

THELEN, MARRIN, JOHNSON & BRIDGES

ATTORNEYS AT LAW

330 MADISON AVENUE  
NEW YORK, NEW YORK 10017-5001

(212) 297-3200

FAX (212) 972-6569

WASHINGTON, D C  
HONG KONG  
SAN JOSE  
HOUSTON

SAN FRANCISCO  
LOS ANGELES  
OAKLAND  
ORANGE COUNTY

16767C  
RECORDED 99 FILED 105

DEC 6 1990 -1 <sup>00</sup> PM # 15

MARK S PETERS

November 19, 1990  
INTERSTATE COMMERCE COMMISSION

16767-C

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

0-340A025

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

Lease and Indenture Supplement No. 2 and Amendment, dated as of June 15, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 2 and Amendment is connected are recorded under Recordation No. 16767 and No. 16767-A. 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

PNC Leasing Corp.  
Fifth & Wood Street  
Pittsburgh, PA 15265

*Handwritten note on left margin:*  
1 - Original  
2 - Copy  
3 - Copy  
4 - Copy  
5 - Copy  
6 - Copy  
7 - Copy  
8 - Copy  
9 - Copy  
10 - Copy  
11 - Copy  
12 - Copy  
13 - Copy  
14 - Copy  
15 - Copy  
16 - Copy  
17 - Copy  
18 - Copy  
19 - Copy  
20 - Copy  
21 - Copy  
22 - Copy  
23 - Copy  
24 - Copy  
25 - Copy  
26 - Copy  
27 - Copy  
28 - Copy  
29 - Copy  
30 - Copy  
31 - Copy  
32 - Copy  
33 - Copy  
34 - Copy  
35 - Copy  
36 - Copy  
37 - Copy  
38 - Copy  
39 - Copy  
40 - Copy  
41 - Copy  
42 - Copy  
43 - Copy  
44 - Copy  
45 - Copy  
46 - Copy  
47 - Copy  
48 - Copy  
49 - Copy  
50 - Copy  
51 - Copy  
52 - Copy  
53 - Copy  
54 - Copy  
55 - Copy  
56 - Copy  
57 - Copy  
58 - Copy  
59 - Copy  
60 - Copy  
61 - Copy  
62 - Copy  
63 - Copy  
64 - Copy  
65 - Copy  
66 - Copy  
67 - Copy  
68 - Copy  
69 - Copy  
70 - Copy  
71 - Copy  
72 - Copy  
73 - Copy  
74 - Copy  
75 - Copy  
76 - Copy  
77 - Copy  
78 - Copy  
79 - Copy  
80 - Copy  
81 - Copy  
82 - Copy  
83 - Copy  
84 - Copy  
85 - Copy  
86 - Copy  
87 - Copy  
88 - Copy  
89 - Copy  
90 - Copy  
91 - Copy  
92 - Copy  
93 - Copy  
94 - Copy  
95 - Copy  
96 - Copy  
97 - Copy  
98 - Copy  
99 - Copy  
100 - Copy

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee  
November 19, 1990  
Page 2

A description of the equipment covered by the document follows: Open Top Hopper Cars and 100-Ton Woodchip Hopper Cars.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Commission for recordation.

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

Lease and Indenture Supplement No. 2 and Amendment, dated as of June 15, 1990, among The Connecticut National Bank, not in its individual capacity but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, and PNC Leasing Corp.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES



Mark S. Peters

Enc.  
0045P

16767C  
RECORDATION NO. \_\_\_\_\_ FILED NO. \_\_\_\_\_

DEC 6 1990 -1 43 PM

Trust No. 12

INTERSTATE COMMERCE COMMISSION

**LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT**

Dated as of June 15, 1990

Among

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

**CSX TRANSPORTATION, INC.,**  
as 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 HOPPERCARS**

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE 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. 12 DATED AS OF MARCH 12, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT 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. 2 AND AMENDMENT 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 NOVEMBER \_\_, 1990  
AT \_\_: \_\_ .M., RECORDATION NUMBER \_\_\_\_\_

THIS LEASE AND INDENTURE SUPPLEMENT No. 2 AND AMENDMENT (this "Supplement"), dated as of June 15, 1990 among The Connecticut National Bank, a national banking association but solely as Owner Trustee under that certain Trust Agreement No. 12 dated as of March 12, 1990 (the "Trust Agreement") ("Lessor" or "Owner Trustee"), 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 and Lessee have entered into the Lease Agreement No. 12 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 12 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 12 (the "Indenture"), each dated as of March 12, 1990, relating to the lease financing of certain Railcars described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

