

REBOUL, MACMURRAY, HEWITT, MAYNARD & KRISTOL

45 ROCKEFELLER PLAZA

NEW YORK, N. Y. 10111

WILLIAM J. HEWITT
HOWARD G. KRISTOL
JOHN C. MACMURRAY
JOHN MAYNARD
JOHN W. REBOUL
WAYNE A. CROSS
WILLIAM F. MCCORMACK
ROBERT SCHEFF
ROBERT A. SCHWED
DAVID S. ELKIND
CHARLES D. UNIMAN
ROBERT P. DEVLIN
JAMES E. MAGEE (D. C. BAR)
ROBERT L. SILLS
CHARLES W. SPRAGUE
WILLIAM I. SUSSMAN
MARK J. TANNENBAUM
ANDREW P. TASHMAN
ROBERT M. PEAK
ROBERT COULTAS
EDWARD A. McDONALD

1-304A029

TELEPHONE: (212) 841-5700
TELECOPIER: (212) 841-5725

SUITE 728
523 WEST SIXTH STREET
LOS ANGELES, CALIF. 90014
TELEPHONE: (213) 612-0822
TELECOPIER: (213) 895-0108

SUITE 406
1111 NINETEENTH STREET, N. W.
WASHINGTON, D. C. 20036
TELEPHONE: (202) 429-0004
TELECOPIER: (202) 429-8743

MICHAEL DOWNEY RICE
COUNSEL

October 30, 1991

17576

RECORDATION NO _____ FILED 1423

OCT 31 1991 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

17576

RECORDATION NO _____ FILED 1423

OCT 31 1991 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

17576 - B

RECORDATION NO _____ FILED 1423

OCT 31 1991 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

Enclosed are counterparts of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

OCT 31 11 59 AM '91
NOTICE OF RECORDED

Lease Agreement dated as of October 15, 1991, a primary document.

Indenture, Mortgage and Security Agreement dated as of October 15, 1991, a primary document.

Lease and Indenture Supplement dated as of October 31, 1991, a secondary document.

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

Lessee: CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

Owner Trustee
and Lessor: First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84130

Indenture Trustee:

Mercantile-Safe Deposit and Trust Company
 Two Hopkins Plaza
 Baltimore, Maryland 21201

The equipment covered by the documents consists of 3,400 100-ton bathtub gondola cars bearing the road numbers of CSX Transportation, Inc. listed on the schedule attached hereto. ✓

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

Lease Agreement dated as of October 15, 1991, between First Security Bank of Utah, National Association, as owner trustee, as lessor, and CSX Transportation, Inc., as lessee

Indenture, Mortgage and Security Agreement dated as of October 15, 1991, among First Security Bank of Utah, National Association, not in its individual capacity but as owner trustee, Mercantile-Safe Deposit and Trust Company, as indenture trustee, and CSX Transportation, Inc., as lessee

Lease and Indenture Supplement No. 1 dated as of October 31, 1991, among First Security Bank of Utah, National Association, not in its individual capacity but solely as owner trustee, CSX Transportation, Inc., as lessee, and Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as indenture trustee

A fee of \$15.00 is enclosed. Please return any extra copies not needed by the Commission for recordation to James E. Magee of this firm at 1111 19th Street, N.W., Washington, D.C. 20036.

Very truly yours,



Jay S. Rand

Enclosures

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385310
CSXT	385311
CSXT	385312
CSXT	385313
CSXT	385314
CSXT	385315
CSXT	385316
CSXT	385317
CSXT	385318
CSXT	385319
CSXT	385320
CSXT	385321
CSXT	385322
CSXT	385323
CSXT	385324
CSXT	385325
CSXT	385326
CSXT	385327
CSXT	385328
CSXT	385329
CSXT	385330
CSXT	385331
CSXT	385332
CSXT	385333
CSXT	385334
CSXT	385335
CSXT	385336
CSXT	385337
CSXT	385338
CSXT	385339
CSXT	385340
CSXT	385341
CSXT	385342
CSXT	385343
CSXT	385344
CSXT	385345
CSXT	385346
CSXT	385347
CSXT	385348
CSXT	385349
CSXT	385350
CSXT	385351
CSXT	385352
CSXT	385353
CSXT	385354
CSXT	385355
CSXT	385356
CSXT	385357
CSXT	385358
CSXT	385359
CSXT	385360
CSXT	385361
CSXT	385362
CSXT	385363
CSXT	385364
CSXT	385365
CSXT	385366

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385367
CSXT	385368
CSXT	385369
CSXT	385370
CSXT	385371
CSXT	385372
CSXT	385373
CSXT	385374
CSXT	385375
CSXT	385376
CSXT	385377
CSXT	385378
CSXT	385379
CSXT	385380
CSXT	385381
CSXT	385382
CSXT	385383
CSXT	385384
CSXT	385385
CSXT	385386
CSXT	385387
CSXT	385388
CSXT	385389
CSXT	385390
CSXT	385391
CSXT	385392
CSXT	385393
CSXT	385394
CSXT	385395
CSXT	385396
CSXT	385397
CSXT	385398
CSXT	385399
CSXT	385400
CSXT	385401
CSXT	385402
CSXT	385403
CSXT	385404
CSXT	385405
CSXT	385406
CSXT	385407
CSXT	385408
CSXT	385409
CSXT	385410
CSXT	385411
CSXT	385412
CSXT	385413
CSXT	385414
CSXT	385415
CSXT	385416
CSXT	385417
CSXT	385418
CSXT	385419
CSXT	385420
CSXT	385421
CSXT	385422
CSXT	385423

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385424
CSXT	385425
CSXT	385426
CSXT	385427
CSXT	385428
CSXT	385429
CSXT	385430
CSXT	385431
CSXT	385432
CSXT	385433
CSXT	385434
CSXT	385435
CSXT	385436
CSXT	385437
CSXT	385438
CSXT	385439
CSXT	385440
CSXT	385441
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CSXT	385445
CSXT	385446
CSXT	385447
CSXT	385448
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CSXT	385451
CSXT	385452
CSXT	385453
CSXT	385454
CSXT	385455
CSXT	385456
CSXT	385457
CSXT	385458
CSXT	385459
CSXT	385460
CSXT	385461
CSXT	385462
CSXT	385463
CSXT	385464
CSXT	385465
CSXT	385466
CSXT	385467
CSXT	385468
CSXT	385469
CSXT	385470
CSXT	385471
CSXT	385472
CSXT	385473
CSXT	385474
CSXT	385475
CSXT	385476
CSXT	385477
CSXT	385478
CSXT	385479
CSXT	385480

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385481
CSXT	385482
CSXT	385483
CSXT	385484
CSXT	385485
CSXT	385486
CSXT	385487
CSXT	385488
CSXT	385489
CSXT	385490
CSXT	385491
CSXT	385492
CSXT	385493
CSXT	385494
CSXT	385495
CSXT	385496
CSXT	385497
CSXT	385498
CSXT	385499
CSXT	385500
CSXT	385501
CSXT	385502
CSXT	385503
CSXT	385504
CSXT	385505
CSXT	385506
CSXT	385507
CSXT	385508
CSXT	385509
CSXT	385510
CSXT	385511
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CSXT	385514
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CSXT	385518
CSXT	385519
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CSXT	385522
CSXT	385523
CSXT	385524
CSXT	385525
CSXT	385526
CSXT	385527
CSXT	385528
CSXT	385529
CSXT	385530
CSXT	385531
CSXT	385532
CSXT	385533
CSXT	385534
CSXT	385535
CSXT	385536
CSXT	385537

Interstate Commerce Commission
Washington, D.C. 20423

10/31/91

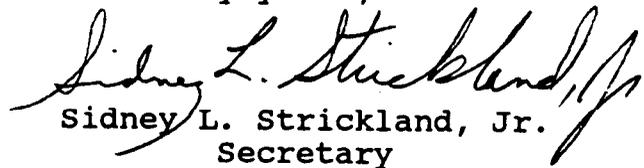
OFFICE OF THE SECRETARY

Jay S. Rand
Reboul, MacMurray, Hewitt, Maynard & Kristol
45 Rockefeller Plaza
New York, New York 10111

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/31/91 at 11:55AM, and assigned recordation number(s). 17576, 17576-A and 17576-B.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385538
CSXT	385539
CSXT	385540
CSXT	385541
CSXT	385542
CSXT	385543
CSXT	385544
CSXT	385545
CSXT	385546
CSXT	385547
CSXT	385548
CSXT	385549
CSXT	385550
CSXT	385551
CSXT	385552
CSXT	385553
CSXT	385554
CSXT	385555
CSXT	385556
CSXT	385557
CSXT	385558
CSXT	385559
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CSXT	385562
CSXT	385563
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CSXT	385565
CSXT	385566
CSXT	385567
CSXT	385568
CSXT	385569
CSXT	385570
CSXT	385571
CSXT	385572
CSXT	385573
CSXT	385574
CSXT	385575
CSXT	385576
CSXT	385577
CSXT	385578
CSXT	385579
CSXT	385580
CSXT	385581
CSXT	385582
CSXT	385583
CSXT	385584
CSXT	385585
CSXT	385586
CSXT	385587
CSXT	385588
CSXT	385589
CSXT	385590
CSXT	385591
CSXT	385592
CSXT	385593
CSXT	385594

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385595
CSXT	385596
CSXT	385597
CSXT	385598
CSXT	385599
CSXT	385600
CSXT	385601
CSXT	385602
CSXT	385603
CSXT	385604
CSXT	385605
CSXT	385606
CSXT	385607
CSXT	385608
CSXT	385609
CSXT	385610
CSXT	385611
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CSXT	385630
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CSXT	385636
CSXT	385637
CSXT	385638
CSXT	385639
CSXT	385640
CSXT	385641
CSXT	385642
CSXT	385643
CSXT	385644
CSXT	385645
CSXT	385646
CSXT	385647
CSXT	385648
CSXT	385649
CSXT	385650
CSXT	385651

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385652
CSXT	385653
CSXT	385654
CSXT	385655
CSXT	385656
CSXT	385657
CSXT	385658
CSXT	385659
CSXT	385660
CSXT	385661
CSXT	385662
CSXT	385663
CSXT	385664
CSXT	385665
CSXT	385666
CSXT	385667
CSXT	385668
CSXT	385669
CSXT	385670
CSXT	385671
CSXT	385672
CSXT	385673
CSXT	385674
CSXT	385675
CSXT	385676
CSXT	385677
CSXT	385678
CSXT	385679
CSXT	385680
CSXT	385681
CSXT	385682
CSXT	385683
CSXT	385684
CSXT	385685
CSXT	385686
CSXT	385687
CSXT	385688
CSXT	385689
CSXT	385690
CSXT	385691
CSXT	385692
CSXT	385693
CSXT	385694
CSXT	385695
CSXT	385696
CSXT	385697
CSXT	385698
CSXT	385699
CSXT	385700
CSXT	385701
CSXT	385702
CSXT	385703
CSXT	385704
CSXT	385705
CSXT	385706
CSXT	385707
CSXT	385708

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385709
CSXT	385710
CSXT	385711
CSXT	385712
CSXT	385713
CSXT	385714
CSXT	385715
CSXT	385716
CSXT	385717
CSXT	385718
CSXT	385719
CSXT	385720
CSXT	385721
CSXT	385722
CSXT	385723
CSXT	385724
CSXT	385725
CSXT	385726
CSXT	385727
CSXT	385728
CSXT	385729
CSXT	385730
CSXT	385731
CSXT	385732
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CSXT	385734
CSXT	385735
CSXT	385736
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CSXT	385738
CSXT	385739
CSXT	385740
CSXT	385741
CSXT	385742
CSXT	385743
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CSXT	385747
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CSXT	385750
CSXT	385751
CSXT	385752
CSXT	385753
CSXT	385754
CSXT	385755
CSXT	385756
CSXT	385757
CSXT	385758
CSXT	385759
CSXT	385760
CSXT	385761
CSXT	385762
CSXT	385763
CSXT	385764
CSXT	385765

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385766
CSXT	385767
CSXT	385768
CSXT	385769
CSXT	385770
CSXT	385771
CSXT	385772
CSXT	385773
CSXT	385774
CSXT	385775
CSXT	385776
CSXT	385777
CSXT	385778
CSXT	385779
CSXT	385780
CSXT	385781
CSXT	385782
CSXT	385783
CSXT	385784
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CSXT	385787
CSXT	385788
CSXT	385789
CSXT	385790
CSXT	385791
CSXT	385792
CSXT	385793
CSXT	385794
CSXT	385795
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CSXT	385797
CSXT	385798
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CSXT	385802
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CSXT	385804
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CSXT	385806
CSXT	385807
CSXT	385808
CSXT	385809
CSXT	385810
CSXT	385811
CSXT	385812
CSXT	385813
CSXT	385814
CSXT	385815
CSXT	385816
CSXT	385817
CSXT	385818
CSXT	385819
CSXT	385820
CSXT	385821
CSXT	385822

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385823
CSXT	385824
CSXT	385825
CSXT	385826
CSXT	385827
CSXT	385828
CSXT	385829
CSXT	385830
CSXT	385831
CSXT	385832
CSXT	385833
CSXT	385834
CSXT	385835
CSXT	385836
CSXT	385837
CSXT	385838
CSXT	385839
CSXT	385840
CSXT	385841
CSXT	385842
CSXT	385843
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CSXT	385851
CSXT	385852
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CSXT	385855
CSXT	385856
CSXT	385857
CSXT	385858
CSXT	385859
CSXT	385860
CSXT	385861
CSXT	385862
CSXT	385863
CSXT	385864
CSXT	385865
CSXT	385866
CSXT	385867
CSXT	385868
CSXT	385869
CSXT	385870
CSXT	385871
CSXT	385872
CSXT	385873
CSXT	385874
CSXT	385875
CSXT	385876
CSXT	385877
CSXT	385878
CSXT	385879

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	385880
CSXT	385881
CSXT	385882
CSXT	385883
CSXT	385884
CSXT	385885
CSXT	385886
CSXT	385887
CSXT	385888
CSXT	385889
CSXT	385890
CSXT	385891
CSXT	385892
CSXT	385893
CSXT	385894
CSXT	385895
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CSXT	385920
CSXT	385921
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CSXT	385924
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CSXT	385928
CSXT	385929
CSXT	385930
CSXT	385931
CSXT	385932
CSXT	385933
CSXT	385934
CSXT	385935
CSXT	385936

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

<u>NEW</u> <u>INITIAL</u>	<u>NEW</u> <u>NUMBER</u>
CSXT	385937
CSXT	385938
CSXT	385939
CSXT	385940
CSXT	385941
CSXT	385942
CSXT	385943
CSXT	385944
CSXT	385945
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CSXT	385958
CSXT	385959
CSXT	385960
CSXT	385961
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CSXT	385981
CSXT	385982
CSXT	385983
CSXT	385984
CSXT	385985
CSXT	385986
CSXT	385987
CSXT	385988
CSXT	385989
CSXT	385990
CSXT	385991
CSXT	385992
CSXT	385993

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

<u>NEW</u> <u>INITIAL</u>	<u>NEW</u> <u>NUMBER</u>
CSXT	385994
CSXT	385995
CSXT	385996
CSXT	385997
CSXT	385998
CSXT	385999
CSXT	386000
CSXT	386001
CSXT	386002
CSXT	386003
CSXT	386004
CSXT	386005
CSXT	386006
CSXT	386007
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CSXT	386009
CSXT	386010
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CSXT	386043
CSXT	386044
CSXT	386045
CSXT	386046
CSXT	386047
CSXT	386048
CSXT	386049
CSXT	386050

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386051
CSXT	386052
CSXT	386053
CSXT	386054
CSXT	386055
CSXT	386056
CSXT	386057
CSXT	386058
CSXT	386059
CSXT	386060
CSXT	386061
CSXT	386062
CSXT	386063
CSXT	386064
CSXT	386065
CSXT	386066
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CSXT	386071
CSXT	386072
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CSXT	386095
CSXT	386096
CSXT	386097
CSXT	386098
CSXT	386099
CSXT	386100
CSXT	386101
CSXT	386102
CSXT	386103
CSXT	386104
CSXT	386105
CSXT	386106
CSXT	386107

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386108
CSXT	386109
CSXT	386110
CSXT	386111
CSXT	386112
CSXT	386113
CSXT	386114
CSXT	386115
CSXT	386116
CSXT	386117
CSXT	386118
CSXT	386119
CSXT	386120
CSXT	386121
CSXT	386122
CSXT	386123
CSXT	386124
CSXT	386125
CSXT	386126
CSXT	386127
CSXT	386128
CSXT	386129
CSXT	386130
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CSXT	386133
CSXT	386134
CSXT	386135
CSXT	386136
CSXT	386137
CSXT	386138
CSXT	386139
CSXT	386140
CSXT	386141
CSXT	386142
CSXT	386143
CSXT	386144
CSXT	386145
CSXT	386146
CSXT	386147
CSXT	386148
CSXT	386149
CSXT	386150
CSXT	386151
CSXT	386152
CSXT	386153
CSXT	386154
CSXT	386155
CSXT	386156
CSXT	386157
CSXT	386158
CSXT	386159
CSXT	386160
CSXT	386161
CSXT	386162
CSXT	386163
CSXT	386164

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386165
CSXT	386166
CSXT	386167
CSXT	386168
CSXT	386169
CSXT	386170
CSXT	386171
CSXT	386172
CSXT	386173
CSXT	386174
CSXT	386175
CSXT	386176
CSXT	386177
CSXT	386178
CSXT	386179
CSXT	386180
CSXT	386181
CSXT	386182
CSXT	386183
CSXT	386184
CSXT	386185
CSXT	386186
CSXT	386187
CSXT	386188
CSXT	386189
CSXT	386190
CSXT	386191
CSXT	386192
CSXT	386193
CSXT	386194
CSXT	386195
CSXT	386196
CSXT	386197
CSXT	386198
CSXT	386199
CSXT	386200
CSXT	386201
CSXT	386202
CSXT	386203
CSXT	386204
CSXT	386205
CSXT	386206
CSXT	386207
CSXT	386208
CSXT	386209
CSXT	386210
CSXT	386211
CSXT	386212
CSXT	386213
CSXT	386214
CSXT	386215
CSXT	386216
CSXT	386217
CSXT	386218
CSXT	386219
CSXT	386220
CSXT	386221

