

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

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RECORDATION NO. 17025

FILED 1990

SEP 27 1990 - 10 25 AM

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

SS:JC

RECORDATION NO. 17025

FILED 1990

INTERSTATE COMMERCE COMMISSION

September 27, 1990

SEP 27 1990 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

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

0-270013

RECORDATION NO. 17025

FILED 1990

SEP 27 1990 - 10 25 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, dated as of September 1, 1990, is a primary document. The names and address of the parties to such document are as follows:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

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

The second document, Indenture and Security Agreement, dated as of September 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

(1) Document 17025

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
P.O. Box 2258
Baltimore, Maryland 21203

The third document, Lease and Indenture Supplement, dated September 27, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

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

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
P.O. Box 2258
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents follows: 60-ft. Boxcars, 50-ft. Boxcars, Jumbo Covered Hopper Cars, and Open Top Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

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

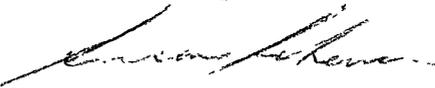
Lease Agreement 1 dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transporta-

tion, Inc., as Lessee, covering up to 145 60-ft. Boxcars, 165 50-ft. Boxcars, 240 Jumbo Covered Hopper Cars, and 125 Open Top Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement, dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 145 60-ft. Boxcars, 165 50-ft. Boxcars, 240 Jumbo Covered Hopper Cars and 125 Open Top Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement, dated September 27, 1990, among Wilmington Trust Company, 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 145 60-ft. Boxcars, 165 50-ft. Boxcars, 240 Jumbo Covered Hopper Cars and 125 Open Top Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



Susan Scheman

Enclosures

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

17025 B

RECORDATION NO. _____ FILED 1423

SEP 27 1990 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated September 27, 1990

Among

WILMINGTON TRUST COMPANY,
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

60-FOOT BOXCARS
50-FOOT BOXCARS
JUMBO COVERED HOPPER CARS
OPEN TOP 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 WILMINGTON TRUST COMPANY, 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 DATED AS OF SEPTEMBER 1, 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 SEPTEMBER 27, 1990
AT :__ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT, dated September 27, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of September 1, 1990 (the "Trust Agreement") with NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, 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 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease") dated as of September 1, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of September 1, 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 each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$18,201,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each 60-Foot Boxcar, 50-Foot Boxcar, Jumbo Covered Hopper Car and Open Top Hopper Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2 and 3 hereto shall be applicable in respect of the 60-Foot Boxcars leased hereunder on the date hereof, the 50-Foot Boxcars leased hereunder on the date hereof, the Jumbo Covered Hopper Cars leased hereunder on the date hereof and the Open Top Hopper 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.

3 7 .
4 2

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

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee

By *Camel*
Title: **Financial Services Officer**

Lessee

CSX TRANSPORTATION, INC.

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

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. Martin
Title: Trucker

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

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

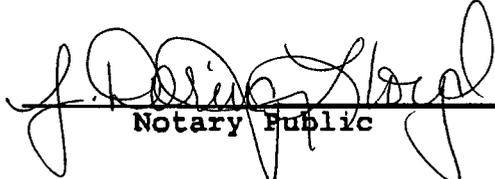
Indenture Trustee

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

By  _____
Title: VICE PRESIDENT

STATE OF Maryland)
CITY OF Baltimore) SS.:

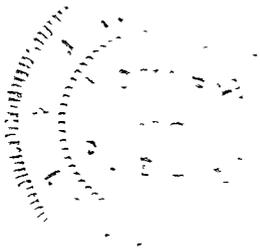
On this 26th day of September, 1990, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is Vice President, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:
[Notary Seal]

J. DORING LLOYD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 11, 1994



SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

60-Foot Boxcars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
145	See Attachment	\$27,000	\$3,915,000

50-Foot Boxcars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
165	See Attachment	\$22,400	\$3,696,000

Jumbo Covered Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
240	See Attachment	\$28,500	\$6,840,000