WHEREAS, Lessor, Lessee and the Indenture Trustee have executed Lease and Indenture Supplement No. 1 ("Supplement No. 1") dated February 15, 1990, wherein the Stipulated Loss Values, Termination Values and Basic Rents applicable in respect of the Railcars are set forth therein;

WHEREAS, Section 9(f) of the Lease requires Basic Rent, Stipulated Loss Value and Termination Value (among other things) to be adjusted;

WHEREAS, Lessor and Lessee are entering into this Supplement to adjust Basic Rent, Stipulated Loss Value and Termination Value as so required; and

WHEREAS, Lessor, Lessee and Indenture Trustee are also entering into this Supplement to amend Section 2(c) of the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows pursuant to Section 8.02 of the Indenture and Section 23 of the Lease:

1. Effective on and as of the Closing Date, Schedules 2A and 2B (with respect to Stipulated Loss Value), Schedules 3A and 3B (with respect to Termination Value), and Schedules 4A and 4B (with respect to Basic Rent) to Supplement No. 1 are deleted in their entirety and replaced by new Schedules 2A and 2B, 3A and 3B and 4A and 4B in the form attached hereto as Exhibit A.

2. Subclause (ii) of the first sentence of Section 2(c) of the Lease is hereby deleted in its entirety and replaced with the following subclause (ii):

"(ii) at the termination of the applicable storage period or at such earlier time as the Lessor may specify (or as soon thereafter as is practicable), as the Lessor may designate prior to the expiration of such storage period, provided that the Lessee shall not be obligated to move any Railcars more than once at the request of the Lessor."

3. Except as expressly amended hereby, all provisions of the Lease and the Lease Supplement shall remain unaffected and in full force and effect and any reference to the Lease or the Lease Supplement shall be a reference to the same as amended by this Supplement.

4. All of the provisions of the Lease and the Lease Supplement are hereby incorporated by reference in this Supplement, to the same extent as if fully set forth herein.

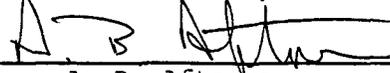
5. This Supplement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The parties agree that on or prior to the date hereof one or more of the parties' execution hereof may be evidenced by a transmission to Thelen, Marrin, Johnson & Bridges, by a telecommunications device capable of creating a written record, of a signature page hereof, executed by such party, with actual copies of executed signature pages to be sent by such party on such date to Thelen, Marrin, Johnson & Bridges, by overnight mail or courier service, provided that the signature pages transmitted by such telecommunications device shall be effective regardless of whether the actual copies of signature pages are sent.

6. This Supplement 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. 2 to be duly executed and delivered as of the date and year first above written.

**LESSEE:**

**CSX TRANSPORTATION, INC.**

By:   
Name: A. B. Aftooka  
Title: Treasurer

**LESSOR:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDENTURE TRUSTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

**Attest:**

By \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No. 2  
to be duly executed and delivered as of the date and year first  
above written.

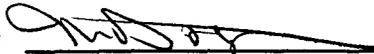
**LESSEE:**

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSOR:**

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

By:  \_\_\_\_\_  
Name: MARK A FORGETTA  
Title: VICE PRESIDENT

**INDENTURE TRUSTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

Attest:

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 22<sup>11/90</sup> to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INDENTURE TRUSTEE:

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

By:   
Name: E. E. Schreiber  
Title: VICE PRESIDENT

[Corporate Seal]

Attest:

By:   
Title:  
J. A. Adams  
Corporate Trust Officer

Certification to Lessee and Instruction to Lessor:

The undersigned, as Assignee, certifies to Lessee that it calculated the adjustments to Basic Rent, Stipulated Loss Value and Termination Value set forth in the foregoing Lease and Indenture Supplement in accordance with Section 9(f) of the Lease. Pursuant to the Trust Agreement, the undersigned instructs Lessor to enter into the foregoing Amendment.

OWNER PARTICIPANT:

PNC LEASING CORP.

By: *[Signature]*  
Name: Douglas B. Beckmore  
Title: V.P.

