in advance)
July 3, 1999		3.823364480
January 3, 2000		7.132765453
July 3, 2000		3.816824360
January 3, 2001		7.424782280
July 3, 2001		3.524807520
January 3, 2002		7.539929093
July 3, 2002		3.409660693
January 3, 2003		7.662612413
July 3, 2003		3.286977387
January 3, 2004		7.793329053
July 3, 2004		3.156260733
January 3, 2005		7.940125107
July 3, 2005		3.009464680
January 3, 2006		9.411063907
July 3, 2006		1.538525893
January 3, 2007		9.677010360
July 3, 2007		1.272579440
January 3, 2008		9.966672187
July 3, 2008		0.982917613

EXHIBIT A

Schedule 1A
page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 2009	10.281386587
July 3, 2009	0.668203200
January 3, 2010	10.605953747
July 3, 2010	0.343636040
January 3, 2011	10.438892853
July 3, 2011	0.510696933

SCHEDULE 1B
to
Lease

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 3, 1990	4.000422978
January 3, 1991	4.830528967
July 3, 1991	3.957802000
January 3, 1992	4.873149956
July 3, 1992	3.910812367
January 3, 1993	4.920139578
July 3, 1993	3.859006300
January 3, 1994	4.971945656
July 3, 1994	3.801890111
January 3, 1995	5.029061844
July 3, 1995	3.737396578
January 3, 1996	5.093555367
July 3, 1996	3.667971489
January 3, 1997	5.162980456
July 3, 1997	3.591430333
January 3, 1998	5.239521622
July 3, 1998	3.636786111
January 3, 1999	5.194165844
July 3, 1999	4.020152889
January 3, 2000	4.810799067 (in arrears)
January 3, 2000	7.026833767 (in advance)
July 3, 2000	3.766551944
January 3, 2001	7.139031033
July 3, 2001	3.654354689
January 3, 2002	7.252644044
July 3, 2002	3.540741678
January 3, 2003	7.373894556
July 3, 2003	3.419491167
January 3, 2004	7.503296811
July 3, 2004	3.290088911
January 3, 2005	7.641398422
July 3, 2005	3.151987289
January 3, 2006	7.788783767
July 3, 2006	3.004601956
January 3, 2007	7.946076411
July 3, 2007	2.847309300
January 3, 2008	9.107545700
July 3, 2008	1.685840022

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 2009	9.568030667
July 3, 2009	1.225355056
January 3, 2010	10.307515867
July 3, 2010	0.485869856
January 3, 2011	10.517736544
July 3, 2011	0.275649178

SCHEDULE 2B (Hopper Cars)
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed* as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>
January 3, 1991	1.065817630	5.125000000	6.190817630
July 3, 1991	0.000000000	5.070376846	5.070376846
January 3, 1992	1.175063941	5.070376846	6.245440787
July 3, 1992	0.000000000	5.010154819	5.010154819
January 3, 1993	1.295507983	5.010154819	6.305662802
July 3, 1993	0.000000000	4.943760035	4.943760035
January 3, 1994	1.428297558	4.943760035	6.372057593
July 3, 1994	0.000000000	4.870559786	4.870559786
January 3, 1995	1.574698051	4.870559786	6.445257837
July 3, 1995	0.000000000	4.789856510	4.789856510
January 3, 1996	1.736104612	4.789856510	6.525961122
July 3, 1996	0.000000000	4.700881149	4.700881149
January 3, 1997	1.914055323	4.700881149	6.614936472
July 3, 1997	0.000000000	4.602785814	4.602785814
January 3, 1998	2.110245998	4.602785814	6.713031812
July 3, 1998	0.000000000	4.494635706	4.494635706
January 3, 1999	2.031217850	4.494635706	6.525853556
July 3, 1999	0.000000000	4.390535792	4.390535792
January 3, 2000	10.484982053	4.390535792	14.875517845
July 3, 2000	0.000000000	3.853180461	3.853180461
January 3, 2001	4.005037370	3.853180461	7.858217831
July 3, 2001	0.000000000	3.647922296	3.647922296
January 3, 2002	4.290195433	3.647922296	7.938117729
July 3, 2002	0.000000000	3.428049780	3.428049780
January 3, 2003	4.577835035	3.428049780	8.005884815
July 3, 2003	0.000000000	3.193435735	3.193435735
January 3, 2004	4.884757669	3.193435735	8.078193404
July 3, 2004	0.000000000	2.943091904	2.943091904
January 3, 2005	5.212258040	2.948091904	8.155349944
July 3, 2005	0.000000000	2.675963680	2.675963680

* Principal and Interest have been paid through July 3, 1990.