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>
125	See Attachment	\$30,000	\$3,750,000

1A

60-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	160658
CSXT	160659
CSXT	160660
CSXT	160662
CSXT	160666
CSXT	160670
CSXT	160672
CSXT	160673
CSXT	160674
CSXT	160676
CSXT	160677
CSXT	160678
CSXT	160680
CSXT	160681
CSXT	160685
CSXT	160687
CSXT	160688
CSXT	160689
CSXT	160692
CSXT	160693
CSXT	160694
CSXT	160697
CSXT	160698
CSXT	160699
CSXT	160702
CSXT	160703
CSXT	160709
CSXT	160710
CSXT	160712
CSXT	160713
CSXT	160716
CSXT	160718
CSXT	160719
CSXT	160721
CSXT	160722
CSXT	160725
CSXT	160727
CSXT	160731
CSXT	160732
CSXT	160734
CSXT	160735
CSXT	160741
CSXT	160742
CSXT	160743
CSXT	160748
CSXT	160754
CSXT	160755
CSXT	160756
CSXT	160757
CSXT	160761
CSXT	160763

60-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	160764
CSXT	160765
CSXT	160771
CSXT	160773
CSXT	160777
CSXT	160779
CSXT	160780
CSXT	160781
CSXT	160782
CSXT	160786
CSXT	160788
CSXT	160791
CSXT	160800
CSXT	160805
CSXT	160807
CSXT	160809
CSXT	160810
CSXT	160812
CSXT	160813
CSXT	160814
CSXT	160817
CSXT	160818
CSXT	160820
CSXT	160828
CSXT	160830
CSXT	160832
CSXT	160835
CSXT	160836
CSXT	160839
CSXT	160840
CSXT	160843
CSXT	161244
CSXT	161250
CSXT	161251
CSXT	161254
CSXT	161255
CSXT	161256
CSXT	161257
CSXT	161258
CSXT	161262
CSXT	161265
CSXT	161266
CSXT	161272
CSXT	161277
CSXT	161279
CSXT	161286
CSXT	161291
CSXT	161292
CSXT	161296
CSXT	161297
CSXT	161300

60-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	161303
CSXT	161306
CSXT	161309
CSXT	161310
CSXT	161311
CSXT	161314
CSXT	161319
CSXT	161320
CSXT	161324
CSXT	161325
CSXT	161326
CSXT	161327
CSXT	161334
CSXT	161337
CSXT	161449
CSXT	161452
CSXT	161457
CSXT	161459
CSXT	161463
CSXT	161465
CSXT	161466
CSXT	161468
CSXT	161474
CSXT	161477
CSXT	161480
CSXT	161485
CSXT	161489
CSXT	161493
CSXT	161495
CSXT	161497
CSXT	161502
CSXT	161505
CSXT	161513
CSXT	161520
CSXT	161521
CSXT	161522
CSXT	161523
CSXT	161526
CSXT	161527
CSXT	161541
CSXT	161551
CSXT	161552
CSXT	161560

50-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	124232
CSXT	124237
CSXT	124253
CSXT	124264
CSXT	124273
CSXT	124278
CSXT	124281
CSXT	124290
CSXT	124291
CSXT	124302
CSXT	124305
CSXT	124310
CSXT	124321
CSXT	124322
CSXT	124326
CSXT	124335
CSXT	124343
CSXT	124351
CSXT	124369
CSXT	124372
CSXT	124389
CSXT	124402
CSXT	124409
CSXT	124422
CSXT	124431
CSXT	124433
CSXT	124453
CSXT	124465
CSXT	124469
CSXT	124499
CSXT	124519
CSXT	124555
CSXT	124564
CSXT	124571
CSXT	124578
CSXT	124614
CSXT	124630
CSXT	124640
CSXT	124644
CSXT	124647
CSXT	124649
CSXT	124651
CSXT	124662
CSXT	124671
CSXT	124696
CSXT	124736
CSXT	124754
CSXT	124755
CSXT	124766
CSXT	124793

