

16767
FILED 1423

0-046A001

New No.
A
- B

FEB 15 1990 - 8 50 AM

WHITE & CASE

INTERSTATE COMMERCE COMMISSION
174 N. ST. 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

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

TELEX 126201
16767

RECORDATION NO. FILED 1423

DME:MJJ

FEB. 15 1990 - 8 50 AM

February 15, 1990

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 16767 FILED 1423

FEB 15 1990 - 8 50 AM
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. 12, dated as of February 12, 1990, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank *Lessor*
777 Main Street
Hartford, CT 06115

New No.

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

The second document, Indenture and Security Agreement No. 12, dated as of February 12, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

- A

J. Kennedy
Amby

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

The third document, Lease and Indenture Supplement No. 1, dated February 15, 1990, 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 and 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of ⁴⁴⁵~~15~~.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

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

Lease Agreement No. 12 dated as of February 12, 1990, 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 74 Railcars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 12, dated as of February 12, 1990, 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,

- B

covering up to 74 Railcars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 1 and Amendment, dated February 12, 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 Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 74 Railcars identified by the Lessee in Annex 1 thereto.

Very truly yours,

A handwritten signature in black ink, appearing to read "David M. Eisenberg", with a large, stylized flourish at the end.

David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.
Susan J. Scheman, Esq.

FEB 15 1990 -8 50 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated February 15, 1990

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
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF FEBRUARY 12, 1990. 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 FEBRUARY 15, 1990
AT :__ .M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated February 15, 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. 12 dated as of February 12, 1990 (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. 12 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 12 (the "Lease") dated as of February 12, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 12 (the "Indenture"), each dated as of February 12, 1990 (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 the 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 \$2,261,800 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper 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 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.

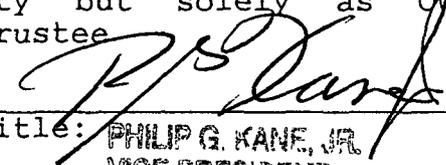
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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:

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND 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. 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

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND 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. 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:

[Corporate Seal]

Attest:

By: *[Signature]*
Title: Corporate Trust Officer

Indenture Trustee

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

By *[Signature]*
Title: Vice President

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this ___ day of February, 1990.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Indenture Trustee

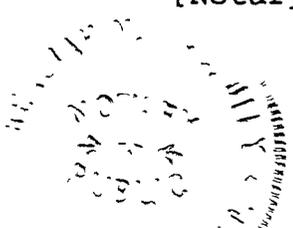
By _____
Title:

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

On this 12TH day of February, 1990, before me personally appeared R.B. AFTOORA, to me 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. McLawley
Notary Public

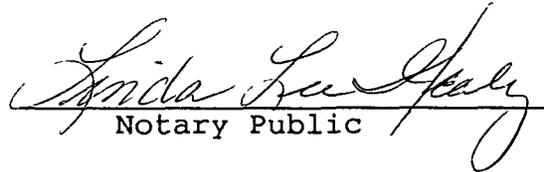
My Commission Expires: 7-1-90
[Notary Seal]



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

February

On this 12 th day of /_____, 1990, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, 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: July 1, 1990

[Notary Seal]

SCHEDULE 1
to
Lease and Indenture
Supplement No. 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>
66	*	\$30,900	\$2,039,400

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>
8	*	\$27,800	\$222,400

* See table attached hereto as Exhibit A.

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 a payment of Stipulated Loss Value in respect of a Unit occurs, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable 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>
June 15, 1990	105.18657975
December 15, 1990	106.47129487
June 15, 1991	104.87330440
December 15, 1991	105.71687386
June 15, 1992	103.62603174
December 15, 1992	104.18550124
June 15, 1993	101.58619227
December 15, 1993	101.95634547
June 15, 1994	98.90575659
December 15, 1994	99.15925489
June 15, 1995	95.68842262
December 15, 1995	95.85401207
June 15, 1996	91.93498341
December 15, 1996	92.01565739
June 15, 1997	85.29178801
December 15, 1997	85.36924935
June 15, 1998	78.00790609
December 15, 1998	78.10843724
June 15, 1999	70.21067001
December 15, 1999	70.32083669
June 15, 2000	61.89402820
December 15, 2000	62.01452204
June 15, 2001	53.02545380
December 15, 2001	53.24425590
June 15, 2002	43.60454046
December 15, 2002	43.99507919
June 15, 2003	33.63100578
December 15, 2003	34.23027831
June 15, 2004	23.11999878