EXHIBIT B

Schedule 2B (Hopper Cars)
page 2

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>
January 3, 2006	5.561715791	2.675963680	8.237679471
July 3, 2006	0.000000000	2.390925745	2.390925745
January 3, 2007	5.934603072	2.309025745	8.325528817
July 3, 2007	0.000000000	2.086777338	2.086777338
January 3, 2008	6.765141252	2.086777338	8.851918590
July 3, 2008	0.000000000	1.740063849	1.740063849
January 3, 2009	10.166225615	1.740063849	11.906289464
July 3, 2009	0.000000000	1.219044786	1.219044786
January 3, 2010	11.636152240	1.219044786	12.855197026
July 3, 2010	0.000000000	0.622691984	0.622691984
January 3, 2011	12.150087484	0.622691984	12.772779468

SCHEDULE 2A (Coal Cars)
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed* as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>
January 3, 1991	1.215414122	5.125000000	6.340414122
July 3, 1991	0.000000000	5.062710026	5.062710026
January 3, 1992	1.339994078	5.062710026	6.402704104
July 3, 1992	0.000000000	4.994035330	4.994035330
January 3, 1993	1.477343461	4.994035330	6.471378791
July 3, 1993	0.000000000	4.918321477	4.918321477
January 3, 1994	1.628771177	4.918321477	6.547092654
July 3, 1994	0.000000000	4.834846955	4.834846955
January 3, 1995	1.795720219	4.834846955	6.630567174
July 3, 1995	0.000000000	4.742816293	4.742816293
January 3, 1996	1.979781541	4.742816293	6.722597834
July 3, 1996	0.000000000	4.641352489	4.641352489
January 3, 1997	2.182709157	4.641352489	6.824061646
July 3, 1997	0.000000000	4.529488645	4.529488645
January 3, 1998	2.218717705	4.529488645	6.748206350
July 3, 1998	0.000000000	4.415779363	4.415779363
January 3, 1999	10.688804725	4.415779363	15.104584088
July 3, 1999	0.000000000	3.867978121	3.867978121
January 3, 2000	4.102477220	3.867978121	7.970455341
July 3, 2000	0.000000000	3.657726163	3.657726163
January 3, 2001	4.391678881	3.657726163	8.049405044
July 3, 2001	0.000000000	3.432652620	3.432652620
January 3, 2002	4.685769990	3.432652620	8.118422610
July 3, 2002	0.000000000	3.192506908	3.192506908
January 3, 2003	4.999553338	3.192506908	8.192060246
July 3, 2003	0.000000000	2.936279800	2.936279800
January 3, 2004	5.334349239	2.936279800	8.270629039
July 3, 2004	0.000000000	2.662894401	2.662894401
January 3, 2005	5.701192870	2.662894401	8.364087271
July 3, 2005	0.000000000	2.370708267	2.370708267

* Principal and Interest have been paid through July 3, 1990.

EXHIBIT BSchedule 2A (Coal Cars)
page 2

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)</u>
January 3, 2006	7.803232325	2.370708267	10.173940592
July 3, 2006	0.000000000	1.970792610	1.970792610
January 3, 2007	6.647164881	1.970792610	8.617957491
July 3, 2007	0.000000000	1.630125410	1.630125410
January 3, 2008	7.239915691	1.630125410	8.870041101
July 3, 2008	0.000000000	1.259079731	1.259079731
January 3, 2009	7.866089265	1.259079731	9.125168996
July 3, 2009	0.000000000	0.855942656	0.855942656
January 3, 2010	8.112352769	0.855942656	8.968295425
July 3, 2010	0.000000000	0.440184576	0.440184576
January 3, 2011	8.588967346	0.440184576	9.029151922

SCHEDULE 2A
to
Lease and Indenture
Supplement Nos. 1, 2 and 3

STIPULATED LOSS VALUE
(COAL 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, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 3, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 3, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 3, 1999, 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 Coal Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1990	110.30328486
July 3, 1990	111.85791780
January 3, 1991	112.22704499
July 3, 1991	113.33967664
January 3, 1992	113.24338308
July 3, 1992	114.05038832
January 3, 1993	113.59692707
July 3, 1993	114.19434552
January 3, 1994	113.43685071
July 3, 1994	113.85974359
January 3, 1995	112.79216885
July 3, 1995	113.03678249
January 3, 1996	111.66992323
July 3, 1996	111.80110398
January 3, 1997	110.21054059
July 3, 1997	110.33852617
January 3, 1998	108.61295762
July 3, 1998	108.28891613
January 3, 1999	106.91662193
January 3, 1999	106.91662193
July 3, 1999	103.01743911
January 3, 2000	102.43978318
July 3, 2000	98.39715264
January 3, 2001	97.68448161
July 3, 2001	93.18306652
January 3, 2002	92.61123315
July 3, 2002	87.83310426
January 3, 2003	87.21609097
July 3, 2003	82.14391431
January 3, 2004	81.47957266
July 3, 2004	76.09500409
January 3, 2005	75.38118266
July 3, 2005	69.65685267
January 3, 2006	68.89910605
July 3, 2006	61.43349403
January 3, 2007	61.98451408
July 3, 2007	54.03049261
January 3, 2008	54.63576498
July 3, 2008	46.15971407
January 3, 2009	46.83437400
July 3, 2009	37.80092885
January 3, 2010	38.56128172
July 3, 2010	28.94093887
January 3, 2011	29.77701112
July 3, 2011	20.08719144
January 3, 2012	20.49365197