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386222
CSXT	386223
CSXT	386224
CSXT	386225
CSXT	386226
CSXT	386227
CSXT	386228
CSXT	386229
CSXT	386230
CSXT	386231
CSXT	386232
CSXT	386233
CSXT	386234
CSXT	386235
CSXT	386236
CSXT	386237
CSXT	386238
CSXT	386239
CSXT	386240
CSXT	386241
CSXT	386242
CSXT	386243
CSXT	386244
CSXT	386245
CSXT	386246
CSXT	386247
CSXT	386248
CSXT	386249
CSXT	386250
CSXT	386251
CSXT	386252
CSXT	386253
CSXT	386254
CSXT	386255
CSXT	386256
CSXT	386257
CSXT	386258
CSXT	386259
CSXT	386260
CSXT	386261
CSXT	386262
CSXT	386263
CSXT	386264
CSXT	386265
CSXT	386266
CSXT	386267
CSXT	386268
CSXT	386269
CSXT	386270
CSXT	386271
CSXT	386272
CSXT	386273
CSXT	386274
CSXT	386275
CSXT	386276
CSXT	386277
CSXT	386278

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386279
CSXT	386280
CSXT	386281
CSXT	386282
CSXT	386283
CSXT	386284
CSXT	386285
CSXT	386286
CSXT	386287
CSXT	386288
CSXT	386289
CSXT	386290
CSXT	386291
CSXT	386292
CSXT	386293
CSXT	386294
CSXT	386295
CSXT	386296
CSXT	386297
CSXT	386298
CSXT	386299
CSXT	386300
CSXT	386301
CSXT	386302
CSXT	386303
CSXT	386304
CSXT	386305
CSXT	386306
CSXT	386307
CSXT	386308
CSXT	386309
CSXT	386310
CSXT	386311
CSXT	386312
CSXT	386313
CSXT	386314
CSXT	386315
CSXT	386316
CSXT	386317
CSXT	386318
CSXT	386319
CSXT	386320
CSXT	386321
CSXT	386322
CSXT	386323
CSXT	386324
CSXT	386325
CSXT	386326
CSXT	386327
CSXT	386328
CSXT	386329
CSXT	386330
CSXT	386331
CSXT	386332
CSXT	386333
CSXT	386334
CSXT	386335

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386336
CSXT	386337
CSXT	386338
CSXT	386339
CSXT	386340
CSXT	386341
CSXT	386342
CSXT	386343
CSXT	386344
CSXT	386345
CSXT	386346
CSXT	386347
CSXT	386348
CSXT	386349
CSXT	386350
CSXT	386351
CSXT	386352
CSXT	386353
CSXT	386354
CSXT	386355
CSXT	386356
CSXT	386357
CSXT	386358
CSXT	386359
CSXT	386360
CSXT	386361
CSXT	386362
CSXT	386363
CSXT	386364
CSXT	386365
CSXT	386366
CSXT	386367
CSXT	386368
CSXT	386369
CSXT	386370
CSXT	386371
CSXT	386372
CSXT	386373
CSXT	386374
CSXT	386375
CSXT	386376
CSXT	386377
CSXT	386378
CSXT	386379
CSXT	386380
CSXT	386381
CSXT	386382
CSXT	386383
CSXT	386384
CSXT	386385
CSXT	386386
CSXT	386387
CSXT	386388
CSXT	386389
CSXT	386390
CSXT	386391
CSXT	386392

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386393
CSXT	386394
CSXT	386395
CSXT	386396
CSXT	386397
CSXT	386398
CSXT	386399
CSXT	386400
CSXT	386401
CSXT	386402
CSXT	386403
CSXT	386404
CSXT	386405
CSXT	386406
CSXT	386407
CSXT	386408
CSXT	386409
CSXT	386410
CSXT	386411
CSXT	386412
CSXT	386413
CSXT	386414
CSXT	386415
CSXT	386416
CSXT	386417
CSXT	386418
CSXT	386419
CSXT	386420
CSXT	386421
CSXT	386422
CSXT	386423
CSXT	386424
CSXT	386425
CSXT	386426
CSXT	386427
CSXT	386428
CSXT	386429
CSXT	386430
CSXT	386431
CSXT	386432
CSXT	386433
CSXT	386434
CSXT	386435
CSXT	386436
CSXT	386437
CSXT	386438
CSXT	386439
CSXT	386440
CSXT	386441
CSXT	386442
CSXT	386443
CSXT	386444
CSXT	386445
CSXT	386446
CSXT	386447
CSXT	386448
CSXT	386449

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

<u>NEW</u> <u>INITIAL</u>	<u>NEW</u> <u>NUMBER</u>
CSXT	386450
CSXT	386451
CSXT	386452
CSXT	386453
CSXT	386454
CSXT	386455
CSXT	386456
CSXT	386457
CSXT	386458
CSXT	386459
CSXT	386460
CSXT	386461
CSXT	386462
CSXT	386463
CSXT	386464
CSXT	386465
CSXT	386466
CSXT	386467
CSXT	386491
CSXT	386492
CSXT	386493
CSXT	386495
CSXT	386496
CSXT	386497
CSXT	386498
CSXT	386499
CSXT	386500
CSXT	386504
CSXT	386505
CSXT	386507
CSXT	386508
CSXT	386511
CSXT	386512
CSXT	386513
CSXT	386514
CSXT	386516
CSXT	386517
CSXT	386518
CSXT	386519
CSXT	386520
CSXT	386521
CSXT	386522
CSXT	386524
CSXT	386525
CSXT	386527
CSXT	386528
CSXT	386529
CSXT	386530
CSXT	386532
CSXT	386533
CSXT	386534
CSXT	386535
CSXT	386536
CSXT	386538
CSXT	386539
CSXT	386540
CSXT	386541

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	386542
CSXT	386543
CSXT	386544
CSXT	386545
CSXT	386548
CSXT	386549
CSXT	386550
CSXT	386551
CSXT	386553
CSXT	386554
CSXT	386556
CSXT	386557
CSXT	386558
CSXT	386559
CSXT	386560
CSXT	387252
CSXT	387253
CSXT	387254
CSXT	387255
CSXT	387256
CSXT	387257
CSXT	387258
CSXT	387259
CSXT	387260
CSXT	387261
CSXT	387262
CSXT	387263
CSXT	387264
CSXT	387265
CSXT	387266
CSXT	387267
CSXT	387268
CSXT	387269
CSXT	387270
CSXT	387271
CSXT	387272
CSXT	387273
CSXT	387274
CSXT	387275
CSXT	387276
CSXT	387277
CSXT	387278
CSXT	387279
CSXT	387280
CSXT	387281
CSXT	387282
CSXT	387283
CSXT	387284
CSXT	387285
CSXT	387286
CSXT	387287
CSXT	387288
CSXT	387289
CSXT	387290
CSXT	387291
CSXT	387292
CSXT	387293

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

<u>NEW INITIAL</u>	<u>NEW NUMBER</u>
CSXT	387294
CSXT	387295
CSXT	387296
CSXT	387297
CSXT	387298
CSXT	387299
CSXT	387300
CSXT	387301
CSXT	387302
CSXT	387303
CSXT	387304
CSXT	387305
CSXT	387306
CSXT	387307
CSXT	387308
CSXT	387309
CSXT	387310
CSXT	387311
CSXT	387312
CSXT	387313
CSXT	387314
CSXT	387315
CSXT	387316
CSXT	387317
CSXT	387318
CSXT	387319
CSXT	387320
CSXT	387321
CSXT	387322
CSXT	387323
CSXT	387324
CSXT	387325
CSXT	387326
CSXT	387327
CSXT	387328
CSXT	387329
CSXT	387330
CSXT	387331
CSXT	387332
CSXT	387333
CSXT	387334
CSXT	387335
CSXT	387336
CSXT	387337
CSXT	387338
CSXT	387339
CSXT	387340
CSXT	387341
CSXT	387342
CSXT	387343
CSXT	387344
CSXT	387345
CSXT	387346
CSXT	387347
CSXT	387348
CSXT	387349
CSXT	387350

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387351
CSXT	387352
CSXT	387353
CSXT	387354
CSXT	387355
CSXT	387356
CSXT	387357
CSXT	387358
CSXT	387359
CSXT	387360
CSXT	387361
CSXT	387362
CSXT	387363
CSXT	387364
CSXT	387365
CSXT	387366
CSXT	387367
CSXT	387368
CSXT	387369
CSXT	387370
CSXT	387371
CSXT	387372
CSXT	387373
CSXT	387374
CSXT	387375
CSXT	387376
CSXT	387377
CSXT	387378
CSXT	387379
CSXT	387380
CSXT	387381
CSXT	387382
CSXT	387383
CSXT	387384
CSXT	387385
CSXT	387386
CSXT	387387
CSXT	387388
CSXT	387389
CSXT	387390
CSXT	387391
CSXT	387392
CSXT	387393
CSXT	387394
CSXT	387395
CSXT	387396
CSXT	387397
CSXT	387398
CSXT	387399
CSXT	387400
CSXT	387401
CSXT	387402
CSXT	387403
CSXT	387404
CSXT	387405
CSXT	387406
CSXT	387407

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387408
CSXT	387409
CSXT	387410
CSXT	387411
CSXT	387412
CSXT	387413
CSXT	387414
CSXT	387415
CSXT	387416
CSXT	387417
CSXT	387418
CSXT	387419
CSXT	387420
CSXT	387421
CSXT	387422
CSXT	387423
CSXT	387424
CSXT	387425
CSXT	387426
CSXT	387427
CSXT	387428
CSXT	387429
CSXT	387430
CSXT	387431
CSXT	387432
CSXT	387433
CSXT	387434
CSXT	387435
CSXT	387436
CSXT	387437
CSXT	387438
CSXT	387439
CSXT	387440
CSXT	387441
CSXT	387442
CSXT	387443
CSXT	387444
CSXT	387445
CSXT	387446
CSXT	387447
CSXT	387448
CSXT	387449
CSXT	387450
CSXT	387451
CSXT	387452
CSXT	387453
CSXT	387454
CSXT	387455
CSXT	387456
CSXT	387457
CSXT	387458
CSXT	387459
CSXT	387460
CSXT	387461
CSXT	387462
CSXT	387463
CSXT	387464

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387465
CSXT	387466
CSXT	387467
CSXT	387468
CSXT	387469
CSXT	387470
CSXT	387471
CSXT	387472
CSXT	387473
CSXT	387474
CSXT	387475
CSXT	387476
CSXT	387477
CSXT	387478
CSXT	387479
CSXT	387480
CSXT	387481
CSXT	387482
CSXT	387483
CSXT	387484
CSXT	387485
CSXT	387486
CSXT	387487
CSXT	387488
CSXT	387489
CSXT	387490
CSXT	387491
CSXT	387492
CSXT	387493
CSXT	387494
CSXT	387495
CSXT	387496
CSXT	387497
CSXT	387498
CSXT	387499
CSXT	387500
CSXT	387501
CSXT	387502
CSXT	387503
CSXT	387504
CSXT	387505
CSXT	387506
CSXT	387507
CSXT	387508
CSXT	387509
CSXT	387510
CSXT	387511
CSXT	387512
CSXT	387513
CSXT	387514
CSXT	387515
CSXT	387516
CSXT	387517
CSXT	387518
CSXT	387519
CSXT	387520
CSXT	387521

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

<u>NEW</u> <u>INITIAL</u>	<u>NEW</u> <u>NUMBER</u>
CSXT	387522
CSXT	387523
CSXT	387524
CSXT	387525
CSXT	387526
CSXT	387527
CSXT	387528
CSXT	387529
CSXT	387530
CSXT	387531
CSXT	387532
CSXT	387533
CSXT	387534
CSXT	387535
CSXT	387536
CSXT	387537
CSXT	387538
CSXT	387539
CSXT	387540
CSXT	387541
CSXT	387542
CSXT	387543
CSXT	387544
CSXT	387545
CSXT	387546
CSXT	387547
CSXT	387548
CSXT	387549
CSXT	387550
CSXT	387551
CSXT	387552
CSXT	387553
CSXT	387554
CSXT	387555
CSXT	387556
CSXT	387557
CSXT	387558
CSXT	387559
CSXT	387560
CSXT	387561
CSXT	387562
CSXT	387563
CSXT	387564
CSXT	387565
CSXT	387566
CSXT	387567
CSXT	387568
CSXT	387569
CSXT	387570
CSXT	387571
CSXT	387572
CSXT	387573
CSXT	387574
CSXT	387575
CSXT	387576
CSXT	387577
CSXT	387578

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387579
CSXT	387580
CSXT	387581
CSXT	387582
CSXT	387583
CSXT	387584
CSXT	387585
CSXT	387586
CSXT	387587
CSXT	387588
CSXT	387589
CSXT	387590
CSXT	387591
CSXT	387592
CSXT	387593
CSXT	387594
CSXT	387595
CSXT	387596
CSXT	387597
CSXT	387598
CSXT	387599
CSXT	387600
CSXT	387601
CSXT	387602
CSXT	387603
CSXT	387604
CSXT	387605
CSXT	387606
CSXT	387607
CSXT	387608
CSXT	387609
CSXT	387610
CSXT	387611
CSXT	387612
CSXT	387613
CSXT	387614
CSXT	387615
CSXT	387616
CSXT	387617
CSXT	387618
CSXT	387619
CSXT	387620
CSXT	387621
CSXT	387622
CSXT	387623
CSXT	387624
CSXT	387625
CSXT	387626
CSXT	387627
CSXT	387628
CSXT	387629
CSXT	387630
CSXT	387631
CSXT	387632
CSXT	387633
CSXT	387634
CSXT	387635

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387636
CSXT	387637
CSXT	387638
CSXT	387639
CSXT	387640
CSXT	387641
CSXT	387642
CSXT	387643
CSXT	387644
CSXT	387645
CSXT	387646
CSXT	387647
CSXT	387648
CSXT	387649
CSXT	387650
CSXT	387651
CSXT	387652
CSXT	387653
CSXT	387654
CSXT	387655
CSXT	387656
CSXT	387657
CSXT	387658
CSXT	387659
CSXT	387660
CSXT	387661
CSXT	387662
CSXT	387663
CSXT	387664
CSXT	387665
CSXT	387666
CSXT	387667
CSXT	387668
CSXT	387669
CSXT	387670
CSXT	387671
CSXT	387672
CSXT	387673
CSXT	387674
CSXT	387675
CSXT	387676
CSXT	387677
CSXT	387678
CSXT	387679
CSXT	387680
CSXT	387681
CSXT	387682
CSXT	387683
CSXT	387684
CSXT	387685
CSXT	387686
CSXT	387687
CSXT	387688
CSXT	387689
CSXT	387690
CSXT	387691
CSXT	387692

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387693
CSXT	387694
CSXT	387695
CSXT	387696
CSXT	387697
CSXT	387698
CSXT	387699
CSXT	387700
CSXT	387701
CSXT	387702
CSXT	387703
CSXT	387704
CSXT	387705
CSXT	387706
CSXT	387707
CSXT	387708
CSXT	387709
CSXT	387710
CSXT	387711
CSXT	387712
CSXT	387713
CSXT	387714
CSXT	387715
CSXT	387716
CSXT	387717
CSXT	387718
CSXT	387719
CSXT	387720
CSXT	387721
CSXT	387722
CSXT	387723
CSXT	387724
CSXT	387725
CSXT	387726
CSXT	387727
CSXT	387728
CSXT	387729
CSXT	387730
CSXT	387731
CSXT	387732
CSXT	387733
CSXT	387734
CSXT	387735
CSXT	387736
CSXT	387737
CSXT	387738
CSXT	387739
CSXT	387740
CSXT	387741
CSXT	387742
CSXT	387743
CSXT	387744
CSXT	387745
CSXT	387746
CSXT	387747
CSXT	387748
CSXT	387749

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387750
CSXT	387751
CSXT	387752
CSXT	387753
CSXT	387754
CSXT	387755
CSXT	387756
CSXT	387757
CSXT	387758
CSXT	387759
CSXT	387760
CSXT	387761
CSXT	387762
CSXT	387763
CSXT	387764
CSXT	387765
CSXT	387766
CSXT	387767
CSXT	387768
CSXT	387769
CSXT	387770
CSXT	387771
CSXT	387772
CSXT	387773
CSXT	387774
CSXT	387775
CSXT	387776
CSXT	387777
CSXT	387778
CSXT	387779
CSXT	387780
CSXT	387781
CSXT	387782
CSXT	387783
CSXT	387784
CSXT	387785
CSXT	387786
CSXT	387787
CSXT	387788
CSXT	387789
CSXT	387790
CSXT	387791
CSXT	387792
CSXT	387793
CSXT	387794
CSXT	387795
CSXT	387796
CSXT	387797
CSXT	387798
CSXT	387799
CSXT	387800
CSXT	387801
CSXT	387802
CSXT	387803
CSXT	387804
CSXT	387805
CSXT	387806

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387807
CSXT	387808
CSXT	387809
CSXT	387810
CSXT	387811
CSXT	387812
CSXT	387813
CSXT	387814
CSXT	387815
CSXT	387816
CSXT	387817
CSXT	387818
CSXT	387819
CSXT	387820
CSXT	387821
CSXT	387822
CSXT	387823
CSXT	387824
CSXT	387825
CSXT	387826
CSXT	387827
CSXT	387828
CSXT	387829
CSXT	387830
CSXT	387831
CSXT	387832
CSXT	387833
CSXT	387834
CSXT	387835
CSXT	387836
CSXT	387837
CSXT	387838
CSXT	387839
CSXT	387840
CSXT	387841
CSXT	387842
CSXT	387843
CSXT	387844
CSXT	387845
CSXT	387846
CSXT	387847
CSXT	387848
CSXT	387849
CSXT	387850
CSXT	387851
CSXT	387852
CSXT	387853
CSXT	387854
CSXT	387855
CSXT	387856
CSXT	387857
CSXT	387858
CSXT	387859
CSXT	387860
CSXT	387861
CSXT	387862
CSXT	387863

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387864
CSXT	387865
CSXT	387866
CSXT	387867
CSXT	387868
CSXT	387869
CSXT	387870
CSXT	387871
CSXT	387872
CSXT	387873
CSXT	387874
CSXT	387875
CSXT	387876
CSXT	387877
CSXT	387878
CSXT	387879
CSXT	387880
CSXT	387881
CSXT	387882
CSXT	387883
CSXT	387884
CSXT	387885
CSXT	387886
CSXT	387887
CSXT	387888
CSXT	387889
CSXT	387890
CSXT	387891
CSXT	387892
CSXT	387893
CSXT	387894
CSXT	387895
CSXT	387896
CSXT	387897
CSXT	387898
CSXT	387899
CSXT	387900
CSXT	387901
CSXT	387902
CSXT	387903
CSXT	387904
CSXT	387905
CSXT	387906
CSXT	387907
CSXT	387908
CSXT	387909
CSXT	387910
CSXT	387911
CSXT	387912
CSXT	387913
CSXT	387914
CSXT	387915
CSXT	387916
CSXT	387917
CSXT	387918
CSXT	387919
CSXT	387920