50-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	124807
CSXT	124814
CSXT	124819
CSXT	124879
CSXT	124880
CSXT	124891
CSXT	124908
CSXT	124909
CSXT	124924
CSXT	124928
CSXT	124933
CSXT	124951
CSXT	124979
CSXT	124984
CSXT	124992
CSXT	125007
CSXT	125028
CSXT	125032
CSXT	125038
CSXT	125041
CSXT	125075
CSXT	125085
CSXT	125101
CSXT	125134
CSXT	125159
CSXT	125162
CSXT	125167
CSXT	125172
CSXT	125179
CSXT	125195
CSXT	125214
CSXT	125240
CSXT	125242
CSXT	125244
CSXT	125247
CSXT	125253
CSXT	125268
CSXT	125283
CSXT	125292
CSXT	125310
CSXT	125317
CSXT	125327
CSXT	125333
CSXT	125337
CSXT	125368
CSXT	125383
CSXT	139035
CSXT	139068
CSXT	139073
CSXT	139075

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50-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	123771
CSXT	123808
CSXT	123829
CSXT	123841
CSXT	123883
CSXT	123892
CSXT	123895
CSXT	123929
CSXT	123931
CSXT	123938
CSXT	123942
CSXT	123947
CSXT	123957
CSXT	123964
CSXT	123967
CSXT	123979
CSXT	124008
CSXT	124017
CSXT	124020
CSXT	124027
CSXT	124031
CSXT	124032
CSXT	124044
CSXT	124051
CSXT	124061
CSXT	124062
CSXT	124065
CSXT	124066
CSXT	124067
CSXT	124072
CSXT	124097
CSXT	124099
CSXT	124107
CSXT	124117
CSXT	124125
CSXT	124130
CSXT	124153
CSXT	124162
CSXT	124163
CSXT	124181
CSXT	124183
CSXT	124188
CSXT	124191
CSXT	124195
CSXT	124205
CSXT	124207
CSXT	124211
CSXT	124221
CSXT	124227
CSXT	124230

50-FOOT BOXCARS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	139076
CSXT	139085
CSXT	139094
CSXT	139100
CSXT	139109
CSXT	139115
CSXT	139121
CSXT	139127
CSXT	139131
CSXT	139133
CSXT	139140
CSXT	139158
CSXT	139167
CSXT	139170
CSXT	139174

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JUMBO COVERED HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT	203135
CSXT	203136
CSXT	203137
CSXT	203139
CSXT	203140
CSXT	203141
CSXT	203143
CSXT	203145
CSXT	203146
CSXT	203147
CSXT	203148
CSXT	203149
CSXT	203153
CSXT	203156
CSXT	203157
CSXT	203158
CSXT	203159
CSXT	203160
CSXT	203161
CSXT	203162
CSXT	203164
CSXT	203166
CSXT	203167
CSXT	203168
CSXT	203170
CSXT	203171
CSXT	203172
CSXT	203173
CSXT	203174
CSXT	203175
CSXT	203176
CSXT	203179
CSXT	203182
CSXT	203183
CSXT	203184
CSXT	203185
CSXT	203186
CSXT	203187
CSXT	203188
CSXT	203190
CSXT	203196
CSXT	203197
CSXT	203198
CSXT	203199
CSXT	203200
CSXT	203201
CSXT	203202
CSXT	203204
CSXT	203205
CSXT	203206
CSXT	203207

JUMBO COVERED HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 203208
CSXT 203209
CSXT 203212
CSXT 203213
CSXT 203216
CSXT 203217
CSXT 203218
CSXT 203219
CSXT 203220
CSXT 203222
CSXT 203223
CSXT 203224
CSXT 250760
CSXT 250761
CSXT 250762
CSXT 250768
CSXT 250780
CSXT 250784
CSXT 250786
CSXT 250797
CSXT 250798
CSXT 250799
CSXT 250803
CSXT 250806
CSXT 250811
CSXT 250815
CSXT 250816
CSXT 250820
CSXT 250822
CSXT 250823
CSXT 250826
CSXT 250837
CSXT 250840
CSXT 250851
CSXT 250865
CSXT 250868
CSXT 250870
CSXT 250874
CSXT 250875
CSXT 250876
CSXT 250878
CSXT 250880
CSXT 250885
CSXT 250895
CSXT 250898
CSXT 250905
CSXT 250906
CSXT 250907
CSXT 250909
CSXT 250913
CSXT 250917