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

On this 19th day of June, 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]



STATE OF PENNSYLVANIA )

COUNTY OF Allegheny )

ss.:

On this 19 day of June, 1990, before me personally appeared Douglas B. Bichmore, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of PNC Leasing Corp., 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.

Patricia G. Rodzay  
Notary Public

NOTARIAL SEAL  
PATRICIA G. RODZAY, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES DEC 28, 1992

My Commission Expires: \_\_\_\_\_

Member, Pennsylvania Association of Notaries

[Notary Seal]







SCHEDULE 2A  
to  
Lease and Indenture Supplement No. 2  
and Amendment

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, 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.

SCHEDULE 2A  
to  
Lease and Indenture Supplement No. 2  
and Amendment

STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

| <u>Payment<br/>Date</u> | <u>Percentage of<br/>Lessor's Cost</u> |
|-------------------------|--|
| 15 JUN 1990             | 105.92723151                           |
| 15 DEC 1990             | 107.25488933                           |
| 15 JUN 1991             | 105.60614548                           |
| 15 DEC 1991             | 106.49063716                           |
| 15 JUN 1992             | 104.34757281                           |
| 15 DEC 1992             | 104.94652024                           |
| 15 JUN 1993             | 102.29348827                           |
| 15 DEC 1993             | 102.70155993                           |
| 15 JUN 1994             | 99.59562755                            |
| 15 DEC 1994             | 99.88536043                            |
| 15 JUN 1995             | 96.35743489                            |
| 15 DEC 1995             | 96.55744069                            |
| 15 JUN 1996             | 92.57943222                            |
| 15 DEC 1996             | 92.69258065                            |
| 15 JUN 1997             | 85.86441587                            |
| 15 DEC 1997             | 85.96431600                            |
| 15 JUN 1998             | 78.51664569                            |
| 15 DEC 1998             | 78.64216730                            |
| 15 JUN 1999             | 70.65467120                            |
| 15 DEC 1999             | 70.78629342                            |
| 15 JUN 2000             | 62.26608285                            |
| 15 DEC 2000             | 62.40421532                            |
| 15 JUN 2001             | 53.31777875                            |
| 15 DEC 2001             | 53.55009807                            |
| 15 JUN 2002             | 43.80873166                            |
| 15 DEC 2002             | 44.20833741                            |
| 15 JUN 2003             | 33.73798871                            |
| 15 DEC 2003             | 34.34152306                            |
| 15 JUN 2004             | 23.12000000                            |

SCHEDULE 2B  
to  
Lease and Indenture Supplement No. 2  
and Amendment

STIPULATED LOSS VALUE  
(100-TON WOODCHIP 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, 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 Hopper Cars leased hereunder on the date hereof.

SCHEDULE 2B  
to  
Lease and Indenture Supplement No. 2  
and Amendment

STIPULATED LOSS VALUE  
(100-TON WOODCHIP CARS)

| <u>Payment<br/>Date</u> | <u>Percentage of<br/>Lessor's Cost</u> |
|-------------------------|--|
| 15 JUN 1990             | 105.97440640                           |
| 15 DEC 1990             | 107.36083888                           |
| 15 JUN 1991             | 105.71723476                           |
| 15 DEC 1991             | 106.65198705                           |
| 15 JUN 1992             | 104.51248540                           |
| 15 DEC 1992             | 105.12379231                           |
| 15 JUN 1993             | 102.49580964                           |
| 15 DEC 1993             | 102.91551588                           |
| 15 JUN 1994             | 99.83396338                            |
| 15 DEC 1994             | 100.13365100                           |
| 15 JUN 1995             | 96.62924394                            |
| 15 DEC 1995             | 96.83765953                            |
| 15 JUN 1996             | 92.88274903                            |
| 15 DEC 1996             | 93.00297989                            |
| 15 JUN 1997             | 86.18512445                            |
| 15 DEC 1997             | 86.29108470                            |
| 15 JUN 1998             | 78.85273527                            |
| 15 DEC 1998             | 78.98620530                            |
| 15 JUN 1999             | 70.99986016                            |
| 15 DEC 1999             | 71.14032866                            |
| 15 JUN 2000             | 62.60913744                            |
| 15 DEC 2000             | 62.75708547                            |
| 15 JUN 2001             | 53.64673503                            |
| 15 DEC 2001             | 53.89835194                            |
| 15 JUN 2002             | 44.12067201                            |
| 15 DEC 2002             | 44.54168915                            |
| 15 JUN 2003             | 34.03616594                            |
| 15 DEC 2003             | 34.66907420                            |
| 15 JUN 2004             | 23.41999596                            |

SCHEDULE 3A  
to  
Lease and Indenture Supplement No. 2  
and Amendment

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, 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.