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387921
CSXT	387922
CSXT	387923
CSXT	387924
CSXT	387925
CSXT	387926
CSXT	387927
CSXT	387928
CSXT	387929
CSXT	387930
CSXT	387931
CSXT	387932
CSXT	387933
CSXT	387934
CSXT	387935
CSXT	387936
CSXT	387937
CSXT	387938
CSXT	387939
CSXT	387940
CSXT	387941
CSXT	387942
CSXT	387943
CSXT	387944
CSXT	387945
CSXT	387946
CSXT	387947
CSXT	387948
CSXT	387949
CSXT	387950
CSXT	387951
CSXT	387952
CSXT	387953
CSXT	387954
CSXT	387955
CSXT	387956
CSXT	387957
CSXT	387958
CSXT	387959
CSXT	387960
CSXT	387961
CSXT	387962
CSXT	387963
CSXT	387964
CSXT	387965
CSXT	387966
CSXT	387967
CSXT	387968
CSXT	387969
CSXT	387970
CSXT	387971
CSXT	387972
CSXT	387973
CSXT	387974
CSXT	387975
CSXT	387976
CSXT	387977

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	387978
CSXT	387979
CSXT	387980
CSXT	387981
CSXT	387982
CSXT	387983
CSXT	387984
CSXT	387985
CSXT	387986
CSXT	387987
CSXT	387988
CSXT	387989
CSXT	387990
CSXT	387991
CSXT	387992
CSXT	387993
CSXT	387994
CSXT	387995
CSXT	387996
CSXT	387997
CSXT	387998
CSXT	387999
CSXT	388000
CSXT	388001
CSXT	388002
CSXT	388003
CSXT	388004
CSXT	388005
CSXT	388006
CSXT	388007
CSXT	388008
CSXT	388009
CSXT	388010
CSXT	388011
CSXT	388012
CSXT	388013
CSXT	388014
CSXT	388015
CSXT	388016
CSXT	388017
CSXT	388018
CSXT	388019
CSXT	388020
CSXT	388021
CSXT	388022
CSXT	388023
CSXT	388024
CSXT	388025
CSXT	388026
CSXT	388027
CSXT	388028
CSXT	388029
CSXT	388030
CSXT	388031
CSXT	388032
CSXT	388033
CSXT	388034

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388035
CSXT	388036
CSXT	388037
CSXT	388038
CSXT	388039
CSXT	388040
CSXT	388041
CSXT	388042
CSXT	388043
CSXT	388044
CSXT	388045
CSXT	388046
CSXT	388047
CSXT	388048
CSXT	388049
CSXT	388050
CSXT	388051
CSXT	388052
CSXT	388053
CSXT	388054
CSXT	388055
CSXT	388056
CSXT	388057
CSXT	388058
CSXT	388059
CSXT	388060
CSXT	388061
CSXT	388062
CSXT	388063
CSXT	388064
CSXT	388065
CSXT	388066
CSXT	388067
CSXT	388068
CSXT	388069
CSXT	388070
CSXT	388071
CSXT	388072
CSXT	388073
CSXT	388074
CSXT	388075
CSXT	388076
CSXT	388077
CSXT	388078
CSXT	388079
CSXT	388080
CSXT	388081
CSXT	388082
CSXT	388083
CSXT	388084
CSXT	388085
CSXT	388086
CSXT	388087
CSXT	388088
CSXT	388089
CSXT	388090
CSXT	388091

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388092
CSXT	388093
CSXT	388094
CSXT	388095
CSXT	388096
CSXT	388097
CSXT	388098
CSXT	388099
CSXT	388100
CSXT	388101
CSXT	388102
CSXT	388103
CSXT	388104
CSXT	388105
CSXT	388106
CSXT	388107
CSXT	388108
CSXT	388109
CSXT	388110
CSXT	388111
CSXT	388112
CSXT	388113
CSXT	388114
CSXT	388115
CSXT	388116
CSXT	388117
CSXT	388118
CSXT	388119
CSXT	388120
CSXT	388121
CSXT	388122
CSXT	388123
CSXT	388124
CSXT	388125
CSXT	388126
CSXT	388127
CSXT	388128
CSXT	388129
CSXT	388130
CSXT	388131
CSXT	388132
CSXT	388133
CSXT	388134
CSXT	388135
CSXT	388136
CSXT	388137
CSXT	388138
CSXT	388139
CSXT	388140
CSXT	388141
CSXT	388142
CSXT	388143
CSXT	388144
CSXT	388145
CSXT	388146
CSXT	388147
CSXT	388148

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388149
CSXT	388150
CSXT	388151
CSXT	388152
CSXT	388153
CSXT	388154
CSXT	388155
CSXT	388156
CSXT	388157
CSXT	388158
CSXT	388159
CSXT	388160
CSXT	388161
CSXT	388162
CSXT	388163
CSXT	388164
CSXT	388165
CSXT	388166
CSXT	388167
CSXT	388168
CSXT	388169
CSXT	388170
CSXT	388171
CSXT	388172
CSXT	388173
CSXT	388174
CSXT	388175
CSXT	388176
CSXT	388177
CSXT	388178
CSXT	388179
CSXT	388180
CSXT	388181
CSXT	388182
CSXT	388183
CSXT	388184
CSXT	388185
CSXT	388186
CSXT	388187
CSXT	388188
CSXT	388189
CSXT	388190
CSXT	388191
CSXT	388192
CSXT	388193
CSXT	388194
CSXT	388195
CSXT	388196
CSXT	388197
CSXT	388198
CSXT	388199
CSXT	388200
CSXT	388201
CSXT	388202
CSXT	388203
CSXT	388204
CSXT	388205

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388206
CSXT	388207
CSXT	388208
CSXT	388209
CSXT	388210
CSXT	388211
CSXT	388212
CSXT	388213
CSXT	388214
CSXT	388215
CSXT	388216
CSXT	388217
CSXT	388218
CSXT	388219
CSXT	388220
CSXT	388221
CSXT	388222
CSXT	388223
CSXT	388224
CSXT	388225
CSXT	388226
CSXT	388227
CSXT	388228
CSXT	388229
CSXT	388230
CSXT	388231
CSXT	388232
CSXT	388233
CSXT	388234
CSXT	388235
CSXT	388236
CSXT	388237
CSXT	388238
CSXT	388239
CSXT	388240
CSXT	388241
CSXT	388242
CSXT	388243
CSXT	388244
CSXT	388245
CSXT	388246
CSXT	388247
CSXT	388248
CSXT	388249
CSXT	388250
CSXT	388251
CSXT	388252
CSXT	388253
CSXT	388254
CSXT	388255
CSXT	388256
CSXT	388257
CSXT	388258
CSXT	388259
CSXT	388260
CSXT	388261
CSXT	388262

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388263
CSXT	388264
CSXT	388265
CSXT	388266
CSXT	388267
CSXT	388268
CSXT	388269
CSXT	388270
CSXT	388271
CSXT	388272
CSXT	388273
CSXT	388274
CSXT	388275
CSXT	388276
CSXT	388277
CSXT	388278
CSXT	388279
CSXT	388280
CSXT	388281
CSXT	388282
CSXT	388283
CSXT	388284
CSXT	388285
CSXT	388286
CSXT	388287
CSXT	388288
CSXT	388289
CSXT	388290
CSXT	388291
CSXT	388292
CSXT	388293
CSXT	388294
CSXT	388295
CSXT	388296
CSXT	388297
CSXT	388298
CSXT	388299
CSXT	388300
CSXT	388301
CSXT	388302
CSXT	388303
CSXT	388304
CSXT	388305
CSXT	388306
CSXT	388307
CSXT	388308
CSXT	388309
CSXT	388310
CSXT	388311
CSXT	388312
CSXT	388313
CSXT	388314
CSXT	388315
CSXT	388316
CSXT	388317
CSXT	388318
CSXT	388319

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388320
CSXT	388321
CSXT	388322
CSXT	388323
CSXT	388324
CSXT	388325
CSXT	388326
CSXT	388327
CSXT	388328
CSXT	388329
CSXT	388330
CSXT	388331
CSXT	388332
CSXT	388333
CSXT	388334
CSXT	388335
CSXT	388336
CSXT	388337
CSXT	388338
CSXT	388339
CSXT	388340
CSXT	388341
CSXT	388342
CSXT	388343
CSXT	388344
CSXT	388345
CSXT	388346
CSXT	388347
CSXT	388348
CSXT	388349
CSXT	388350
CSXT	388351
CSXT	388352
CSXT	388353
CSXT	388354
CSXT	388355
CSXT	388356
CSXT	388357
CSXT	388358
CSXT	388359
CSXT	388360
CSXT	388361
CSXT	388362
CSXT	388363
CSXT	388364
CSXT	388365
CSXT	388366
CSXT	388367
CSXT	388368
CSXT	388369
CSXT	388370
CSXT	388371
CSXT	388372
CSXT	388373
CSXT	388374
CSXT	388375
CSXT	388376

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388377
CSXT	388378
CSXT	388379
CSXT	388380
CSXT	388381
CSXT	388382
CSXT	388383
CSXT	388384
CSXT	388385
CSXT	388386
CSXT	388387
CSXT	388388
CSXT	388389
CSXT	388390
CSXT	388391
CSXT	388392
CSXT	388393
CSXT	388394
CSXT	388395
CSXT	388396
CSXT	388397
CSXT	388398
CSXT	388399
CSXT	388400
CSXT	388401
CSXT	388402
CSXT	388403
CSXT	388404
CSXT	388405
CSXT	388406
CSXT	388407
CSXT	388408
CSXT	388409
CSXT	388410
CSXT	388411
CSXT	388412
CSXT	388413
CSXT	388414
CSXT	388415
CSXT	388416
CSXT	388417
CSXT	388418
CSXT	388419
CSXT	388420
CSXT	388421
CSXT	388422
CSXT	388423
CSXT	388424
CSXT	388425
CSXT	388426
CSXT	388427
CSXT	388428
CSXT	388429
CSXT	388430
CSXT	388431
CSXT	388432
CSXT	388433

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388434
CSXT	388435
CSXT	388436
CSXT	388437
CSXT	388438
CSXT	388439
CSXT	388440
CSXT	388441
CSXT	388442
CSXT	388443
CSXT	388444
CSXT	388445
CSXT	388446
CSXT	388447
CSXT	388448
CSXT	388449
CSXT	388450
CSXT	388451
CSXT	388452
CSXT	388453
CSXT	388454
CSXT	388455
CSXT	388456
CSXT	388457
CSXT	388458
CSXT	388459
CSXT	388460
CSXT	388461
CSXT	388462
CSXT	388463
CSXT	388464
CSXT	388465
CSXT	388466
CSXT	388467
CSXT	388468
CSXT	388469
CSXT	388470
CSXT	388471
CSXT	388472
CSXT	388473
CSXT	388474
CSXT	388475
CSXT	388476
CSXT	388477
CSXT	388478
CSXT	388479
CSXT	388480
CSXT	388481
CSXT	388482
CSXT	388483
CSXT	388484
CSXT	388485
CSXT	388486
CSXT	388487
CSXT	388488
CSXT	388489
CSXT	388490

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388491
CSXT	388492
CSXT	388493
CSXT	388494
CSXT	388495
CSXT	388496
CSXT	388497
CSXT	388498
CSXT	388499
CSXT	388500
CSXT	388501
CSXT	388502
CSXT	388503
CSXT	388504
CSXT	388505
CSXT	388506
CSXT	388507
CSXT	388508
CSXT	388509
CSXT	388510
CSXT	388511
CSXT	388512
CSXT	388513
CSXT	388514
CSXT	388515
CSXT	388516
CSXT	388517
CSXT	388518
CSXT	388519
CSXT	388520
CSXT	388521
CSXT	388522
CSXT	388523
CSXT	388524
CSXT	388525
CSXT	388526
CSXT	388527
CSXT	388528
CSXT	388529
CSXT	388530
CSXT	388531
CSXT	388532
CSXT	388533
CSXT	388534
CSXT	388535
CSXT	388536
CSXT	388537
CSXT	388538
CSXT	388539
CSXT	388540
CSXT	388541
CSXT	388542
CSXT	388543
CSXT	388544
CSXT	388545
CSXT	388546
CSXT	388547

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388548
CSXT	388549
CSXT	388550
CSXT	388551
CSXT	388552
CSXT	388553
CSXT	388554
CSXT	388555
CSXT	388556
CSXT	388557
CSXT	388558
CSXT	388559
CSXT	388560
CSXT	388561
CSXT	388562
CSXT	388563
CSXT	388564
CSXT	388565
CSXT	388566
CSXT	388567
CSXT	388568
CSXT	388569
CSXT	388570
CSXT	388571
CSXT	388572
CSXT	388573
CSXT	388574
CSXT	388575
CSXT	388576
CSXT	388577
CSXT	388578
CSXT	388579
CSXT	388580
CSXT	388581
CSXT	388582
CSXT	388583
CSXT	388584
CSXT	388585
CSXT	388586
CSXT	388587
CSXT	388588
CSXT	388589
CSXT	388590
CSXT	388591
CSXT	388592
CSXT	388593
CSXT	388594
CSXT	388595
CSXT	388596
CSXT	388597
CSXT	388598
CSXT	388599
CSXT	388600
CSXT	388601
CSXT	388602
CSXT	388603
CSXT	388604

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388605
CSXT	388606
CSXT	388607
CSXT	388608
CSXT	388609
CSXT	388610
CSXT	388611
CSXT	388612
CSXT	388613
CSXT	388614
CSXT	388615
CSXT	388616
CSXT	388617
CSXT	388618
CSXT	388619
CSXT	388620
CSXT	388621
CSXT	388622
CSXT	388623
CSXT	388624
CSXT	388625
CSXT	388626
CSXT	388627
CSXT	388628
CSXT	388629
CSXT	388630
CSXT	388631
CSXT	388632
CSXT	388633
CSXT	388634
CSXT	388635
CSXT	388636
CSXT	388637
CSXT	388638
CSXT	388639
CSXT	388640
CSXT	388641
CSXT	388642
CSXT	388643
CSXT	388644
CSXT	388645
CSXT	388646
CSXT	388647
CSXT	388648
CSXT	388649
CSXT	388650
CSXT	388651
CSXT	388652
CSXT	388653
CSXT	388654
CSXT	388655
CSXT	388656
CSXT	388657
CSXT	388658
CSXT	388659
CSXT	388660
CSXT	388661

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388662
CSXT	388663
CSXT	388664
CSXT	388665
CSXT	388666
CSXT	388667
CSXT	388668
CSXT	388669
CSXT	388670
CSXT	388671
CSXT	388672
CSXT	388673
CSXT	388674
CSXT	388675
CSXT	388676
CSXT	388677
CSXT	388678
CSXT	388679
CSXT	388680
CSXT	388681
CSXT	388682
CSXT	388683
CSXT	388684
CSXT	388685
CSXT	388686
CSXT	388687
CSXT	388688
CSXT	388689
CSXT	388690
CSXT	388691
CSXT	388692
CSXT	388693
CSXT	388694
CSXT	388695
CSXT	388696
CSXT	388697
CSXT	388698
CSXT	388699
CSXT	388700
CSXT	388701
CSXT	388702
CSXT	388703
CSXT	388704
CSXT	388705
CSXT	388706
CSXT	388707
CSXT	388708
CSXT	388709
CSXT	388710
CSXT	388711
CSXT	388712
CSXT	388713
CSXT	388714
CSXT	388715
CSXT	388716
CSXT	388717
CSXT	388718

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388719
CSXT	388720
CSXT	388721
CSXT	388722
CSXT	388723
CSXT	388724
CSXT	388725
CSXT	388726
CSXT	388727
CSXT	388728
CSXT	388729
CSXT	388730
CSXT	388731
CSXT	388732
CSXT	388733
CSXT	388734
CSXT	388735
CSXT	388736
CSXT	388737
CSXT	388738
CSXT	388739
CSXT	388740
CSXT	388741
CSXT	388742
CSXT	388743
CSXT	388744
CSXT	388745
CSXT	388746
CSXT	388747
CSXT	388748
CSXT	388749
CSXT	388750
CSXT	388751
CSXT	388752
CSXT	388753
CSXT	388754
CSXT	388755
CSXT	388756
CSXT	388757
CSXT	388758
CSXT	388759
CSXT	388760
CSXT	388761
CSXT	388762
CSXT	388763
CSXT	388764
CSXT	388765
CSXT	388766
CSXT	388767
CSXT	388768
CSXT	388769
CSXT	388770
CSXT	388771
CSXT	388772
CSXT	388773
CSXT	388774
CSXT	388775

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388776
CSXT	388777
CSXT	388778
CSXT	388779
CSXT	388780
CSXT	388781
CSXT	388782
CSXT	388783
CSXT	388784
CSXT	388785
CSXT	388786
CSXT	388787
CSXT	388788
CSXT	388789
CSXT	388790
CSXT	388791
CSXT	388792
CSXT	388793
CSXT	388794
CSXT	388795
CSXT	388796
CSXT	388797
CSXT	388798
CSXT	388799
CSXT	388800
CSXT	388801
CSXT	388802
CSXT	388803
CSXT	388804
CSXT	388805
CSXT	388806
CSXT	388807
CSXT	388808
CSXT	388809
CSXT	388810
CSXT	388811
CSXT	388812
CSXT	388813
CSXT	388814
CSXT	388815
CSXT	388816
CSXT	388817
CSXT	388818
CSXT	388819
CSXT	388820
CSXT	388821
CSXT	388822
CSXT	388823
CSXT	388824
CSXT	388825
CSXT	388826
CSXT	388827
CSXT	388828
CSXT	388829
CSXT	388830
CSXT	388831
CSXT	388832

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388833
CSXT	388834
CSXT	388835
CSXT	388836
CSXT	388837
CSXT	388838
CSXT	388839
CSXT	388840
CSXT	388841
CSXT	388842
CSXT	388843
CSXT	388844
CSXT	388845
CSXT	388846
CSXT	388847
CSXT	388848
CSXT	388849
CSXT	388850
CSXT	388851
CSXT	388852
CSXT	388853
CSXT	388854
CSXT	388855
CSXT	388856
CSXT	388857
CSXT	388858
CSXT	388859
CSXT	388860
CSXT	388861
CSXT	388862
CSXT	388863
CSXT	388864
CSXT	388865
CSXT	388866
CSXT	388867
CSXT	388868
CSXT	388869
CSXT	388870
CSXT	388871
CSXT	388872
CSXT	388873
CSXT	388874
CSXT	388875
CSXT	388876
CSXT	388877
CSXT	388878
CSXT	388879
CSXT	388880
CSXT	388881
CSXT	388882
CSXT	388883
CSXT	388884
CSXT	388885
CSXT	388886
CSXT	388887
CSXT	388888
CSXT	388889

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	388890
CSXT	388891
CSXT	388892
CSXT	388893
CSXT	388894
CSXT	388895
CSXT	388896
CSXT	388897
CSXT	388898
CSXT	388899
CSXT	388900
CSXT	388901
CSXT	388902
CSXT	388903
CSXT	388904
CSXT	388905
CSXT	388906
CSXT	388907
CSXT	388908
CSXT	388909
CSXT	388910
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BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

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NEW INITIAL	NEW NUMBER
CSXT	388947
CSXT	388948
CSXT	388949
CSXT	388950
CSXT	388951
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CSXT	389002
CSXT	389003

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389005
CSXT	389006
CSXT	389007
CSXT	389008
CSXT	389009
CSXT	389010
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BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389064
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CSXT	389116
CSXT	389117

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389119
CSXT	389120
CSXT	389121
CSXT	389122
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BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389230
CSXT	389231

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389288

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
CSXT	389289
CSXT	389290
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BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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CSXT	389402

BATH TUB GONS IN 1991 FINANCED REPAIR PROGRAM

NEW INITIAL	NEW NUMBER
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LEASE AGREEMENT

OCT 31 1991 -11 55 AM

Dated as of October 15, 1991 INTERSTATE COMMERCE COMMISSION

between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION
as Owner Trustee,
as Lessor

and

CSX TRANSPORTATION, INC.,
as Lessee

3400 100-TON GONDOLA CARS

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AGREEMENT AND TO THE EQUIPMENT COVERED HEREBY ON THE PART OF FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, 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, MORTGAGE AND SECURITY AGREEMENT DATED AS OF OCTOBER 15, 1991. NO SECURITY INTEREST IN THIS LEASE AGREEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART. THIS IS NOT THE ORIGINAL.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303
ON OCTOBER __, 1991 AT ____ .M.,
RECORDATION NUMBER _____, AND DEPOSITED
IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA
PURSUANT TO § 90 OF THE RAILWAY ACT OF CANADA
ON OCTOBER __, 1991 AT ____ .M.,
RECORDATION NUMBER _____.