JUMBO COVERED HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 250923
CSXT 250927
CSXT 250929
CSXT 250933
CSXT 250935
CSXT 250938
CSXT 250950
CSXT 250966
CSXT 250967
CSXT 250975
CSXT 250977
CSXT 250978
CSXT 250981
CSXT 250982
CSXT 250983
CSXT 254037
CSXT 254038
CSXT 254039
CSXT 254042
CSXT 254043
CSXT 254047
CSXT 254048
CSXT 254049
CSXT 254050
CSXT 254051
CSXT 254053
CSXT 254055
CSXT 254056
CSXT 254057
CSXT 254058
CSXT 254060
CSXT 254066
CSXT 254068
CSXT 254070
CSXT 254071
CSXT 254073
CSXT 254074
CSXT 254079
CSXT 254085
CSXT 254088
CSXT 254090
CSXT 254093
CSXT 254097
CSXT 254099
CSXT 254102
CSXT 254103
CSXT 254104
CSXT 254108
CSXT 254109
CSXT 254111
CSXT 254114

JUMBO COVERED HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 254116
CSXT 254117
CSXT 254120
CSXT 254123
CSXT 254126
CSXT 254128
CSXT 254132
CSXT 254133
CSXT 254135
CSXT 254138
CSXT 254151
CSXT 254152
CSXT 254154
CSXT 254155
CSXT 254161
CSXT 254167
CSXT 254168
CSXT 254169
CSXT 254170
CSXT 254172
CSXT 254173
CSXT 254174
CSXT 254175
CSXT 254176
CSXT 254179
CSXT 254180
CSXT 254183
CSXT 254184
CSXT 254194
CSXT 254207
CSXT 254208
CSXT 254209
CSXT 254211
CSXT 254213
CSXT 255447
CSXT 255448
CSXT 255449
CSXT 255450
CSXT 255451
CSXT 255452
CSXT 255454
CSXT 255456
CSXT 255460
CSXT 255465
CSXT 255466
CSXT 255467
CSXT 255468
CSXT 255469
CSXT 255471
CSXT 255473
CSXT 255474

JUMBO COVERED HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 255476
CSXT 255478
CSXT 255479
CSXT 255480
CSXT 255484
CSXT 255485
CSXT 255487
CSXT 255488
CSXT 255490
CSXT 255491
CSXT 255492
CSXT 255493
CSXT 255495
CSXT 255497
CSXT 255498
CSXT 255499
CSXT 255504
CSXT 255506
CSXT 255507
CSXT 255508
CSXT 255510
CSXT 255511
CSXT 255512
CSXT 255514
CSXT 255518
CSXT 255523
CSXT 255524
CSXT 255526
CSXT 255527
CSXT 255529
CSXT 255532
CSXT 255533
CSXT 255535
CSXT 255536
CSXT 255537
CSXT 255539

OPEN TOP HOPPERS IN 3RD QUARTER CLOSING

NEW	
CAR NUMBER	

CSXT	802768
CSXT	802769
CSXT	802771
CSXT	802775
CSXT	802776
CSXT	802785
CSXT	802787
CSXT	802800
CSXT	802801
CSXT	802804
CSXT	802805
CSXT	802812
CSXT	802813
CSXT	802815
CSXT	802816
CSXT	802821
CSXT	802826
CSXT	802831
CSXT	802833
CSXT	802834
CSXT	802844
CSXT	802847
CSXT	802850
CSXT	802854
CSXT	802865
CSXT	802870
CSXT	802871
CSXT	802880
CSXT	802884
CSXT	802888
CSXT	802900
CSXT	802911
CSXT	802916
CSXT	802924
CSXT	802926
CSXT	802928
CSXT	802934
CSXT	802936
CSXT	802937
CSXT	802943
CSXT	802944
CSXT	802948
CSXT	802950
CSXT	802951
CSXT	802952
CSXT	803946
CSXT	803952
CSXT	803954
CSXT	803963
CSXT	803969
CSXT	803970