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(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 a payment of Stipulated Loss Value in respect of a Unit occurs, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	105.30017268
December 15, 1990	106.64424681
June 15, 1991	105.04725820
December 15, 1991	105.94126525
June 15, 1992	103.84975537
December 15, 1992	104.42170994
June 15, 1993	101.84316861
December 15, 1993	102.22503105
June 15, 1994	99.19448980
December 15, 1994	99.45796740
June 15, 1995	96.00627180
December 15, 1995	96.18024674
June 15, 1996	92.27988626
December 15, 1996	92.36757150
June 15, 1997	85.64924943
December 15, 1997	85.73415898
June 15, 1998	78.37676851
December 15, 1998	78.48521946
June 15, 1999	70.58320676
December 15, 1999	70.70216684
June 15, 2000	62.25896152
December 15, 2000	62.38920318
June 15, 2001	53.37079531
December 15, 2001	53.60882348
June 15, 2002	43.92737124
December 15, 2002	44.33925904
June 15, 2003	33.93460429
December 15, 2003	34.56321276
June 15, 2004	23.42000000

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 a payment of Termination Value in respect of a Unit occurs, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable 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>
June 15, 1990	104.33843547
December 15, 1990	105.58276349
June 15, 1991	103.94246276
December 15, 1991	104.74170723
June 15, 1992	102.60442944
December 15, 1992	103.11525208
June 15, 1993	100.46497979
December 15, 1993	100.78174288
June 15, 1994	97.67522155
December 15, 1994	97.87012400
June 15, 1995	94.33790565
December 15, 1995	94.43918593
June 15, 1996	90.45278581
December 15, 1996	90.46288022
June 15, 1997	83.66507040
December 15, 1997	83.66507040
June 15, 1998	76.22257722
December 15, 1998	76.23809424
June 15, 1999	68.25126466
December 15, 1999	68.26812800
June 15, 2000	59.74357324
December 15, 2000	59.76166631
June 15, 2001	50.66532115
December 15, 2001	50.77173801
June 15, 2002	41.01428575
December 15, 2002	41.28148124
June 15, 2003	30.78819120
December 15, 2003	31.25209406
June 15, 2004	19.99999878

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(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 a payment of Termination Value in respect of a Unit occurs, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	104.37047605
December 15, 1990	105.67027972
June 15, 1991	104.02691256
December 15, 1991	104.87233259
June 15, 1992	102.72992208
December 15, 1992	103.24855221
June 15, 1993	100.61414723
December 15, 1993	100.93748590
June 15, 1994	97.84563408
December 15, 1994	98.04488161
June 15, 1995	94.52589743
December 15, 1995	94.62937962
June 15, 1996	90.65516966
December 15, 1996	90.66548883
June 15, 1997	83.86611666
December 15, 1997	83.86611666
June 15, 1998	76.41977340
December 15, 1998	76.43503579
June 15, 1999	68.43539705
December 15, 1999	68.45208232
June 15, 2000	59.90173204
December 15, 2000	59.91972671
June 15, 2001	50.78372683
December 15, 2001	50.89856349
June 15, 2002	41.08805357
December 15, 2002	41.36473821
June 15, 2003	30.81844216
December 15, 2003	31.29866464
June 15, 2004	20.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.91600000
June 15, 1991	6.69219736
December 15, 1991	3.91228415
June 15, 1992	6.69591320
December 15, 1992	3.77602551
June 15, 1993	6.83217185
December 15, 1993	3.62642715
June 15, 1994	6.98177021
December 15, 1994	3.46218310
June 15, 1995	7.14601425
December 15, 1995	3.28185957
June 15, 1996	7.32633779
December 15, 1996	3.08388236
June 15, 1997	9.88169219
December 15, 1997	2.75112957
June 15, 1998	10.21444498
December 15, 1998	2.44868290
June 15, 1999	10.51689164
December 15, 1999	2.17636748
June 15, 2000	10.78920707
December 15, 2000	1.88724823
June 15, 2001	11.07832632
December 15, 2001	1.50770185
June 15, 2002	11.45787270
December 15, 2002	1.05127677
June 15, 2003	11.91429778
December 15, 2003	0.55016768
June 15, 2004	12.41540687