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. Definitions	1
SECTION 2. Purchase and Lease; Renewal Terms; Return; Purchase Options	1
SECTION 3. Disclaimer of Warranties	8
SECTION 4. Use and Operation of Units	8
SECTION 5. Maintenance	9
SECTION 6. Inspection	9
SECTION 7. Improvements	10
SECTION 8. Liens	12
SECTION 9. Rent	13
SECTION 10. Insurance	18
SECTION 11. Loss, Requisition or Seizure	19
SECTION 12. Termination for Obsolescence	22
SECTION 13. Assignment and Sublease	25
SECTION 14. Events of Default	26
SECTION 15. Action Following an Event of Default	28
SECTION 16. Notices	32
SECTION 17. Further Assurances and Financial and Other Information	33
SECTION 18. Successor Banks and Trustees	35
SECTION 19. The Indenture Trustee	35
SECTION 20. Warranty Enforcement	35
SECTION 21. Lessor's Right to Perform for the Lessee	36
SECTION 22. Filings	36
SECTION 23. Miscellaneous	37

Exhibit A -- Form of Lease and Indenture Supplement

Schedule X -- Definitions

LEASE AGREEMENT dated as of October 15, 1991, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under the Trust Agreement (as defined in Schedule X hereto) (the "Lessor"), and CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee").

The Lessor and the Lessee agree as follows:

SECTION 1. Definitions. The following terms shall have the following meanings for all purposes of this Lease:

(a) unless otherwise expressly provided, all references herein to Sections or other subdivisions refer to the corresponding Sections and other subdivisions of this Lease;

(b) the terms "hereof," "herein," "hereby," "hereto," "hereunder," "hereinafter" and "herewith" refer to this Lease; and

(c) all terms used herein which are defined in or by reference in Schedule X hereto (including all terms defined by reference therein to other instruments or to Sections and other subdivisions of this Lease) shall have the respective meanings stated or referred to in said Schedule X.

SECTION 2. Purchase and Lease; Renewal Terms; Return; Purchase Options.

(a) Purchase and Lease. Effective on the Closing Date, if the conditions set forth in Section 5 of the Participation Agreement have been satisfied or waived, (i) the Lessor shall purchase from the Seller the Units described in the Bill of Sale, (ii) the Lessor shall be deemed to have tendered delivery of such Units to the Lessee and the Lessee shall be deemed to have accepted delivery thereof, (iii) the Lessor shall lease such Units to the Lessee and the Lessee shall lease such Units from the Lessor under this Lease for the Rent and Lease Term hereinafter stipulated (subject to the exercise by the Lessee of its renewal option or options as provided herein for one or more Renewal Terms and upon the terms and conditions herein set forth) and (iv) the Lessor and the Lessee shall conclusively evidence that such Units have been made subject to this Lease by executing and delivering a Lease and Indenture Supplement substantially in the form attached as Exhibit A hereto covering the Units so purchased and leased.

(b) Renewal Terms. Provided that no Default pursuant to Section 14(f) or no Event of Default shall have occurred and then be continuing, the Lessee shall be entitled to renew this Lease pursuant to the following terms and conditions with respect to all, but not less than all of any Type of Units then being

leased under this Lease on the last day of the Basic Term or any Renewal Term then in effect, for one or more Renewal Terms commencing on the first day following the end of the Basic Term or any Renewal Term for which a renewal has been effected (each a "Renewal Term Commencement Date"):

(i) Appraisal Determination. The Lessee may by notice to the Lessor at any time at least 270 days (but no more than 540 days) prior to the Renewal Term Commencement Date for any proposed Fair Market Renewal hereunder, request that a determination be made under subclause (iii)(C) of this paragraph (b). No such request pursuant to this clause (i) for a determination shall be deemed an election by the Lessee of a renewal pursuant to the provisions of this paragraph (b).

(ii) Notice. In the event that the Lessee elects to renew this Lease, the Lessee shall provide the Lessor with a notice irrevocably electing such renewal at least 180 days prior to the Renewal Term Commencement Date on which such elected renewal is to take effect. Such notice shall specify (A) the desired Renewal Term which shall be determined in accordance with subclause (iii)(A) of this paragraph (b), and (B) the Type of Units to be leased during such Renewal Term.

(iii) Fair Market Renewal. Each renewal pursuant to this clause (iii) shall be referred to as a "Fair Market Renewal" and shall be made pursuant to the following terms and conditions:

(A) The period of each Fair Market Renewal (each, a "Fair Market Renewal Term") for the Units being leased during such Renewal Term shall be the period commencing on the Renewal Term Commencement Date for which a Fair Market Renewal is being requested and ending on the last day of the Renewal Term specified by the Lessee in the notice delivered pursuant to clause (ii) of this paragraph (b), which period shall be in increments of one or more whole years.

(B) Basic Rent for the Units being leased during each Fair Market Renewal Term shall be the Fair Market Rent in respect of the Units being leased for such period (as determined pursuant to the provisions of subclause (C) of this clause (iii)), payable in arrears on each Payment Date during such Fair Market Renewal Term and on the last day of such Fair Market Renewal

Term. During each Fair Market Renewal Term, the Stipulated Loss Value for the Units being leased during such Renewal Term shall (x) on the Renewal Period Commencement Date for such Fair Market Renewal Term, be equal to the Fair Market Sale Value of such Units as of such Renewal Term Commencement Date (as determined with respect to such Fair Market Renewal Term pursuant to subclause (C) below) and (y) during the remainder of such Fair Market Renewal Term, be reduced on a straight-line basis from the Stipulated Loss Value so determined as of the relevant Renewal Term Commencement Date to the estimated Fair Market Sale Value of such Units as of the last day of such Fair Market Renewal Term (as determined with respect to such Fair Market Renewal Term pursuant to subclause (C) below).

(C) In connection with each actual or prospective Fair Market Renewal for any Units to be leased during a Fair Market Renewal Term, a determination shall be made (pursuant to the Appraisal Procedure) of (x) the Fair Market Sale Value of such Units as of the relevant Renewal Term Commencement Date and as of the last day of such Fair Market Renewal Term, and (y) the Fair Market Rent of such Units. Such determination (which shall be made within the time periods required pursuant to the Appraisal Procedure) shall be made as of the Renewal Term Commencement Date for the relevant Fair Market Renewal for such Units and shall be completed before the Renewal Term Commencement Date for such Fair Market Renewal.

(iv) General. All provisions of this Lease shall be applicable during each Renewal Term, except that the Basic Rent and Stipulated Loss Values payable under this Lease during each Renewal Term shall be those specified in this paragraph (b).

(c) Redelivery. The Lessee shall assemble and deliver possession of the Units in accordance with the terms of this Lease, at the Lessee's own cost and expense, in such numbers and to such location or locations on the Lessee's lines or to such interconnection point or points with Lessee's lines, which locations shall be reasonably acceptable to the Lessee (taking into account the capacity of such lines and points and the possible disruption to the Lessee's operations as a result of such return) (the "Redelivery Locations") (i) subject to Section 2(g) hereof, on the date of the expiration of the Basic Term or any applicable Renewal Term, as the Lessor shall designate in writing to the

Lessee not less than 90 days prior to the expiration of the Basic Term or any applicable Renewal Term or (ii) at the termination of the applicable storage period or at such earlier time as the Lessee 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 Unit more than once at the request of the Lessor. Any Unit delivered to such Redelivery Location (or into storage, as the Lessor may have requested as provided below) shall be deemed to be redelivered hereunder (and, subject to the next succeeding paragraph, Basic Rent with respect to such redelivered Units shall cease to accrue with respect thereto) on the later to occur of (i) the expiration of the Basic Term or any applicable Renewal Term and (ii) the date on which at least 10% of the original number of Units subject to this Lease (or such lesser number of Units as Lessor may have requested to be delivered to such Redelivery Location or into storage) shall have been delivered to any one such Redelivery Location or into storage. The Lessee will, at the request of Lessor, store any Unit free of charge and at the Lessee's expense and risk on storage tracks selected and owned by the Lessee for a period commencing on the date of the delivery thereof to such storage tracks and terminating on a date not later than 45 days after the placing in storage of an aggregate of at least 10% of the original number of Units subject to this Lease (or such lesser number of Units as Lessor may have requested to be stored) pursuant to any one such request of the Lessor. In addition, the Lessor shall have the right to store each such Unit redelivered to it on storage tracks owned by the Lessee for an additional period of 90 days after the expiration of the free storage period referred to in the preceding sentence; provided, that the Lessee may charge the Lessor an amount based on the then normal rates charged by the Lessee to third parties for storage of railroad equipment of the same or similar type on its tracks, and such additional storage shall be at the Lessor's expense and risk. The Lessee agrees to notify the Lessor when an aggregate of 10% of the original number of Units subject to this Lease (or such lesser number of Units as the Lessor may have requested to be delivered to such Redelivery Location or placed in storage, as the case may be) shall have been delivered to any one such Redelivery Location or placed in such storage (in each case, a "Unit Return Notice"), and, in the case of storage, the 45-day period referenced in the second preceding sentence shall be deemed to commence with respect to such Units on the date of such Unit Return Notice.

If the Lessor or its agent shall inspect any Unit pursuant to Section 2(d) and shall conclude in good faith that such Unit is not in the condition required by Section 2(d), the

Lessee, at its expense and risk, shall within 30 days thereafter make such repairs and perform such work as shall be necessary to place such Unit in the condition required by Section 2(d). The Lessee will provide the Lessor with notice when such Unit has been repaired so as to be in the condition required by Section 2(d) and is ready to be reinspected by the Lessor or its agent, and the Lessor or its agent shall have 10 days from such date to inspect such Unit and inform the Lessee if such Unit is still not in the condition required by Section 2(d) (in which case the provisions of this paragraph shall continue to control). The Lessee agrees to pay the daily equivalent of Basic Rent (calculated on the basis of the average of the actual Basic Rent payments payable in respect of Units on each Payment Date during the Basic Term or the applicable Renewal Term, as the case may be) on each Unit not redelivered in the condition required by Section 2(d), from and including the last day on which the Lessee paid Basic Rent with respect to such Unit to but excluding the date the Lessee gives the notice described in the next preceding sentence.

(d) Return Condition. At the time of any return, the Units so being returned shall be free and clear of all Liens (except any Owner Encumbrances and Permitted Encumbrances, it being understood that the Lessee will promptly and diligently cause any such Permitted Encumbrances to be discharged and, at the Owner Trustee's request, the Lessee shall bond or provide such other form of security for payment and discharge of such Permitted Encumbrances as the Owner Trustee may reasonably request) and shall be in the condition required by Sections 2(c) and 5 hereof. Each Unit redelivered hereunder shall be (i) in a condition suitable for the general purpose for which it was originally intended, (ii) in a condition comparable to that of railroad equipment of a similar type and age and in compliance with the then prevailing applicable rules of the Association of American Railroads and the Federal Railway Administration or any successor entities and (iii) in a condition consistent with the requirements of Applicable Law. In addition, each Unit redelivered pursuant to Section 2(c) shall be in the condition required by Section 5 hereof. The Lessor or its agent may inspect any Unit redelivered hereunder to determine whether such Unit is in the condition required by this Section 2(d) at any time prior to the earlier of (x) 30 days after the date of the Unit Return Notice in respect of such Unit and (y) 10 days after such Unit shall have been returned to Lessor at the Redelivery Location pursuant to Section 2(c), or at such other time as may be specified in Section 2(c). At such inspection, independent inspectors or surveyors representing both the Lessee and the Lessor, or an independent inspector or surveyor satisfactory to both sides,

shall be present and shall determine and state the agreed repairs or work necessary to place such Unit on the date of return in the condition required by this Section 2(d). The Lessee and the Lessor shall bear the cost of their respective independent inspectors or surveyors.

(e) Early Purchase Option. Provided that no Default pursuant to Section 14(f) or no Event of Default shall occurred and be continuing, on March 1, 2002, the Lessee shall be entitled, upon not less than 180 days' irrevocable prior written notice to the Lessor and the Indenture Trustee, to purchase not less than 25% of the Units, randomly selected, then being leased under this Lease for a purchase price equal to (x) if such Units are to be purchased free and clear of the Lien of the Indenture, the then Fair Market Sales Value of such Units (determined in accordance with the Appraisal Procedure) plus any Supplemental Rent then due and sales tax payable in connection with the purchase of such Units or (y) if such purchase constitutes an Assumption Event, the Fair Market Sales Value of such Unit plus any Supplemental Rent then due and sales tax payable in connection with the purchase of such Units less an amount equal to the product of (i) the aggregate principal amount of the Certificates Outstanding on such date and (ii) a fraction the numerator of which is the aggregate Lessor's Cost for such Units and the denominator of which is the aggregate Lessor's Cost for all of the Units then subject to this Lease; provided, that in the event such Units are to be purchased free and clear of the Lien of the Indenture, the Lessee shall first, on behalf of the Lessor, give the Indenture Trustee no later than January 15, 2002, an irrevocable notice of redemption with respect to that aggregate principal amount of the Certificates Outstanding to be redeemed pursuant to Section 4.01(d) of the Indenture in connection with such purchase, and shall directly pay the Indenture Trustee the redemption price required to redeem such aggregate principal amount of Certificates calculated in accordance with the Indenture and then pay to the Lessor any remaining amount of the purchase price. In connection with the exercise of the purchase option under this Section 2(e), the Lessor shall transfer all its right, title and interest in and to such Units to the Lessee without recourse or warranty on the part of the Lessor except that the Lessor shall warrant to the Lessee that such Units are free and clear of all Owner Encumbrances and, at the expense of the Lessee, shall execute and deliver such documents as shall be reasonably necessary or appropriate to consummate such sale and, in the case of a purchase which is an Assumption Event, such documents as are required by Section 4.03 of the Indenture.

(f) Purchase at Expiration of Lease Term. Provided that no Default pursuant to Section 14(f) or no Event of Default shall have occurred and be continuing, the Lessee shall be entitled at the expiration of the Lease Term with respect to the Units to purchase pursuant to the following terms and conditions all, but not less than all, of any Type of Units then being leased under this Lease as follows:

(i) The Lessee may, by notice to the Lessor at any time not less than 270 days (but not more than 540 days) prior to the expiration of the Lease Term with respect to the Units to be purchased, request that a determination be made under clause (iv) of this paragraph (f) of the Fair Market Sale Value of such Units. No such request for a determination pursuant to this clause (i) shall be deemed an election by the Lessee for a purchase pursuant to the provisions of this paragraph (f).

(ii) In the event that the Lessee elects to purchase such Units, the Lessee shall provide the Lessor with a notice irrevocably making such election at least 180 days prior to the expiration of the Lease Term with respect to such Units.

(iii) The Lessee shall pay to the Lessor, on the expiration of the Lease Term with respect to such Units, an amount equal to the Fair Market Sale Value for such Units, and upon such payment and the payment by the Lessee of all Rent payable on or before such expiration date with respect to such Units (including, without limitation, the Basic Rent becoming due and payable on such expiration date), the Lessor shall transfer all its right, title and interest in and to such Units to the Lessee, without any representation, recourse or warranty on the part of the Lessor except that the Lessor shall warrant to the Lessee that such Units are free and clear of all Owner Encumbrances.

(iv) In connection with an actual or prospective purchase by the Lessee of Units pursuant to this Section 2(f), a determination shall be made (pursuant to the Appraisal Procedure) of the Fair Market Sale Value of the Units. Such determination (which shall be made within the time periods required by the Appraisal Procedure) shall be made as of, and completed prior to, the expiration of the Lease Term with respect to the Units.

(g) Extension of Lease Term. Upon the expiration of the Basic Term and all applicable Renewal Terms, the Lease Term

for any Unit shall be extended for any period necessary for the return of such Unit to the location designated by the Lessor pursuant to Section 2(c); provided, that no such extension shall exceed 90 days. The Lessee agrees to pay the daily equivalent of Basic Rent (calculated on the basis of the average of the actual Basic Rent payments payable in respect of the Units one each Payment Date during the Basic Term or the applicable Renewal Term, as the case may be) on each Unit redelivered subsequent to the expiration of the Basic Term or such Renewal Term and as to which the Lessor or its agent shall not have determined that such Unit was redelivered in violation of the requirements of Section 2(d), from and including the final Payment Date to but excluding the date of redelivery hereunder.