SCHEDULE 3A  
to  
Lease and Indenture Supplement No. 2  
and Amendment

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

| <u>Payment<br/>Date</u> | <u>Percentage of<br/>Lessor's Cost</u> |
|-------------------------|--|
| 15 JUN 1990             | 105.07908722                           |
| 15 DEC 1990             | 106.36635795                           |
| 15 JUN 1991             | 104.67530384                           |
| 15 DEC 1991             | 105.51547052                           |
| 15 JUN 1992             | 103.32597050                           |
| 15 DEC 1992             | 103.87627109                           |
| 15 JUN 1993             | 101.17227579                           |
| 15 DEC 1993             | 101.52695734                           |
| 15 JUN 1994             | 98.36509251                            |
| 15 DEC 1994             | 98.59622953                            |
| 15 JUN 1995             | 95.00691792                            |
| 15 DEC 1995             | 95.14261455                            |
| 15 JUN 1996             | 91.09723462                            |
| 15 DEC 1996             | 91.13980348                            |
| 15 JUN 1997             | 84.23769826                            |
| 15 DEC 1997             | 84.26013704                            |
| 15 JUN 1998             | 76.73131682                            |
| 15 DEC 1998             | 76.77182430                            |
| 15 JUN 1999             | 68.69526585                            |
| 15 DEC 1999             | 68.73358474                            |
| 15 JUN 2000             | 60.11562790                            |
| 15 DEC 2000             | 60.15135959                            |
| 15 JUN 2001             | 50.95764611                            |
| 15 DEC 2001             | 51.07758019                            |
| 15 JUN 2002             | 41.21847695                            |
| 15 DEC 2002             | 41.49473946                            |
| 15 JUN 2003             | 30.89517414                            |
| 15 DEC 2003             | 31.36333881                            |
| 15 JUN 2004             | 20.00000000                            |

SCHEDULE 3B  
to  
Lease and Indenture Supplement No. 2  
and Amendment

TERMINATION VALUE  
(100-TON WOODCHIP 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, 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 Hopper Cars leased hereunder on the date hereof.

SCHEDULE 3B  
to  
Lease and Indenture Supplement No. 2  
and Amendment

TERMINATION VALUE  
(100-TON WOODCHIP CARS)

| <u>Payment<br/>Date</u> | <u>Percentage of<br/>Lessor's Cost</u> |
|-------------------------|--|
| 15 JUN 1990             | 105.04470977                           |
| 15 DEC 1990             | 106.38687179                           |
| 15 JUN 1991             | 104.69688911                           |
| 15 DEC 1991             | 105.58305439                           |
| 15 JUN 1992             | 103.39265211                           |
| 15 DEC 1992             | 103.95063458                           |
| 15 JUN 1993             | 101.26678826                           |
| 15 DEC 1993             | 101.62797073                           |
| 15 JUN 1994             | 98.48510766                            |
| 15 DEC 1994             | 98.72056522                            |
| 15 JUN 1995             | 95.14886956                            |
| 15 DEC 1995             | 95.28679241                            |
| 15 JUN 1996             | 91.25803243                            |
| 15 DEC 1996             | 91.30089722                            |
| 15 JUN 1997             | 84.40199169                            |
| 15 DEC 1997             | 84.42304239                            |
| 15 JUN 1998             | 76.89574016                            |
| 15 DEC 1998             | 76.93602162                            |
| 15 JUN 1999             | 68.85205045                            |
| 15 DEC 1999             | 68.89024413                            |
| 15 JUN 2000             | 60.25190797                            |
| 15 DEC 2000             | 60.28760900                            |
| 15 JUN 2001             | 51.05966655                            |
| 15 DEC 2001             | 51.18809195                            |
| 15 JUN 2002             | 41.28135435                            |
| 15 DEC 2002             | 41.56716832                            |
| 15 JUN 2003             | 30.92000381                            |
| 15 DEC 2003             | 31.40452607                            |
| 15 JUN 2004             | 19.99999596                            |