OPEN TOP HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 803972
CSXT 803979
CSXT 803980
CSXT 803987
CSXT 803991
CSXT 803994
CSXT 803995
CSXT 803996
CSXT 803997
CSXT 803999
CSXT 804003
CSXT 804009
CSXT 804010
CSXT 804011
CSXT 804016
CSXT 804019
CSXT 804035
CSXT 804039
CSXT 804042
CSXT 804046
CSXT 804053
CSXT 804062
CSXT 804072
CSXT 804074
CSXT 804086
CSXT 804090
CSXT 804100
CSXT 804105
CSXT 804113
CSXT 804122
CSXT 804129
CSXT 804133
CSXT 804135
CSXT 804136
CSXT 804139
CSXT 804143
CSXT 804147
CSXT 804150
CSXT 804153
CSXT 804154
CSXT 804155
CSXT 804161
CSXT 804165
CSXT 804173
CSXT 811925
CSXT 811945
CSXT 811948
CSXT 811961
CSXT 811995
CSXT 812003
CSXT 812024

OPEN TOP HOPPERS IN 3RD QUARTER CLOSING

NEW
CAR NUMBER

CSXT 812109
CSXT 812301
CSXT 812316
CSXT 812355
CSXT 812364
CSXT 812385
CSXT 812392
CSXT 812477
CSXT 812492
CSXT 812508
CSXT 812514
CSXT 812551
CSXT 812564
CSXT 812583
CSXT 812612
CSXT 812652
CSXT 812667
CSXT 812676
CSXT 812696
CSXT 812710
CSXT 812796
CSXT 812829
CSXT 812859

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 26, 1991	110.401782884
December 26, 1991	111.851259080
June 26, 1992	109.611375821
December 26, 1992	110.375419468
June 26, 1993	107.560982213
December 26, 1993	108.064513507
June 26, 1994	104.698546804
December 26, 1994	105.043722287
June 26, 1995	101.174160045
December 26, 1995	101.397144614
June 26, 1996	96.990885897
December 26, 1996	97.092570750
June 26, 1997	92.127762957
December 26, 1997	92.191122875
June 26, 1998	84.220867580
December 26, 1998	84.333922825
June 26, 1999	75.785854707
December 26, 1999	75.911402495
June 26, 2000	66.796295706
December 26, 2000	66.934766094
June 26, 2001	57.218923638
December 26, 2001	57.371593995
June 26, 2002	47.034428101
December 26, 2002	47.297855691
June 26, 2003	42.363346414
December 26, 2003	43.088840750
June 26, 2004	31.464755349
December 26, 2004	32.606289081
June 26, 2005	20.000000000

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 26, 1991	110.401782884
December 26, 1991	111.851259080
June 26, 1992	109.611375821
December 26, 1992	110.375419468
June 26, 1993	107.560982213
December 26, 1993	108.064513507
June 26, 1994	104.698546804
December 26, 1994	105.043722287
June 26, 1995	101.174160045
December 26, 1995	101.397144614
June 26, 1996	96.990885897
December 26, 1996	97.092570750
June 26, 1997	92.127762957
December 26, 1997	92.191122875
June 26, 1998	84.220867580
December 26, 1998	84.333922825
June 26, 1999	75.785854707
December 26, 1999	75.911402495
June 26, 2000	66.796295706
December 26, 2000	66.934766094
June 26, 2001	57.218923638
December 26, 2001	57.371593995
June 26, 2002	47.034428101
December 26, 2002	47.297855691
June 26, 2003	42.363346414
December 26, 2003	43.088840750
June 26, 2004	31.464755349
December 26, 2004	32.606289081
June 26, 2005	20.000000000