SECTION 3. Disclaimer of Warranties.

(a) No Representation or Warranty. THE LESSEE ACKNOWLEDGES THAT (i) THE UNITS ARE OF DESIGN AND MANUFACTURE SELECTED BY THE LESSEE, (ii) THE UNITS ARE SUITABLE FOR THE LESSEE'S PURPOSES AND (iii) THE LESSOR IS NOT A MANUFACTURER OR DEALER IN SUCH PROPERTY. THE LESSEE ACKNOWLEDGES THAT NONE OF THE OWNER PARTICIPANT NOR THE LESSOR MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION OR CONDITION OF THE UNITS OR AS TO THE TITLE, VALUE, CONDITION, DESIGN OR MERCHANTABILITY OF THE UNITS, OR AS TO THE FITNESS OF THE UNITS FOR ANY PARTICULAR USE OR PURPOSE, OR, EXCEPT AS SET FORTH IN SECTION 3(b), ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS AND UNDER NO CIRCUMSTANCES WHATSOEVER SHALL FIRST SECURITY OR THE LESSOR BE LIABLE OR RESPONSIBLE TO THE LESSEE FOR ANY CONSEQUENTIAL DAMAGES.

(b) Title. Notwithstanding the provisions of the foregoing paragraph (a), the Lessor represents and warrants that on the Closing Date it will have whatever title to the Units as has been conveyed to it on such date by the Seller, subject to no Owner Encumbrances.

SECTION 4. Use and Operation of Units. During the Lease Term, so long as no Event of Default has occurred and is continuing, the Lessee has the exclusive right to possession, control and full use of the Units leased hereunder and may use such Units in any lawful trade or commerce and in interchange service under the rules of the AAR; provided, however, that the Lessee shall use each Unit only in the manner for which it was designed and intended and that such Units shall not be used or operated in any manner contrary to any Applicable Law.

SECTION 5. Maintenance. The Lessee, at its own expense and risk, shall throughout the Lease Term maintain, and repair so as to keep the Units in good operation condition, ordinary wear and tear excepted, at least in accordance with the standards of maintenance for similar units of railroad equipment operating in interchange service and in the manner and in the same condition as Lessee would, in the prudent management of its own business, maintain and repair similar equipment owned by it at such time so that such Units will remain (i) in as good operating condition as when delivered (ordinary wear and tear excepted) and (ii) in compliance with any and all Applicable Law. The Lessee agrees that it will not discriminate against any Unit (as compared to other similar equipment owned by Lessee) with respect to its use, operation or maintenance in contemplation of the expiration or termination of this Lease. Notwithstanding the foregoing, the Lessee, in its discretion, may withdraw from service any Unit for any reason at and for any time, during which time the Lessee shall not be required to maintain or repair such Unit; provided, however, that (x) the Lessee shall remain responsible for the preservation, safekeeping, use, operation and safe storage of such Unit, (y) the Lessee's actions with respect to such Unit shall not impair the value, utility, useful life or residual value that such Unit would have had it been kept in service and maintained in accordance with this Section 5 and (z) the foregoing shall not affect the Lessee's obligation to return such Unit in the condition specified in Section 2(d).

SECTION 6. Inspection. The Lessor, the Owner Participant or the Indenture Trustee, or their authorized representatives, may at any time, upon reasonable notice and at their own risk and expense, inspect the Units and applicable maintenance and use records relating thereto, and the Lessee shall make the foregoing available to such parties, but neither the Lessor, the Owner Participant nor the Indenture Trustee shall have any duty to do so; provided, however, that any such inspection shall in no way interfere with any repairs or maintenance or the use and operation of the Units; and provided, further, that in exercising such right of inspection, (i) such parties shall not unreasonably interfere with the Lessee's normal business operations and (ii) such parties shall hold the Lessee harmless from any claims resulting from injury, loss or death sustained by the representatives of such parties on the Lessee's premises during any such inspection except to the extent that any such injury, loss or death occurs as a direct result of the Lessee's negligence or willful misconduct.

SECTION 7. Improvements.

(a) Improvements. The Lessee shall make such Improvements to the Units as shall be required in order to comply with Section 5. In addition, the Lessee may make such other Improvements to the Units as the Lessee may deem desirable but only to the extent that (i) in the case of Severable Improvements, such Severable Improvements are readily removable without causing material damage to the Units and without impairing their commercial value (determined as if such improvements had not been made) and (ii) in the case of Nonseverable Improvements, such Nonseverable Improvements do not diminish, in the Lessee's good faith opinion, the Units' fair market sale value, remaining expected useful life, productive capacity, residual value or utility.

(b) Title; Removal of Severable Improvements. Title to each Nonseverable Improvement shall, without further act, vest in the Lessor. Title to each Severable Improvement shall, without further act, vest or remain, as the case may be, in the Lessee, and, provided no Event of Default shall then have occurred and be continuing, the Lessee at its own expense and risk shall have the right to remove any Severable Improvement to which the Lessee has title from the Units at any time during or at the expiration of the Lease Term. Any Severable Improvement not so removed shall become the property of the Lessor. The Lessor shall have the right to purchase any Severable Improvements from the Lessee upon the expiration of the Lease Term in consideration of the payment to the Lessee of the Fair Market Sale Value thereof (as determined pursuant to the Appraisal Procedure).

(c) Removable of Property; Replacements. The Lessee may, in the ordinary course of maintenance or repair of any Unit, remove any item of property constituting a part of such Unit, and unless the removal of such item is required by Section 5, the Lessee shall replace such item as promptly as possible by an item of property that is free and clear of all liens, encumbrances and rights of others (other than Permitted Encumbrances) and subject to the Lien of the Indenture and in as good operating condition as, and with a value, utility and useful life at least equal to, the item of property being replaced. Any item of property removed from such Unit as provided in the preceding sentence shall remain the property of the Lessor until replaced in accordance with the terms of said sentence, but shall then, without further act, become the property of the Lessee. Any such replacement property shall, without further act, become the property of the Lessor and be deemed part of such Unit for all purposes hereof, subject to the Lien of the Indenture.

(d) Identification Marks. The Lessee will exercise its best efforts (i) to cause, as soon as practicable after a given Unit becomes subject to the terms of this Lease, such Unit to be kept numbered with the identifying number as set forth in Schedule 1 to the Lease and Indenture Supplement executed and delivered on the relevant Closing Date and (ii) to keep and maintain, as soon as practicable after such Unit becomes subject to the terms of this Lease, any other markings as from time to time may be required by Applicable Law in order to protect the title of the Lessor and the rights of the Lessor and the Indenture Trustee under the Operative Documents. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until the required markings shall have been so made and will replace promptly any such markings which may be removed, defaced, obliterated or destroyed. The Lessee will not permit the identifying number of any Unit to be changed unless and until: (i) a Lease amendment or statement of new identifying numbers to be substituted therefor shall have been filed with the Lessor and the Indenture Trustee and duly filed, recorded or deposited in all public offices where this Lease and the Indenture shall have been filed, recorded and deposited; and (ii) Lessee shall have furnished the Indenture Trustee and Lessor an Opinion of Counsel to the effect that such statement has been so filed and deposited, and that no other filing deposit or giving of notice under any Applicable Law in the United States of America is necessary to protect the rights of the Indenture Trustee and Lessor in such Unit. The Lessee shall have the right at its expense to display indicia of operation of any Unit by the Lessee or any Affiliate of the Lessee and identify such Unit with such name as the Lessee may elect; provided, however, that Lessee will not otherwise allow the name of any Person to be placed on any Unit as a designation that might be interpreted as a claim of ownership.

(e) Limited Use Property. Notwithstanding any provision of this Section 7 to the contrary, the Lessee shall make no modification, alteration, change, substitution or other Improvement to any Unit, or any part thereof, that would cause such Unit to become "limited use property" within the meaning of Rev. Proc. 76-30.

SECTION 8. Liens.

(a) Liens. None of the Lessee and any sublessee nor any other Person shall directly or indirectly have any right, power or authority to, and none of the Lessee, any sublessee or any other Person shall, create, assume, incur or permit to exist

any Lien on or with respect to any Unit, other than Permitted Encumbrances or Owner Encumbrances. The Lessee shall notify the Lessor promptly of the imposition of any such Lien and shall promptly cause the same to be discharged, dismissed or removed, and in any event within 30 days after the Lessee first knows of the existence of any Lien; provided, that notwithstanding the foregoing, the Lessee shall have the right to contest any such Lien in good faith by appropriate proceedings, diligently prosecuted or appealed so long as such Lien does not involve a significant risk of a sale, forfeiture or loss of such Unit.

(b) Release of Liens. The Lessee agrees that it will at its own cost and expense promptly take such action as may be necessary duly to discharge any Liens that are not Permitted Encumbrances or Owner Encumbrances or in the event that any Unit shall be attached, levied upon or taken into custody, or detained or sequestered, by virtue of any proceeding in any court or tribunal, or by any governmental or other authority on account of any such Lien, the Lessee shall cause such Unit to be released and all such Liens to be promptly discharged (except to the extent that the same shall be contested by the Lessee in good faith by appropriate proceedings, so long as such Lien does not involve any material risk of a sale, forfeiture or loss of such Unit and shall not affect the continued use of such Unit). The Lessee shall protect, save and keep harmless the Owner Participant, the Lessor, the Indenture Estate, the Indenture Trustee and the Holders from time to time of the Certificates and their respective successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature that may be imposed on, incurred by or asserted at any time (whether before, during or after the Lease Term) against the Owner Participant, the Lessor, the Indenture Trustee or any Holder in any way relating to or arising out of any such Liens that are not Permitted Encumbrances or Owner Encumbrances, but under no circumstances whatsoever shall the Lessee be liable for or responsible to the Owner Participant, the Lessor, the Indenture Estate, the Indenture Trustee or any Holder for any consequential damages.

SECTION 9. Rent.

(a) Interim Rent. The Lessee agrees to pay Interim Rent in one installment due on the Basic Term Commencement Date, in an amount equal to the aggregate amount of interest accrued but unpaid to such date on the Certificates.

(b) Basic Rent. Subject to any adjustments required by paragraphs (e) and (f) of this Section 9 and by the immediately following sentence, the Lessee hereby agrees to pay to the Lessor (i) on each Payment Date during the Basic Term, Basic Rent for each Unit payable in semi-annual installments, each in an amount equal to the product of the Lessor's Cost for such Unit multiplied by the percentage listed in Schedule 2 to the Lease and Indenture Supplement opposite the relevant Payment Date, (ii) for any Renewal Term pursuant to paragraph (b) of Section 2 of this Lease, Basic Rent, payable on such dates and in such amounts as provided in such paragraph (b) and (iii) for any extension of the Lease Term contemplated by Section 2(c) or 2(g), Basic Rent, payable on the date such Unit shall be delivered by the Lessee to the Lessor pursuant to Section 2(c), in an amount for each day of such extension equal to 1/180th of the average of the Basic Rent paid on each Payment Date in the Basic Term or the applicable Renewal Term, as the case may be, prior to such extension. It is understood that all payments (other than Excepted Property) to be made by the Lessee under this Lease will become subject to the Lien of the Indenture and to all the rights of the Indenture Trustee thereunder.

(c) Supplemental Rent. In addition to its obligation to pay Interim Rent and Basic Rent hereunder, the Lessee shall pay to the Lessor or such other Person entitled thereto any and all Supplemental Rent (whether provided for herein or in any other Operative Document) as and when the same shall become due and owing, including, without limitation, the following:

(i) The Lessee agrees to pay to the Lessor (or to such other Person entitled thereto in the case of any Supplemental Rent not paid when due), on demand, as Supplemental Rent, to the extent permitted by applicable law, interest at a rate per annum equal to the Overdue Rate on any part of any installment of Interim Rent, Basic Rent or Supplemental Rent not paid when due for any period for which the same shall be overdue.

(ii) The Lessee agrees that any Premium payable with respect to the Certificates (other than Premium payable by the Owner Trustee pursuant to Section 4.01(b) of the Indenture in the event the Owner Trustee elects to retain any Units pursuant to Section 12(c) hereof) shall be payable by the Lessee on behalf of the Lessor in accordance with the terms of the Indenture, as Supplemental Rent.

(iii) The Lessee agrees that any payments required under Section 13 of the Participation Agreement shall be deemed payable as Supplemental Rent hereunder.

(d) Manner of Payment; Unconditional Payment. Except as otherwise provided in paragraph (g) of this Section 9, all Rent (except all amounts of Supplemental Rent, indemnities and other payments of any kind which are payable directly to the Owner Participant, or which are payable directly to the Lessor for the sole benefit of the Owner Participant or First Security) shall be paid by the Lessee to the Lessor at its address specified in Section 16, or as Lessor may otherwise direct from time to time in writing; provided that, so long as the Indenture shall not have been discharged pursuant to Section 5.01 thereof, Lessor hereby directs, and Lessee agrees, that all payments of Rent and all other amounts payable hereunder (other than Excepted Property, which shall be paid to the Person entitled thereto) shall be paid directly to the Indenture Trustee at its office at Two Hopkins Plaza, Baltimore, Maryland 21201, Attention: Corporate Trust Department, or as the Indenture Trustee may otherwise direct in writing. Except as otherwise provided in paragraph (g) of this Section 9, all Interim Rent, Basic Rent, and Supplemental Rent shall be payable in immediately available funds at the place where payment is required to be made on or before 11:00 A.M. (New York City time) on the day when each such payment shall be due. Except as specifically provided in this Lease, the Lessee's obligation to pay Interim Rent, Basic Rent, and Supplemental Rent payable hereunder shall be absolute and unconditional under any and all circumstances and shall not be affected by any circumstances of any character, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which the Lessee may have against the Lessor, the Indenture Trustee, any Participant or anyone else for any reason whatsoever, including, without limitation, any default by the Lessor or any party to the Participation Agreement or any agreement referred to therein in their respective obligations hereunder or thereunder, (ii) any unavailability of any Unit, after its delivery and acceptance by the Lessee hereunder, for any reason, including, without limitation, any lack of invalidity of title or any other defect in the title, condition, design, operation or fitness for use of any Unit, (iii) any failure or delay on the part of the Lessor, the Indenture Trustee or the Owner Participant or any other Person, whether with or without fault on its part, in performing or complying with any of the terms or covenants hereunder or any of the other Operative Documents, (iv) any loss or destruction of, or damage to, any Unit or interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever and of whatever duration, (v) any insolvency,

bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding by or against the Lessor, the Indenture Trustee, the Lessee or the Owner Participant, (vi) any breach of any representation or warranty of, or any act or omission of, the Lessor, the Indenture Trustee or the Owner Participant, (vii) any claims as a result of any other business dealings by the Lessor, the Indenture Trustee, the Owner Participant or the Lessee, (viii) the requisitioning, seizure or other taking of title to or use of any Unit by any government or governmental authority or otherwise whether or not by reason of any act or omission of the Lessor or the Lessee or the Indenture Trustee, or any other deprivation or limitation of use of any Unit in any respect or for any length of time, whether or not resulting from accident and whether or not without fault on the part of the Lessee, (ix) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, (x) the lack of right, power, or authority of the Lessor to enter into this Lease, (xi) any ineligibility of such Unit for any particular use, whether due to any failure of the Lessor, the Lessee or any other Person to comply with any Applicable Law or otherwise, (xii) any event of force majeure or any frustration, (xiii) any legal requirement or (xiv) any other cause, circumstance or happening, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. The Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein, the Lessee nonetheless agrees to pay to the Lessor an amount equal to each Basic Rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. Except to the extent of any payment in excess of that required to be made hereunder, each payment of Interim Rent, Basic Rent and Supplemental Rent made by the Lessee shall be final, and the Lessee will not seek to recover all or any part of such payment from the Indenture Trustee, any Holder of a Certificate, the Lessor or the Owner Participant for any reason whatsoever.

(e) Other Adjustments. The Interim Rent, the Basic Rent percentages set forth in Schedule 1 to the Lease and Indenture Supplement, the Stipulated Loss Value percentages and Termination Value percentages set forth in Schedules 3 and 4 to the Lease and Indenture Supplement delivered in accordance with the

terms hereof and of the Participation Agreement, shall be adjusted upward or downward if:

(i) delivery and acceptance of any Units shall not occur on the date and in the amounts (both as to the number of such Units to be delivered on such date and the purchase prices thereof) set forth in Exhibit F to the Participation Agreement as in effect on the date of execution thereof;

(ii) the Basic Term Commencement Date shall be other than that set forth in the Operative Documents;

(iii) Transaction Costs are other than 1% of the aggregate Lessor's Cost for the Units;

(iv) the Certificates are refinanced pursuant to Section 20 of the Participation Agreement (which adjustment shall reflect, inter alia, the amount of expenses relating to such refinancing, paid by the Owner Trustee (or the Owner Participant));

which adjustments shall be calculated for all periods from and after the Closing Date, promptly after the occurrence of the event giving rise thereto, shall be effective as of such date (except that any adjustment to the Stipulated Loss Value percentages and the Termination Value percentages shall be effective as of the Closing Date) and shall be such as to maintain the Owner Participant's Net Return (after giving effect to the factors taken into account in such adjustments) but which shall, subject to such maintenance, minimize the net present value (computed utilizing a discount rate equal to the Prime Rate) of Basic Rent payments.

Each adjustment made pursuant to this paragraph (f) shall satisfy the requirements of (i) in the case of adjustments pursuant to Section 9(e)(iv), to the extent practicable, Section 467 of the Code as in effect at the time of such recalculation or adjustment (on a prospective basis), (ii) in the case of adjustments pursuant to Section 9(e)(i), (ii) and (iii), to the extent practicable, Section 467 of the Code as in effect on the Closing Date (on a prospective basis), and (iii) in all cases (and utilizing the Appraisal delivered on the Closing Date), on a prospective basis, Rev. Procs. 75-21 and 75-28 as in effect on the Closing Date, and F.A.S.B. Statement No. 13 for treatment in respect of the Owner Participant as a leveraged lease; provided that any requirement identified in this paragraph shall not apply to the extent the same was not satisfied as of the Closing Date.