SCHEDULE 4A  
to  
Lease and Indenture Supplement No. 2  
and Amendment

BASIC RENT  
(OPEN TOP HOPPER CARS)

| <u>Payment Date</u> | <u>Rent Number</u> | <u>Percentage of Lessor's Cost</u> |
|---------------------|--------------------|------------------------------------|
| 6/15/1990           | 0                  | 0.00000000                         |
| 12/15/1990          | 1                  | 3.91600000                         |
| 6/15/1991           | 2                  | 6.78736606                         |
| 12/15/1991          | 3                  | 3.91228415                         |
| 6/15/1992           | 4                  | 6.79108190                         |
| 12/15/1992          | 5                  | 3.77602551                         |
| 6/15/1993           | 6                  | 6.92734055                         |
| 12/15/1993          | 7                  | 3.62642715                         |
| 6/15/1994           | 8                  | 7.07693891                         |
| 12/15/1994          | 9                  | 3.46218310                         |
| 6/15/1995           | 10                 | 7.24118295                         |
| 12/15/1995          | 11                 | 3.28185957                         |
| 6/15/1996           | 12                 | 7.42150649                         |
| 12/15/1996          | 13                 | 3.08388236                         |
| 6/15/1997           | 14                 | 9.99800949                         |
| 12/15/1997          | 15                 | 2.75112957                         |
| 6/15/1998           | 16                 | 10.33076228                        |
| 12/15/1998          | 17                 | 2.44868290                         |
| 6/15/1999           | 18                 | 10.63320895                        |
| 12/15/1999          | 19                 | 2.17636748                         |
| 6/15/2000           | 20                 | 10.90552437                        |
| 12/15/2000          | 21                 | 1.88724823                         |
| 6/15/2001           | 22                 | 11.19464362                        |
| 12/15/2001          | 23                 | 1.50770185                         |
| 6/15/2002           | 24                 | 11.57419000                        |
| 12/15/2002          | 25                 | 1.05127677                         |
| 6/15/2003           | 26                 | 12.03061508                        |
| 12/15/2003          | 27                 | 0.55016768                         |
| 6/15/2004           | 28                 | 12.53172417                        |

SCHEDULE 4B  
to  
Lease and Indenture Supplement No. 2  
and Amendment

BASIC RENT  
(100-TON WOODCHIP CARS)

| <u>Payment<br/>Date</u> | <u>Rent<br/>Number</u> | <u>Percentage of<br/>Lessor's Cost</u> |
|-------------------------|------------------------|--|
| 6/15/1990               | 0                      | 0.00000000                             |
| 12/15/1990              | 1                      | 3.91600000                             |
| 6/15/1991               | 2                      | 6.84394099                             |
| 12/15/1991              | 3                      | 3.91600000                             |
| 6/15/1992               | 4                      | 6.84394099                             |
| 12/15/1992              | 5                      | 3.81064004                             |
| 6/15/1993               | 6                      | 6.94930095                             |
| 12/15/1993              | 7                      | 3.66144556                             |
| 6/15/1994               | 8                      | 7.09849543                             |
| 12/15/1994              | 9                      | 3.49764495                             |
| 6/15/1995               | 10                     | 7.26229604                             |
| 12/15/1995              | 11                     | 3.31780825                             |
| 6/15/1996               | 12                     | 7.44213274                             |
| 12/15/1996              | 13                     | 3.12036554                             |
| 6/15/1997               | 14                     | 10.03067344                            |
| 12/15/1997              | 15                     | 2.78753628                             |
| 6/15/1998               | 16                     | 10.36350271                            |
| 12/15/1998              | 17                     | 2.48015491                             |
| 6/15/1999               | 18                     | 10.67088407                            |
| 12/15/1999              | 19                     | 2.20114458                             |
| 6/15/2000               | 20                     | 10.94989440                            |
| 12/15/2000              | 21                     | 1.90488458                             |
| 6/15/2001               | 22                     | 11.24615441                            |
| 12/15/2001              | 23                     | 1.51379108                             |
| 6/15/2002               | 24                     | 11.63724791                            |
| 12/15/2002              | 25                     | 1.05552261                             |
| 6/15/2003               | 26                     | 12.09551637                            |
| 12/15/2003              | 27                     | 0.55238966                             |
| 6/15/2004               | 28                     | 12.59864932                            |