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.91600000
June 15, 1991	6.75317539
December 15, 1991	3.91600000
June 15, 1992	6.75317539
December 15, 1992	3.81064004
June 15, 1993	6.85853535
December 15, 1993	3.66144556
June 15, 1994	7.00772983
December 15, 1994	3.49764495
June 15, 1995	7.17153044
December 15, 1995	3.31780825
June 15, 1996	7.35136714
December 15, 1996	3.12036554
June 15, 1997	9.91973771
December 15, 1997	2.78753627
June 15, 1998	10.25256698
December 15, 1998	2.48015491
June 15, 1999	10.55994834
December 15, 1999	2.20114458
June 15, 2000	10.83895867
December 15, 2000	1.90488458
June 15, 2001	11.13521868
December 15, 2001	1.51379108
June 15, 2002	11.52631217
December 15, 2002	1.05552261
June 15, 2003	11.98458064
December 15, 2003	0.55238966
June 15, 2004	12.48771359

<u>Car Type</u>	<u>New Initial</u>	<u>New Number</u>	<u>Orig Number</u>	<u>Orig Number</u>
100-ton Woodchip Hopper	CSXT	432560	SCL	195580
	CSXT	432574	SCL	195594
	CSXT	432576	SCL	195596
	CSXT	432578	SCL	195598
	CSXT	432660	SCL	195012
	CSXT	432751	SCL	195103
	CSXT	432798	SCL	195150
	CSXT	432864	SCL	195216

Car Type Total: 8

Open Top Hopper	CSXT	810881	CO	061604
	CSXT	811012	CO	061736
	CSXT	811030	CO	061757
	CSXT	811035	CO	061762
	CSXT	811100	CO	061832
	CSXT	811123	CO	061859
	CSXT	811166	CO	061905
	CSXT	811204	CO	061945
	CSXT	811221	CO	061963
	CSXT	811281	CO	062024
	CSXT	811333	CO	062079
	CSXT	811336	CO	062082
	CSXT	811361	CO	062109
	CSXT	811391	CO	062140
	CSXT	811453	CO	062208
	CSXT	811462	CO	062217
	CSXT	811526	CO	062284
	CSXT	811527	CO	062285
	CSXT	811547	CO	062306
	CSXT	811548	CO	062307
	CSXT	811572	CO	062332
	CSXT	811584	CO	062344
	CSXT	811588	CO	062349
	CSXT	811594	CO	062355
	CSXT	811644	CO	062408
	CSXT	811646	CO	062410
	CSXT	811673	CO	062442
	CSXT	811701	CO	062472
	CSXT	811888	CO	062665
	CSXT	811906	CO	062683
	CSXT	813065	CO	077179
	CSXT	813180	CO	077301

<u>Car Type</u>	<u>New Initial</u>	<u>New Number</u>	<u>Orig Number</u>	<u>Orig Number</u>
CSXT		813229	CO	077352
CSXT		813309	CO	077433
CSXT		813337	CO	077463
CSXT		813443	CO	077578
CSXT		813450	CO	077585
CSXT		813455	CO	077590
CSXT		813480	CO	077615
CSXT		813482	CO	077617
CSXT		813507	CO	077642
CSXT		813518	CO	077653
CSXT		813649	CO	077787
CSXT		813986	CO	078141
CSXT		814049	CO	078205
CSXT		814084	CO	078240
CSXT		814156	CO	078319
CSXT		814418	CO	078599
CSXT		814452	CO	078633
CSXT		814504	CO	078689
CSXT		814608	CO	078799
CSXT		814613	CO	078806
CSXT		814658	CO	078851
CSXT		814738	CO	078937
CSXT		814747	CO	078947
CSXT		814756	CO	078956
CSXT		814801	WM	063817
CSXT		814810	WM	063708
CSXT		814843	WM	063746
CSXT		814857	WM	063761
CSXT		814898	WM	063803
CSXT		814917	WM	063823
CSXT		814927	WM	063833
CSXT		814932	WM	063838
CSXT		814958	WM	063866
CSXT		814976	WM	063886

Car Type Total: 66

GRAND TOTAL: 74