(f) Determination of Adjustments. Any adjustment pursuant to Section 9(e) shall initially be computed by the Owner Participant, which shall employ a computer optimization program which results in Basic Rent similar to those in effect on the Closing Date. The results of such computation by the Owner Participant shall promptly be delivered to the Lessee. Within 10 Business Days after the receipt of the results of an adjustment, the Lessee may request that the Verifying Accountant verify, after consultation with the Owner Participant and the Lessee, the accuracy of such adjustment in accordance with Section 9(e), and the Owner Participant and the Lessee hereby agree to provide the Verifying Accountant with all information and materials as shall be reasonably necessary or desirable in connection therewith. If the Verifying Accountant confirms that such adjustment is in accordance with Section 9(e), it shall so certify to the Lessee, and such certification shall be final, binding and conclusive on the Lessee, the Owner Participant and the Lessor. If the Verifying Accountant concludes that such recalculation or adjustment is not in accordance with Section 9(e), it shall so certify to the Lessee and the Owner Participant, and the Owner Participant shall again compute the required adjustment. Such further adjustment shall again be subject to the provisions of this Section 9(f). The final determination of any recalculation or adjustment hereunder shall be set forth in an amendment to this Lease, executed and delivered by the Lessor and the Lessee and consented to by the Owner Participant; provided, however, that failure to execute and deliver such amendment shall not affect the validity and effectiveness of any such recalculation or adjustment. The reasonable fees of the Verifying Accountant in verifying an adjustment pursuant to this Section 9(f) shall be paid by the Lessee within ten days after demand, except that the Lessor and the Owner Participant shall pay such fees, costs and expenses if such recalculation or adjustment is required to be recomputed because of an error of the Owner Participant resulting in a net present value (calculated at a discount rate equal to the Prime Rate) of the recalculated or adjusted Basic Rent that is 10 or more basis points higher than the net present value (at such rate) of the Basic Rent as determined by the Verifying Accountant.

(g) Sufficiency of Rent. Notwithstanding any provision to the contrary contained in this Lease or in any other Operative Document, (i) the amount of each Basic Rent payment payable hereunder shall be at least sufficient to pay, on each Payment Date, any amounts then required to be paid by the Lessor on account of (including mandatory redemption of) the principal of and interest on the Certificates on such date and (ii) the amount of Stipulated Loss Value or Termination Value payable

hereunder (together with the amount of Basic Rent, and Premium, if any, due hereunder on each respective Payment Date for which Stipulated Loss Value or Termination Value is being calculated), before and after giving effect to any adjustments of the percentages relating thereto provided for in this Lease, shall be at least sufficient to pay or redeem in full, as and when due in accordance with the terms thereof, the principal of and all accrued interest on the Certificates from time to time Outstanding. Any Premium payable with respect to the Certificates shall be payable as Supplemental Rent, and the amount of each Supplemental Rent payment payable hereunder shall, if there shall then be Premium or interest calculated at the Overdue Rate payable on or with respect to the Certificates, in any event be at least sufficient to pay, in accordance with the Indenture, all such amounts of Premium and all interest calculated at the Overdue Rate then payable on or with respect to the Certificates; provided, however, that if this Lease is terminated with respect to any Unit pursuant to Section 12(a) and the Lessor elects to retain such Unit pursuant to Section 12(c), any Premium on the Certificates payable by the Lessor under Section 12(c) or Section 4.01(b) of the Indenture shall not be payable as Supplemental Rent hereunder.

SECTION 10. Insurance. (a) The Lessee shall at all times after the Closing Date, at its own expense, carry and maintain or cause to be carried and maintained (i) property insurance with respect to each Unit subject to this Lease and (ii) public liability insurance with respect to third party personal and property damage, in each case with such deductibles, in such amounts, against such risks with such insurance companies of recognized responsibility and subject to such self-insurance, in each case as is consistent with Class I Railroad industry practice, and in any event, in amounts not less than and against such risks so as to be no less protective than the insurance, if any, maintained by the Lessee with respect to similar units of railroad equipment owned or leased by the Lessee.

(b) The proceeds of any insurance for damage to any Unit not constituting an Event of Loss shall be applied in payment for the repair of such damage to the extent required to maintain such Unit in accordance with Section 5; if such repair shall not have already been paid for by the Lessee, or, if already paid by the Lessee, to reimburse the Lessee for its payment of such repair and any balance remaining after compliance with said Section 5 shall, provided no Event of Default shall have occurred and be continuing, be paid over to, or retained by, the Lessee.

(c) The Lessee agrees that it will not do any act or involuntarily suffer or permit any act to be done whereby any insurance required to be maintained hereunder shall or may be suspended or impaired and will not suffer or permit any Unit to be used in a manner not permitted under the insurance policies, if any, maintained hereunder without first covering such Unit for such use.

(d) The Owner Participant, the Indenture Trustee or the Lessor may at its own expense provide insurance on or with respect to the Units or the operation thereof unless such insurance would conflict with or otherwise limit any insurance maintained by the Lessee (whether or not pursuant to this Section 10); provided, however, that any insurance so maintained by the Indenture Trustee, the Lessor or the Owner Participant shall provide by its terms that the insurer shall have no rights of subrogation against the Lessee with respect to claims thereunder.

(e) If requested by the Lessor or the Indenture Trustee, the Lessee will arrange to be delivered to the Lessor and the Indenture Trustee copies of all applicable provisions of any such insurance carried on the Units. The Lessor or the Indenture Trustee may, but not more than once in any twelve month period, request from the Lessee and the Lessee shall promptly thereafter furnish to the Lessor and the Indenture Trustee, an Officer's Certificate setting forth all insurance maintained by the Lessee pursuant to this Section 10 and describing such policies, if any, including the amounts of coverage, any deductible amounts, the names of the insurance providers and a general description of each such policy's terms.

SECTION 11. Loss, Requisition or Seizure.

(a) Requisition. A taking of any Unit for use by any governmental entity shall not terminate this Lease with respect to such Unit, but the Lessee shall remain liable for all its obligations hereunder and under the other Operative Documents with respect to such Unit, including, without limitation, its liability for payment of Rent, unless and until such taking becomes an Event of Loss hereunder, at which time the provisions of Section 11(b) shall apply. So long as such taking shall not have become an Event of Loss hereunder, all payments received by the Lessor or the Lessee of use of such Unit as a result of such taking during the Lease Term shall be paid over to, or retained by, the Lessee except if an Event of Default shall have occurred and be continuing in which event such payments shall be payable to the Lessor, or to whomever shall be entitled to receive the same subject to an accounting between the Lessor and the Lessee

at the termination of this Lease. Provided no Event of Default shall have occurred and be continuing, after an Event of Loss with respect to a Unit, all payments received by the Lessor or the Lessee for use of such Unit under this paragraph (a) shall be paid over to, or retained by, the Lessee; otherwise all such payments shall be retained by or paid over to the Lessor or to whomever shall be entitled to receive the same.

(b) Event of Loss. No later than 45 days prior to each Payment Date the Lessee shall give the Lessor, the Owner Participant and the Indenture Trustee a written notice (the "Event of Loss Notice") which shall (i) identify each Event of Loss of which a Responsible Officer of the Lessee has actual knowledge (other than Events of Loss previously identified in an Event of Loss Notice) and (ii) declare with respect to each Unit which has suffered an Event of Loss identified in such Event of Loss Notice, whether the Lessee shall exercise its rights under Section 11(c) to convey or cause to be conveyed a Replacement Unit in lieu of the payment required by this Section 11(b). Any such Event of Loss Notice which does not contain a declaration to exercise rights under Section 11(c) shall state that such notice constitutes, and shall constitute, an irrevocable notice to redeem that portion of the Certificates Outstanding to be redeemed pursuant to Section 4.01(a) of the Indenture in connection with the Event of Loss, delivered on behalf of the Owner Trustee. Subject to the provisions of paragraph (c) below, on each Payment Date (but no later than 90 days after the final Payment Date or no later than 90 days after the redelivery of the Units whose Lease Term has been extended pursuant to Section 2(g)), the Lessee shall pay to the Lessor, or to whomever shall be entitled to receive the same, with respect to any Unit in respect of which (i) the Indenture Trustee shall have received not less than 45 days prior to such Payment Date an Event of Loss Notice not containing notice of an election of the Lessee to exercise its right under Section 11(c) with respect to such Unit and (ii) Stipulated Loss Value has not theretofore been paid, (x) the Stipulated Loss Value for any Unit in respect of which the Lessee shall have notified the Indenture Trustee of such Event of Loss not less than 45 days prior to such Payment Date, and for which Stipulated Loss Value has not theretofore been paid, computed as of such Payment Date (or in the case of an Event of Loss with respect to any Unit for which Stipulated Loss Value has not theretofore been paid or in the event of an extension of the Lease Term pursuant to Section 2(g), computed as of the final Payment Date), plus (y) if the date the payment of Stipulated Loss Value shall be due shall be other than a Payment Date, an amount equal to interest at the Overdue Rate computed for the period from, and including, the final Payment Date to, but ex-

cluding, the date such Stipulated Loss Value shall be paid, plus (z) the Basic Rent payable on such Payment Date (if and to the extent Basic Rent is then being paid in arrears) and all other unpaid Rent for such Unit accrued to the date such payment of Stipulated Loss Value shall be due. After the payment in full of such Stipulated Loss Value and such other amounts, the Lessee's obligation to pay further Basic Rent with respect to such Unit shall terminate.

All payments received by the Lessor or the Lessee from any governmental authority or otherwise as compensation for an Event of Loss with respect to any Unit shall be applied in reduction of the Lessee's obligation to pay the Stipulated Loss Value of such Unit, if not already paid by the Lessee, or if already paid by the Lessee and no Event of Default has occurred and is continuing, shall be applied to reimburse the Lessee for its payment of Stipulated Loss Value, and the balance, if any, of such payments shall be shared between the Lessee and the Lessor as their interests may appear, provided, however, that the balance of any such payments constituting insurance payments shall be retained by the Lessee. In the event that the Lessee shall make payment as provided above, including payment by application of compensation or insurance proceeds and shall pay all other Rent than owing under this Lease with respect to a Unit subject to an Event of Loss, this Lease shall terminate with respect to such Unit and the Lessee or its designee (i) shall be subrogated to all rights that the Lessor shall have with respect to such Unit, (ii) shall, subject to the Lessee's obtaining any governmental consents required, receive assignments and bills of sale from the Lessor (in such form as the Lessee or such designee shall require) of any or all such rights, together with all the Lessor's right, title and interest in and to such Unit, free and clear of any Owner Encumbrances, but otherwise without any representation, recourse or warranty of any character on the part of the Lessor, and (iii) shall have the right to abandon such Unit to insurance underwriters on behalf of the Lessor as well as itself. In such case, the Lessor shall, at the Lessee's expense, execute or cause to be executed such documents and take such other action as the Lessor shall require to effect the surrender to the insurance underwriters of such Unit. The Lease Term shall terminate with respect to such Unit upon payment of Stipulated Loss Value and all Rent therefor then owing.

(c) Replacement. Provided no Default pursuant to Section 14(f) or Event of Default shall have occurred and be continuing, in lieu of payment of all or a portion of the Stipulated Loss Value for any Unit due and owing as provided in subsection (b) above, the Lessee may, on or prior to the date on

which such Stipulated Loss Value would have otherwise been due, convey or cause to be conveyed to the Lessor, as replacement for any such Unit with respect to which an Event of Loss occurred, title to a Replacement Unit free and clear of all liens other than Permitted Encumbrances and having a value and utility at least equal to, and being in as good operating condition as, such Unit with respect to which an Event of Loss occurred assuming such Unit was in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Prior to or at the time of any such conveyance, the Lessee, at its own expense, will furnish the Lessor with (i) a seller bill of sale, in form and substance satisfactory to Lessor, with respect to such Replacement Unit and (ii) an Opinion of Counsel to the effect that the Owner Trustee (and the Indenture Trustee, as assignee of the Owner Trustee) shall be entitled to the benefits of section 1168 of the Federal Bankruptcy Code with respect to such Replacement Unit to the same extent as the Unit so replaced. Upon full compliance by the Lessee with the terms of this subsection (c), the Lessor will transfer to the Lessee, without recourse or warranty (except as to the Owner Encumbrances) and subject to a disclaimer satisfactory to the Lessor of all liabilities, including tort and negligence with respect to such replaced Unit, all of the Lessor's right, title and interest, if any, in and to such replaced Unit with respect to which an Event of Loss occurred. For all purposes hereof, each such Replacement Unit shall, after such conveyance, be deemed part of the property leased hereunder and shall be deemed a "Unit" as defined herein. No Event of Loss with respect to a Unit under the circumstances contemplated by the terms of this Section 11(c) shall result in any reduction in Basic Rent. Any election to replace a Unit shall constitute a representation, solely for purposes of tax indemnification, of the Lessee to the Owner Participant that no adverse tax consequences will be suffered by the Owner Participant as a result of such replacement.

SECTION 12. Termination for Obsolescence.

(a) Notwithstanding any provision herein contained to the contrary, so long as no Event of Default or Default shall have occurred and be continuing, in the event that a Responsible Officer of the Lessee shall in his reasonable judgment make a determination that certain of the Units shall have become economically obsolete or surplus to the Lessee's requirements and shall have delivered to the Lessor and the Indenture Trustee an Officer's Certificate to such effect (and which Officer's Certificate shall expressly state that such determination was made without regard to then prevailing interest rates), the Lessee shall have the right at its option, on at least 180 days' prior irrevocable written notice to the Lessor and the Indenture Trustee, to termi-

nate this Lease with respect to not less than 20% of the Units originally leased under this Lease, randomly selected, on any Payment Date (for the purpose of this Section 12(a) called the "Termination Date") specified in such notice; provided, however, that the Lessee agrees, on behalf of the Lessor, to give an irrevocable notice of redemption to the Indenture Trustee no later than 45 days prior to such Termination Date, with respect to that portion of the Certificates Outstanding to be redeemed pursuant to Section 4.01(b) of the Indenture in connection with such termination; and provided, further, that (a) the Termination Date shall occur on or after the fifth anniversary of the Basic Term Commencement Date for each such Unit, (b) on the Termination Date such Unit shall be in the same condition and at the same location as if being returned pursuant Sections 2(c) and 2(d) free and clear of all Liens (except as permitted by Section 2(d)), and (c) such Termination Date shall occur on a Payment Date at least 60 days after the Lessee, on behalf of the Lessor, gives the notice to the Indenture Trustee referred to in the first proviso to this sentence to redeem an aggregate principal amount of Certificates Outstanding equal to the product of (i) the aggregate principal amount of Certificates Outstanding on such date after application by the Indenture Trustee of Basic Rent (if and to the extent Basic Rent is then being paid in arrears) to the payment due on such date and (ii) a fraction the numerator of which is the Lessor's Cost for the Units so being designated as obsolete or surplus and the denominator of which is the aggregate Lessor's Cost for all of the Units then subject to the Indenture.

(b) During the period from the giving of such notice until the Termination Date, the Lessee, as a agent for the Lessor, shall use its best efforts to obtain bids for the purchase of such Units, and the Lessee shall certify to the Lessor the amount of such bid and the name and address of the party submitting such bid. On the Termination Date (or such later date as the Lessor and the Lessee may mutually agree) the Owner Trustee shall sell such Units for cash to the bidder who shall have submitted the highest bid prior to the Termination Date, provided, however, that the purchaser of such Units shall be a Person other than the Lessee, any Affiliate of the Lessee or any successor or assign of the Lessee. The sales price (net of costs and expenses of the Lessor and of the Owner Participant) realized at such sale shall be paid to the Lessor or to whoever shall be entitled to receive the same, and, in addition, on the Termination Date the Lessee shall pay to the Lessor, or to whoever shall be entitled to receive the same, the amount, if any, by which (i) the Termination Value for such Units, computed as of such Payment Date, exceeds (ii) the sales price of such Units net of costs and

expenses referred to above (or, if such sale does not occur on or prior to the Termination Date, the Lessee shall pay on the Termination Date to the Lessor, or to whoever shall be entitled to receive the same, the amount specified in clause (i) above, provided, however, that any sale proceeds (net of the costs and expenses of the Lessor and of the Owner Participant) received by the Lessor after the Termination Date shall be applied, first, to reimburse the Lessee for the amount specified in clause (i) above and, second, the balance (if any) shall be paid to the Lessor). In addition, the Lessee shall pay to the Lessor or to whoever shall be entitled to receive the same, the amount of the Basic Rent (if and to the extent Basic Rent is then being paid in arrears) payable on such Payment Date plus all other Rent then due. In the event of termination of this Lease as to any Units pursuant to this Section 12 and the receipt by the Lessor, or by whoever shall be entitled to receive the same, of all amounts above described as payable, the obligation of the Lessee to pay Basic Rent in respect of such Units on each Payment Date shall terminate. The Lessor shall be under no duty to solicit bids (but shall have the right to do so), to inquire into the efforts of the Lessee to obtain bids or otherwise to take any action or incur any cost or expense in connection with any sale pursuant to this Section 12 other than to transfer or to cause to be transferred to the purchaser named in the highest bid certified by the Lessee to the Lessor as above provided all the Lessor's right, title and interest in and to such Units. Any sale pursuant to this Section 12 shall be free and clear of the Lessee's rights to such Units, and any Owner Encumbrances but otherwise shall be made without any representation, recourse or warranty whatsoever on the part of the Lessor except that the Lessor shall warrant to the purchaser that such Units are free and clear of all Owner Encumbrances.

(c) The foregoing provisions of Section 12(b) to the contrary notwithstanding, the Lessor may, by irrevocable notice in writing given to the Lessee and the Indenture Trustee on or prior to the Termination Date, elect to retain such Units, in which event the Lessor shall (i) pay, or provide for the payment to the Indenture Trustee in the manner provided in Section 4.04 of the Indenture of, an aggregate principal amount of the Certificates Outstanding (and Premium, if any) equal to the product of (A) the aggregate principal amount of Certificates Outstanding on such date after the application by the Indenture Trustee of Basic Rent (if and to the extent Basic Rent is then being paid in arrears) to the payment due on such date and (B) a fraction the numerator of which is the aggregate Lessor's Cost for such Units so being designated as obsolete or surplus and the denominator of which is the aggregate Lessor's Cost for all of the Units then

subject to this Lease, together with Premium (if any) and accrued interest (if and to the extent Basic Rent is then being paid in arrears) thereon to the Termination Date, and (ii) deliver to the Lessee a release of all obligations of the Lessee to pay Basic Rent with respect to such Units on any and all Payment Dates accruing on (if Basic Rent has been paid in advance) and after (but not on, if Basic Rent is then being paid in arrears, or before) the Termination Date, as well as of the obligation of the Lessee to pay Termination Value in respect thereof.

SECTION 13. Assignment and Sublease.