SCHEDULE 2B
to
Lease and Indenture
Supplement Nos. 1, 2 and 3

STIPULATED LOSS VALUE
(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, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 3, 2000, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 3, 2000, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 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 3, 2000, 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 Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1990	109.18297271
July 3, 1990	110.80685885
January 3, 1991	111.34285558
July 3, 1991	112.49670043
January 3, 1992	112.55059280
July 3, 1992	113.37293890
January 3, 1993	113.05943336
July 3, 1993	113.65244672
January 3, 1994	113.03769349
July 3, 1994	113.44959011
January 3, 1995	112.53427901
July 3, 1995	112.75887300
January 3, 1996	111.53810481
July 3, 1996	111.60962788
January 3, 1997	110.15797359
July 3, 1997	110.19340121
January 3, 1998	108.60454155
July 3, 1998	108.56105215
January 3, 1999	106.98180851
July 3, 1999	106.51901205
January 3, 2000	105.25355788
January 3, 2000	105.25355788
July 3, 2000	101.38072678
January 3, 2001	100.78528813
July 3, 2001	96.65251640
January 3, 2002	96.02508225
July 3, 2002	91.62390358
January 3, 2003	90.95668003
July 3, 2003	86.26967478
January 3, 2004	85.56070034
July 3, 2004	80.56940315
January 3, 2005	79.81666160
July 3, 2005	74.50144649
January 3, 2006	73.70287024
July 3, 2006	68.04288127
January 3, 2007	67.19635689
July 3, 2007	61.16943512
January 3, 2008	60.27281033
July 3, 2008	52.79007719
January 3, 2009	52.84189642
July 3, 2009	44.72170687
January 3, 2010	45.08620053
July 3, 2010	36.04597808
January 3, 2011	37.02184248
July 3, 2011	27.63138499
January 3, 2012	28.68810985

SCHEDULE 3A
to
Lease and Indenture
Supplement Nos. 1, 2 and 3

TERMINATION VALUE
(COAL 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, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 3, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 3, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 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 3, 1999, 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 Coal Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1997	109.47773059
July 3, 1997	109.56357969
January 3, 1998	107.79249020
July 3, 1998	107.41974559
January 3, 1999	105.99628998
January 3, 1999	105.99628998
July 3, 1999	102.04245703
January 3, 2000	101.40666669
July 3, 2000	97.30262239
January 3, 2001	96.52487957
July 3, 2001	91.95526774
January 3, 2002	91.31065310
July 3, 2002	86.45617380
January 3, 2003	85.75775363
July 3, 2003	80.60012467
January 3, 2004	79.84475886
July 3, 2004	74.36454635
January 3, 2005	73.54894409
July 3, 2005	67.71759421
January 3, 2006	66.84602673
July 3, 2006	59.26057473
January 3, 2007	59.68027265
July 3, 2007	51.59198394
January 3, 2008	52.05036971
July 3, 2008	43.42358053
January 3, 2009	43.93359212
July 3, 2009	34.73064307
January 3, 2010	35.30611595
July 3, 2010	25.49587941
January 3, 2011	26.12513951
July 3, 2011	16.22120781
January 3, 2012	16.39637053

SCHEDULE 3B
to
Lease and Indenture
Supplement Nos. 1, 2 and 3

TERMINATION VALUE
(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, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 3, 2000, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 3, 2000, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 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 3, 2000, 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 Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1997	110.15797359
July 3, 1997	110.19340121
January 3, 1998	108.60454155
July 3, 1998	108.56105215
January 3, 1999	106.98180851
July 3, 1999	106.51901205
January 3, 2000	105.25355788
January 3, 2000	105.25355788
July 3, 2000	101.38072678
January 3, 2001	100.78528813
July 3, 2001	96.65251640
January 3, 2002	96.02508225
July 3, 2002	91.62390358
January 3, 2003	90.95668003
July 3, 2003	86.26967478
January 3, 2004	85.56070034
July 3, 2004	80.56940315
January 3, 2005	79.81666160
July 3, 2005	74.50144649
January 3, 2006	73.70287024
July 3, 2006	68.04288127
January 3, 2007	67.19635689
July 3, 2007	61.16943512
January 3, 2008	60.27281033
July 3, 2008	52.79007719
January 3, 2009	52.84189642
July 3, 2009	44.72170687
January 3, 2010	45.08620053
July 3, 2010	36.04597808
January 3, 2011	37.02184248
July 3, 2011	27.63138499
January 3, 2012	28.68810985