(a) Assignment. If no Event of Default has occurred and is continuing, the Lessee may with the prior written consent of the Lessor and the Indenture Trustee (so long as the Indenture shall not have been discharged in accordance with its terms), which consent, in the case of the Lessor, shall not be unreasonably withheld (it being understood that the creditworthiness of the assignee shall be relevant in determining the reasonableness of any withholding of consent hereunder), assign all of its rights and obligations under this Lease and the other Operative Documents to any Person which is a Class I Railroad, provided, however, that no such consent of the Lessor or the Indenture Trustee shall be required in the case of an assignment to an Affiliate of the Lessee if the Lessee remains liable for all its obligations under this Lease and the other Operative Documents to which it is a party to the same extent as if such assignment to such Affiliate had not been made; and provided, further, that (i) such assignment shall be effected by documentation reasonably satisfactory to the Lessor and the Indenture Trustee pursuant to which the assignee assumes all of the Lessee's obligations hereunder and under the other Operative Documents including, without limitation, the Lessee's obligations under Section 5 hereof and (ii) such assignment would not adversely affect the availability to the Indenture Trustee of benefits under section 1168 of the Federal Bankruptcy Code with respect to the Units and an Opinion of Counsel to such effect shall have been delivered to the Indenture Trustee and the Lessor. Upon such assignment, the Lessee shall (except as otherwise provided in the first proviso to the first sentence of this Section 13(a)) be released from its obligations hereunder, and, if requested by the Lessee, the Lessor, at the expense of the Lessee, shall execute and deliver such documents as may be necessary or appropriate to effectuate and confirm such release.

(b) Sublease. The Lessee shall have the right, so long as no Default pursuant to Section 14(f) and no Event of Default shall have occurred and be continuing, to enter into a

sublease for any Unit; provided, however, that each such sublease shall be expressly subject and subordinate to the terms of this Lease and the Lessee shall remain liable for all its obligations under this Lease and the other Operative Documents to which it is a party to the same extent as if such sublease were not in effect and provided, further, that such sublease would not adversely affect the availability to the Indenture Trustee of benefits under section 1168 of the Federal Bankruptcy Code with respect to the Units. No such sublease shall relieve the Lessee of its obligations hereunder which shall be and remain those of a principal and not a surety.

(c) Indenture. The Lessee hereby specifically consents to the mortgage, pledge and assignments effected or to be effected by the Indenture. The Lessee agrees to deliver any further consents and acknowledgments with respect to any such mortgage, pledge or assignments as the Lessor or the Indenture Trustee may request.

(d) Assignment by Lessor. The Lessor agrees that it will not assign or transfer its right, title and interest in and to this Lease or any Unit, except as contemplated by the Indenture and except that the Lessor may, prior to the end of the Basic Term or any Renewal Term, as the case may be, agree to sell or otherwise dispose of such Unit effective at or after the end of the Basic Term or such Renewal Term, as the case may be, provided that any such agreement is stated expressly to be subject and subordinate to the Indenture, unless the Indenture is no longer in effect, and to the rights of the Lessee hereunder. Prior to executing any such assignment of its rights hereunder, the Lessor shall notify the Lessee and the Indenture Trustee thereof.

SECTION 14. Events of Default. Each of the following events shall constitute an "Event of Default" (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) the Lessee shall fail to make any payment of Basic Rent, Interim Rent or Supplemental Rent (to the extent such Supplemental Rent constitutes payment of or is in respect of Stipulated Loss Value, Termination Value or interest or Premium on the Certificates) on the date the same shall become due and such failure shall be continuing at the end of the 10th Business Day after such payment shall become due; or

(b) the Lessee shall fail to make any payment of Supplemental Rent other than Supplemental Rent which constitutes payment of or is in respect of Stipulated Loss Value, Termination Value or interest or Premium on the Certificates (or any other payment required hereunder other than Basic Rent, Interim Rent and Supplemental Rent which constitutes payment of or is in respect of Stipulated Loss Value, Termination Value or interest or Premium on the Certificates) before the end of the 10th Business Day after the Lessee (and, if such demand is being made by the Indenture Trustee, the Lessor) shall have received written demand for such payment from the Lessor or the Indenture Trustee; or

(c) the Lessee shall fail to perform or observe in a material respect any covenant, condition or agreement to be performed or observed by it hereunder (other than those referred to in paragraph (a) or (b) of this Section 14) or under any other Operative Document to which it is a party and the Lessee shall not have diligently commenced to cure such failure (in the case of a cure that cannot be effected by the payment of money and where such failure is not likely to result in criminal penalties or material civil penalties for the Lessor or the Owner Participant and is not likely to have a material adverse effect on the aggregate value of the Units than being leased hereunder) or shall not have cured such failure (in the case of a cure that can be effected by the payment of money or which is likely to have a material adverse effect on the aggregate value of the Units then being leased hereunder) on or prior to the 30th day after the Lessee (and, if such notice is being given by the Indenture Trustee, the Lessor) shall have received notice of such failure from the Lessor or from the Indenture Trustee; provided that the failure by the Lessee to cure such a failure within 15 months after receiving such notice shall constitute an immediate Event of Default; or

(d) any representation or warranty made by the Lessee herein or in any Operative Document or any document or certificate (other than representations or warranties relating to the Appraisal) furnished by it to the Lessor, the Indenture Trustee or the Owner Participant shall prove at any time to be incorrect as of the date made in any material respect; or

(e) the Lessee shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any applicable bankruptcy or insolvency law (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against the Lessee in any such proceeding, or the Lessee shall by voluntary petition, answer or consent, seek relief under the provisions of any now existing or future bankruptcy, insolvency or other similar law providing for the liquidation, reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors; or

(f) a receiver, trustee, liquidator or custodian of the Lessee or of a substantial part of its property shall be appointed by court order and such order shall remain in effect for more than 60 days; or the Lessee shall be adjudicated bankrupt or insolvent or any of its properties shall be sequestered by court order and such order shall remain in effect for more than 60 days; or a petition shall be filed against the Lessee under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and shall not be dismissed within 60 days after such filing.

SECTION 15. Action Following an Event of Default.

Upon the occurrence of an Event of Default and at any time thereafter as long so the same shall be continuing, the Lessor may, at its option, declare this Lease to be in default (except that no such declaration shall be required in the case of an Event of Default pursuant to paragraph (e) or (f) of Section 14); and at any time thereafter, so long as the Lessee shall not have remedied all outstanding Events of Default, the Lessor may do, and the Lessee shall comply with, one or more of the following, as the Lessor in its sole discretion shall so elect, to the extent permitted by and subject to compliance with, any mandatory requirements of applicable law then in effect:

(a) Redelivery and Retaking. Upon written demand, the Lessor may cause the Lessee, at the Lessee's expense, to, and the Lessee hereby agrees that it will, promptly redeliver the Units, or cause the Units to be redelivered, to the Lessor with all reasonable dispatch and in the same manner and in the same condition as if the Units were being redelivered in accordance with all

the provisions of Sections 2(c) and 2(d) and all obligations of the Lessee under said Sections shall apply to such redelivery; or the Lessor or its agent, at the Lessor's option, without further notice, may, but shall be under no obligation to, retake the Units wherever found, and irrespective of whether the Lessee, any sublessee or any other Person is in possession of the Units or any of them, all without prior demand and without legal process, and for that purpose the Lessor or its agent may enter upon any premises where any such Unit is and may take possession thereof, without the Lessor or its agent incurring any liability by reason of such retaking, whether for the restoration of damage to property caused by such retaking or for any other reason. The exercise by the Lessor of its remedies under this paragraph (a) shall be without prejudice, and in addition, to any of the Lessor's other remedies referred to below in this Section 15.

(b) Liquidated Damages. Provided the Lessor shall not have exercised any remedies under paragraph (c) of this Section 15, the Lessor, by written notice to the Lessee specifying a payment date not earlier than 10 nor later than 100 days from the date of such notice, may require the Lessee to pay to the Lessor, and the Lessee hereby agrees that it will pay to the Lessor on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Basic Rent payments hereunder with respect to any Unit, all Basic Rent for such Unit, payable on the Payment Date occurring on (if Basic Rent is then being paid in arrears) or before the payment date specified in such notice, plus any Supplemental Rent then due, plus an amount equal to the Stipulated Loss Value for such Unit computed as of the Payment Date immediately preceding the payment date specified in such notice (or as of such payment date if such payment is a Payment Date), together with interest on such amount at the Overdue Rate for the period, if any, from the Payment Date as of which such Stipulated Loss Value shall be computed to and including the date of actual payment, and, provided, that if the Lessee shall have made the foregoing payments in full, the Lessor shall thereafter pay over to the Lessee, as and when from time to time received, the net proceeds of any sale, lease or other disposition of such Unit (after deducting all costs and expenses whatsoever incurred by the Lessor, the Owner Participant and the

Indenture Trustee in connection therewith and all other amounts which may become payable to the Lessor and the Owner Participant with respect thereto) up to the amount of such Stipulated Loss Value actually paid.

(c) Alternate Liquidated Damages. Whether or not the Lessor shall have exercised, or shall thereafter at any time exercise, any options, rights or remedies under paragraph (a) or (d) of this Section 15, the Lessor, in lieu of exercising its rights under paragraph (b) of this Section 15, may, by notice to the Lessee specifying a Payment Date which is not earlier than 10 days after the date of such notice, demand that the Lessee pay to the Lessor and the Lessee shall pay to the Lessor, on such Payment Date, as liquidated damages for loss of a bargain and not as a penalty, and in lieu of Basic Rent for any Unit due for periods commencing on or after such Payment Date, all unpaid Basic Rent for such Unit payable on each Payment Date occurring on (if Basic Rent is then being paid in arrears) or prior to such Payment Date, plus any Supplemental Rent then due with respect therefor, plus whichever of the following amounts the Owner Trustee, in its sole discretion, shall specify in such notice (together with interest on such amount at the Overdue Rate for the period from the Payment Date specified in such notice to the date of actual payment):

(i) an amount equal to the excess, if any, of the Stipulated Loss Value of such Unit computed as of the Payment Date specified in such notice, over the Fair Market Rent thereof, determined by an Appraiser selected by the Lessor, for the remainder of the Lease Term applicable to such Unit after discounting such Fair Market Rent semi-annually to present worth as of such Payment Date at the Prime Rate; or

(ii) an amount equal to the excess, if any, of the Stipulated Loss Value of such Unit computed as of the Payment Date specified in such notice, over the Fair Market Sale Value thereof, determined by an Appraiser selected by the Lessor as of such Payment Date;

provided, however, that if such Unit cannot be repossessed the Fair Market Rent and the Fair Market Sale Value of such Unit for purposes of this Section 15(c) shall be deemed to be equal to zero.

(d) Sale; Use. The Lessor or its agent may sell any Unit at a public or private sale, by such advertisement or publication as the Lessor may determine, or otherwise may dispose of, hold, use, operate, lease (whether for a period greater or less than the balance of what would have been the Lease Term in the absence of the termination of the Lessee's rights to such Unit) to others or keep idle such Unit, all on such terms and conditions and at such place or places as Lessor may determine and all free and clear of any rights of the Lessee and of any claim of the Lessee in equity, at law or by statute, whether for loss or damage or otherwise, and without any duty to account to the Lessee except to the extent specifically provided in paragraph (b) above.

(e) Other Remedies. Subject to and without prejudice to any right or claim of the Indenture Trustee under the Indenture, the Lessor may exercise any other right or remedy, not inconsistent with the foregoing, that may be available to it under applicable law in equity or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach hereof or to rescind this Lease.

In addition, the Lessee shall be liable, on an After-Tax Basis, for any and all Supplemental Rent payable hereunder before, during or after the exercise of any of the foregoing remedies, which Supplemental Rent shall include all reasonable legal fees and other costs and expenses incurred by the Lessor, the Owner Participant and the Indenture Trustee by reason of the occurrence of any Event of Default or by reason of the exercise by the Lessor, the Owner Participant or the Indenture Trustee of any remedy hereunder, including, without limitation, any costs and expenses incurred by the Owner Participant, the Lessor or the Indenture Trustee in connection with any retaking of any Unit or, upon the redelivery or retaking of such Unit in accordance with this Section 15, the placing of such Unit in the condition required by the terms of Sections 2(d) and 5. Except as specifically provided herein, no remedy referred to in this Section 15 is intended to be exclusive, by each shall be cumulative and is in addition to, and may be exercised concurrently with, any other remedy which is referred to in this Section 15 or which may

otherwise be available at law, or in equity; provided, however, that liquidated damages having been agreed to by the parties hereto pursuant to paragraphs (b) and (c), above, the Lessor shall not be entitled to recover from the Lessee as damages upon the occurrence of one or more Events of Default an amount in excess of such liquidated damages plus any other Rent owing pursuant to the terms of this Lease. To the extent not required to satisfy any Certificates and other amounts then payable under the Indenture, there shall be deducted from the aggregate amount so recoverable by the Lessor the net balance, if any, remaining of any moneys held by the Lessor which would have been required by the terms hereof or any other Operative Agreement to have been paid to the Lessee but for the occurrence of an Event of Default. To the extent permitted by applicable law, the rights of the Lessor and the obligations of the Lessee under this Section 15 shall be effective and enforceable regardless of the pendency of any proceeding which has or might have the effect of preventing the Lessor and the Lessee from complying with the terms of this Lease. No express or implied waiver by the Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any further or subsequent Event of Default.

SECTION 16. Notices. All notices, demands, declarations and other communications required under the terms and provisions hereof shall be in writing (including telex or telecopy), and shall be addressed (i) if to the Lessee, at its address at 100 North Charles Street B7J, Baltimore, Maryland 21201, Telecopy: (301) 237-2548, Attention: Treasury Department-CSX Equipment; (ii) if to the Lessor or First Security at its address at 79 South Main Street, Salt Lake City, Utah 84130, Attention: Corporate Trust Department (telecopy (801) 350-5053), with a copy to the Owner Participant at its address specified in the Participation Agreement, (iii) if to the Indenture Trustee, at its address at Two Hopkins Plaza, Baltimore, Maryland 21201, Attention: Corporate Trust Department, (iv) if to any participant, at its respective address specified in the Participation Agreement, or (v) if to any of the foregoing, at such other address as such Person may from time to time designate in writing to the other Persons referred to in this Section 16. Notice shall be effective on receipt.

SECTION 17. Further Assurances and Financial and Other Information.

(a) Further Assurances; Perfection of Security Interests. The Lessee hereby agrees promptly and duly to execute and deliver to the Lessor or the Indenture Trustee such further documents and assurances and take such further action as the same

may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor and the Indenture Trustee hereunder and under the Indenture. The Lessee will at all times cause to be kept filed, and refiled any required financing and continuation statements and cause to be taken such other actions, as in the Opinion of Counsel are required by law in order fully to perfect, preserve and protect the lien of the Indenture. The Lessee will pay or cause to be paid all taxes, fees and other charges in connection with such filing and refileing.

(b) Information as to Lessee. The Lessee agrees to furnish to the Lessor, the Owner Participant and the Indenture Trustee, in quantities reasonably requested, the following:

(i) Within 120 days after the end of each fiscal year of the Lessee, the Lessee's annual report on Form 10-K (or such other form containing the same information as may be required by the Securities and Exchange Commission) for such year as filed with the Securities and Exchange Commission or, if the Lessee is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, a consolidated balance sheet of the Lessee and its consolidated Affiliates as of the end of the year, and a consolidated statement of income, shareholders' equity and cash flow of Lessee and its consolidated Affiliates for the year, setting out in each case, in comparative form, the consolidated figures for the previous fiscal year, all in reasonable detail, and accompanied by the opinion of independent public accountants selected by the Lessee stating that (i) the financial statements were prepared in accordance with generally accepted accounting principles and practices applied (except as otherwise specified in such opinion) on a basis consistent with that of the preceding fiscal year, and present fairly the financial condition of the Lessee and its consolidated Affiliates as of the end of such fiscal year and the results of operations for the period then ended, and (ii) the audit by such accountants was made in accordance with generally accepted auditing standards;

(ii) Within 60 days after the end of each of the first three quarterly periods of each fiscal year of the Lessee, the Lessee's quarterly report on Form 10-Q (or such other form as may be required by the Securities and Exchange Commission) for such quarter as filed with the Securities and Exchange Commission or, if the Lessee is not subject to the reporting requirements of the Securities Exchange Act of

1934, as amended, a consolidated balance sheet of the Lessee and its consolidated Affiliates as of the end of such Quarterly period and consolidated statements of income and shareholders' equity of the Lessee and its consolidated Affiliates for such quarterly period, setting out in each case, in comparative form, the figures for the corresponding period of the previous fiscal year, all in reasonable detail and certified, subject to changes resulting from year-end audit adjustments, by the principal financial or accounting officer of the Lessee;

(iii) Within 120 days after the end of each fiscal year of the Lessee, one or more certificates signed by one or more Responsible Officers of the Lessee to the effect that, to the knowledge of the Lessee after due inquiry, no Default or Event of Default has occurred and is continuing or, if such is not the case, setting forth a brief description of each such Default or Event of Default and the action the Lessee proposes to take in respect thereof; and

(iv) Promptly upon request, such other information relating to the Lessee's financial condition as may reasonably be requested.

The Lessee shall cause CSX Corporation to furnish the Indenture Trustee, the Lessor and the Owner Participant in reasonable quantities (i) after the end of each quarter annual period during each fiscal year of CSX Corporation at the time furnished to its shareholders, such information in respect of such period as CSX Corporation shall furnish its shareholders and (ii) within 120 days after the close of each fiscal year of CSX Corporation, a consolidated balance sheet of CSX Corporation and its consolidated subsidiaries as at the close of such fiscal year, together with a consolidated profit and loss statement of CSX Corporation and such subsidiaries for such fiscal year, certified by Ernst & Young or other independent public accountants of recognized national standing.

SECTION 18. Successor Banks and Trustees. The Lessee agrees that in the case of the appointment of any successor trustee pursuant to the terms of the Trust Agreement or the Indenture, such successor trustee shall, upon written notice by such successor trustee to the Lessee, succeed to all the respective rights, powers and title of First Security and the Lessor hereunder or to all the rights and powers of the Indenture Trustee hereunder, as the case may be, and shall be deemed to be the owner or mortgagee, respectively, of the Units for all purposes hereof, without the necessity of any consent or approval by the

Lessee and without in any way altering the terms of this Lease or the Lessee's obligations hereunder. One such appointment and designation of a successor trustee shall not exhaust the right to appoint and designate further successor trustees pursuant to the Trust Agreement or the Indenture, but such right may be exercised repeatedly as long as this Lease shall be in effect. The trustee or any successor trustee from time to time serving thereunder may, but shall not be obligated to, appoint one or more of its officers as attorney-in-fact for such trustee or such successor trustee, as the case may be, to execute any and all notices, consents and approvals or other documents necessary or desirable to be executed in connection with this Lease or with the Units.

SECTION 19. The Indenture Trustee. The provisions of this Lease that require or permit action by, the payment of any moneys to, the consent or approval of, the furnishing of any instrument or information to, or the performance of any other obligation to, the Indenture Trustee shall not be effective, and the Sections hereof containing such provisions shall be read as though there were no such requirements or provisions and all moneys otherwise payable to the Indenture Trustee hereunder shall be paid to the Lessor, after the Indenture Trustee shall have given the Lessee and the Lessor written notice of the satisfaction and discharge of the Indenture.

SECTION 20. Warranty Enforcement. For so long as no Event of Default has occurred and is continuing, the Lessor constitutes the Lessee as the agent and attorney-in-fact of the Lessor for the purpose of exercising and enforcing, and with full right, power and authority to exercise and to enforce, to the exclusion of the Lessor and all Persons claiming through or under the Lessor, all of the right, title and interest of the Lessor in, under and to all manufacturers' and vendors' warranties in respect of the Units. The Lessor shall execute and deliver any instruments necessary to enable the Lessee to enforce such rights.

SECTION 21. Lessor's Right to Perform for the Lessee. If the Lessee fails to make any payment of Rent required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, the Lessor may, on behalf of the Lessee and upon notice to the Lessee, itself make such payment or perform such agreement and such payment or performance shall be a cure in respect of any Event of Default which has occurred as a result of the Lessee's failure to pay such Rent or to perform or comply with such agreement, as the case may be. The amount of any such payment and the amount of the reasonable expenses of the Lessor incurred in connection with such payment or performance,

together with interest thereon, to the extent permitted by Applicable Law, at the Overdue Rate, shall be deemed Supplemental Rent, payable by the Lessee upon demand. This Section 21 is not, however, intended in any way as between the Owner Participant and the Lessor, on the one hand, and the Indenture Trustee and the Holders, on the other hand, to expand or otherwise vary the cure rights of the Owner Participant and the Lessor set forth in Section 12.03 of the Indenture, or the limitations on exercise thereof set forth.

SECTION 22. Filings. Prior to the delivery and acceptance of any Unit, the Lessee will, at its sole expense, (i) cause this Lease, the Indenture and the Lease and Indenture Supplement to be duly filed and recorded with the ICC in accordance with 49 U.S.C. § 11303 of the Interstate Commerce Act and deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada with a notice of such deposit published in the Canada Gazette and (ii) cause financing statements under the Uniform Commercial Code to be filed against the Lessor in respect of the security interests created by the Indenture in all places reasonably specified by the Indenture Trustee as necessary or desirable to perfect such security interests. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Indenture Trustee as its assignee under the Indenture for the purpose of protecting the Lessor's title to, or such assignee's security interest in, any Unit, or will furnish to the Lessor and the Indenture Trustee timely notice of the necessity of such action and in connection with any such action, will deliver to the Lessor and such assignee proof of such filings. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and rerecording or depositing and redepositing of any such instruments.

SECTION 23. Miscellaneous.

(a) Amendments. The terms of this Lease shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the party or parties to be charged.

(b) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall also inure to

the benefit of the Owner Participant and the Indenture Trustee and their respective successors and assigns.

(c) Currency. All amounts and moneys referred to in this Lease shall be construed to mean money which at the time is lawful money of the United States of America.

(d) Liabilities of Lessor. First Security is entering into this Lease solely in its capacity as Owner Trustee under the Trust Agreement, and in no case whatsoever shall First Security (or any entity acting as successor Owner Trustee under the Trust Agreement) or the Owner Participant be personally liable on, or for any loss in respect of, any of the statements, representations, warranties, agreements or obligations of the Lessor hereunder, as to all of which the parties hereto agree to look solely to the Trust Estate created by the Trust Agreement.

(e) Descriptive Headings. The descriptive headings of the several sections and paragraphs of this Lease are inserted for convenience of reference only and do not constitute a part of this Lease.

(f) Counterparts. This Lease may be executed by the parties hereto on 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.

(g) Severability of Provisions. Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(h) Governing Law. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

(i) Consent of Indenture Trustee. To the extent that any provision hereof or of any other Operative Document requires the consent of the Indenture Trustee, such consent shall not be required in the event that the Indenture shall not be in effect.

(j) Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, and notwithstanding any default by the Owner Trustee, the Owner Participant or the Indenture Trustee under the Participation Agreement, the Trust Agreement or the Indenture, the Lessee shall have the right to the quiet enjoyment of, and the continued possession, use and operation of, the Units during the Lease Term, and this Lease shall not be terminated except as expressly provided herein.

(k) Intention of the Parties. This Lease shall be construed as an agreement of lease and not a security agreement, and nothing herein shall be construed as conveying to the Lessee any right, title, or interest in the Units except as lessee only.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered by their respective officers thereunto duly authorized.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
not in its individual capacity
but solely as Owner Trustee

By Val J. Otk
Title: ASSISTANT VICE PRESIDENT

CSX TRANSPORTATION, INC.

By Michael J. Martino
Title: ASSISTANT TREASURER

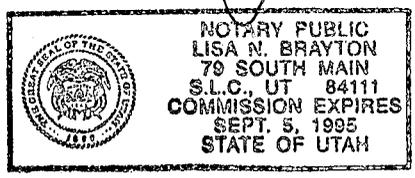
STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this 29 th day of _____, 1991, before me personally appeared Val T. ORTON, to be personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of First Security Bank of Utah, National Association, 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.

Lisa N. Brayton
Notary Public

My Commission Expires:

[Notary Seal] **SEP 5 1995**



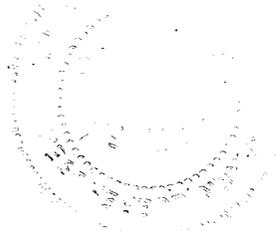
STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 30 day of October, 1991, before me personally appeared Michael J. Martins *Assistant* 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.

Karen Luebehusen
Notary Public

My Commission Expires: 10/1/93

[Notary Seal]



LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated _____, 1991

Among

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION
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

[EQUIPMENT]

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND
INDENTURE SUPPLEMENT NO. 1 AND TO THE UNITS COVERED HEREBY ON THE
PART OF FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, 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, MORTGAGE
AND SECURITY AGREEMENT DATED AS OF OCTOBER 15, 1991. 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. THIS IS NOT THE ORIGINAL.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT
TO 49 U.S.C. § 11303 ON OCTOBER ____, 1991 at ____:____.M.,
RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE
OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO
§ 90 OF THE RAILWAY ACT OF CANADA ON OCTOBER ____, 1991
AT ____:____.M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated _____, 1991, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 1, 1991 (the "Trust Agreement"), with _____, 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 Owner Participant referred to therein, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee, the Owner Trustee, and the Lessee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of September 1, 1991 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule 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 Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on the Closing Date; and

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 Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Units 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 Units listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease. The date of delivery and acceptance of such Units under the Lease is the date of this Lease and Indenture Supplement No. 1 set

forth in the opening paragraph hereof. The Lease Term for such Units shall commence on the date hereof.

3. The aggregate Lessor's Cost of the Units leased hereunder is \$_____ and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto. The Basic Rent, Stipulated Loss Values and Termination Values for the Units set forth, respectively, on Schedules 2, 3 and 4 hereto shall be applicable in respect of the Units 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 Unit leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Unit 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 all of the Certificates from time to time Outstanding under the Indenture and of all other amounts payable to or for the benefit of the Holders of the Certificates and the Indenture Trustee under the Indenture, the Participation Agreement and the Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Units 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 in trust for the benefit and security for the Holders from time to time of the Certificates and 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 Utah and shall in all respects be governed by, and construed in accordance with, the laws of the

State of Utah, 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

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
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:

Attest: _____
Corporate Trust Officer

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this ___th day of _____, 1991, before me personally appeared _____, to be personally known, who, being by me duly sworn, says that he/she is _____ of First Security Bank of Utah, National Association, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

[Notary Seal]

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

On this ___th day of _____, 1991, 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.

Notary Public

My Commission Expires:

[Notary Seal]

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

On this ___th day of _____, 1991, before me personally appeared _____, 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 trust company 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 trust company.

Notary Public

My Commission Expires:

[Notary Public]

SCHEDULE OF UNITS TO BE DELIVERED

<u>Quantity</u>	<u>Type</u>	<u>CSXT Road Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
3400	100-ton bathtub gondola cars			

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

BASIC RENT

Payment Date

Percentage of
Lessor's Cost

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligations 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 Certificates.

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 _____, _____, 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 _____, _____, 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 _____, _____, 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 2 shall be applicable in respect of the Units leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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SCHEDULE 4
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligations 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 premium, if any, payable in respect of the Certificates.

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 _____, _____, 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 _____, _____, 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 _____, _____, 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 3 shall be applicable in respect of the Units leased hereunder on the date hereof.

Payment Date

Percentage of
Lessor's Cost

DEFINITIONS

"AAR" shall mean the Association of American Railroads, or any successor organization providing similar functions for the interchange of railroad equipment.

"Act" shall have the meaning assigned in Section 1.02 of the Indenture.

"Affiliate" of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the term "controlling" and "controlled" have meanings correlative to the foregoing.

"After-Tax Basis", shall have the meaning assigned in Section 13.3 of the Participation Agreement.

"Applicable Law" shall mean all applicable laws (foreign or domestic), treaties, judgments, decrees, injunctions, writs and orders of any court, governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority, including without limitation, all rules and regulations of the United States Department of Transportation and the ICC.

"Appraisal" shall have the meaning specified in Section 5(c) of the Participation Agreement.

"Appraisal Procedure" shall mean the procedure specified in the succeeding sentences for determining an amount or value. If either the Owner Trustee (or the Owner Participant) or the Lessee shall give written notice to the other requesting determination of such amount or value by appraisal, the Owner Participant and the Lessee shall consult for the purpose of appointing a mutually acceptable qualified Independent Appraiser. If such parties shall be unable to agree on an appraiser within 20 days of the first giving of such notice (the "Appraisal Request Date"), such amount or value shall be determined by a panel of three Independent Appraisers, one of whom shall be selected by the Lessee, another of whom shall be selected by the Owner Participant and the third of whom shall be selected by such other two Appraisers or, if such Appraisers shall be unable to

Schedule X

agree upon a third Appraiser within 10 days of the selection date of the second of such two Appraisers, by the American Arbitration Association; provided, that if either party shall not select its Appraiser within 35 days after the Appraisal Request Date, such amount or value shall be determined solely by the Appraiser selected by the other party. The Appraiser or Appraisers appointed pursuant to the foregoing procedure shall be instructed to determine such amount or value within 45 days after the final appointment of any Appraiser pursuant hereto (but in no event may such determination be made more than 110 days following the Appraisal Request Date), and such determination shall be final and binding upon the parties. If three Appraisers shall be appointed, (a) if the median of the determinations of the Appraisers shall equal the mean of such determinations, such mean shall constitute the determination of the Appraisers, otherwise (b) the determination of the Appraiser that shall differ most from the other two Appraisers shall be excluded, the remaining two determinations shall be averaged and such average shall constitute the determination of the Appraisers. Fees and expenses relating to an Appraisal Procedure shall be payable as follows:

(i) if the Appraisal Procedure is utilized in connection with the exercise of remedies upon the occurrence of an Event of Default or in connection with the possible exercise of a renewal option pursuant to Section 2(b) of the Lease, all such fees and expenses shall be borne by the Lessee;

(ii) if the Appraisal Procedure is utilized in connection with the possible exercise of a purchase option pursuant to Section 2(f) of the Lease, then each party shall bear its respective fees and expenses, provided (A) if an appraisal under the Appraisal Procedure shall be conducted by one Appraiser only, the Lessee shall bear the fees and expenses of such Appraiser, or (B) if an appraisal under the Appraisal Procedure shall be conducted by more than one Appraiser, the Lessee shall bear the fees and expenses of the Appraiser appointed by the Lessee and of the Appraiser appointed jointly by the Appraiser of the Lessee and the Appraiser of the Owner Participant; and provided, further, that if after the utilization of such Appraisal Procedure the Lessee does not exercise such purchase option, then the Lessee shall reimburse the Owner Participant for all fees and expenses paid by the Owner Participant in respect of such Appraisal Procedure; and

Schedule X

(iii) in all other instances, each party shall bear (A) its respective fees and expenses with respect to any Appraisal Procedure and (B) one-half of the fees and expenses of the Appraisers participating in any Appraisal Procedure.

"Appraiser" shall mean R.L. Banks and Associates, in the case of the Appraisal delivered pursuant to Section 5(c) of the Participation Agreement and otherwise a Person engaged in the business of appraising property who may be employed by or affiliated with the Owner Trustee, the Owner Participant or the Lessee.

"Assumption Event" shall mean the exercise by the Lessee of the purchase option referred to in clause (y) of Section 2(e) of the Lease pursuant to which the Lessee shall assume and become obligated on a recourse basis under all or a portion of the Certificates Outstanding.

"Authorized Person" shall mean (i) with respect to the Owner Trustee, any Person authorized by or pursuant to the organizational documents, the by-laws or any Board Resolution of First Security (whether general or specific) to execute, deliver and take all other actions on behalf of the Owner Trustee in respect of any of the Operative Documents and (ii) with respect to any other entity, any Person authorized by or pursuant to the charter documents, the by-laws or any Board Resolution (in the case of a corporation), partnership agreement (in the case of a partnership), or trust agreement (in the case of a trust) to execute, deliver and take all other actions on behalf of such entity in respect of any of the Operative Documents.

"Basic Rent" shall mean the rent payable throughout the Lease Term pursuant to, and computed in accordance with, Section 9(b) of the Lease.

"Basic Term" with respect to any Unit shall mean the period for which such Unit is leased as provided in Section 2(a) of the Lease, beginning on the Basic Term Commencement Date and ending at 11:59 P.M. (New York City time) on the 15th anniversary of the Basic Term Commencement Date.

"Basic Term Commencement Date" shall mean March 1, 1992.

Schedule X

"Bill of Sale" shall mean the bill of sale for the Units, dated the Closing Date, executed by the Seller in favor of the Lessor.

"Board of Directors" shall mean, with respect to any Person, either the board of directors of such Person or any duly authorized committee of said board.

"Board Resolution" shall mean, with respect to any Person, a copy of a resolution certified by the secretary or an assistant secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect and not modified or amended on the date of such certification.

"Book Entry Certificates" shall mean a beneficial interest in the Certificates, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in Section 2.08 of the Indenture.

"Business Day" shall mean any day other than a Saturday or Sunday or other day on which the banks in New York, New York, Salt Lake City, Utah, or Baltimore, Maryland, are authorized or obligated to remain closed.

"Business Tax" shall have the meaning assigned in Section 13.2(b)(2) of the Participation Agreement.

"Certificate Owner" shall mean, when used in Section 2.08 of the Indenture, a Person who owns a Book-Entry Certificate.

"Certificate Register" shall have the meaning assigned in Section 2.04 of the Indenture.

"Certificates" shall mean the "8.41% 1991 Equipment Trust Certificates, Series A" (as referred to in Section 2.02 of the Indenture) issued on or prior to the Closing Date and includes any other such Certificates thereafter authenticated and delivered in exchange or substitution therefor as provided for in Sections 2.03 through 2.05 of the Indenture.

"Class I Railroad" shall have the meaning set forth in 49 C.F.R. Part 1201.

Schedule X

"Clearing Agency" shall mean an organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended.

"Clearing Agency Participant" shall mean a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects, directly or indirectly, book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Closing" shall mean the simultaneous occurrence of the transactions described in Section 4 of the Participation Agreement.

"Closing Date" shall mean the date, which shall be a Business Day, on which the Closing occurs, provided that in no event shall the Closing occur later than December 31, 1991.

"Closing Notice" shall have the meaning assigned in Section 4(a) of the Participation Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended (or any successor federal income tax statute).

"Commitment" shall mean in the case of the Holders, the amount to be released by the Indenture Trustee pursuant to Section 2(b) of the Participation Agreement and, in the case of the Owner Participant, the amount of the investment to be made by the Owner Participant on the Closing Date pursuant to Section 3 of the Participation Agreement.

"DTC" shall mean the Depository Trust Company.

"Deemed Last Utilized Taxes" shall have the meaning assigned in Section 13.2(h) of the Participation Agreement.

"Default" shall mean an event or condition which, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

"Defaulted Payment" shall have the meaning assigned in Section 2.02 of the Indenture.

"Definitive Certificate" shall have the meaning assigned in section 2.08 of the Indenture.

Schedule X

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, or any comparable successor law and the rules issued and regulations promulgated thereunder.

"ERISA Plan" shall have the meaning assigned to such term in Section 1.12 of the Indenture.

"Event of Default" shall mean any of the events referred to in Section 14 of the Lease.

"Event of Loss" shall mean with respect to any Unit any of the following events occurring during the Lease Term:
(i) such Unit suffers an actual or constructive total loss,
(ii) such Unit becomes worn out or suffers destruction or damage beyond economic repair or such Unit is rendered permanently unfit for commercial use by the Lessee and for the purpose for which it was designed, as determined in good faith by the Lessee and evidenced by a certificate of the Treasurer or Assistant Treasurer of the Lessee to such effect, (iii) such Unit is taken, condemned or requisitioned for title by any governmental authority, (iv) such Unit is taken, condemned or requisitioned for use by any governmental authority for a period extending beyond the Basic Term and any Renewal Term then in effect or (v) such Unit is lost, stolen or otherwise disappears. The date of such Event of Loss shall be the date of such loss, damage, condemnation, taking, requisition or disappearance, except that for purposes of clause (iv) above, no Event of Loss shall be deemed to have occurred until the earlier of (1) the last day of the Basic Term or any Renewal Term then in effect and (2) the Lessee's declaration of the occurrence of an Event of Loss at any time following twelve months after such taking, condemnation or requisition.

"Event of Loss Notice" shall have the meaning assigned in Section 11(b) of the Lease.

"Excepted Property" shall have the meaning assigned in the Granting Clause of the Indenture.

"Excepted Rights" shall have the meaning assigned in Section 12.01 of the Indenture.

"Fair Market Renewal" shall have the meaning assigned in Section 2(b)(iii) of the Lease.

"Fair Market Renewal Term" shall have the meaning assigned in Section 2(b)(iii)(A) of the Lease.

Schedule X

"Fair Market Rent" for any Unit shall mean, for any period, the rent for such Unit (excluding any Severable Improvements title to which has vested in the Lessee but assuming that such Unit complies with Section 5 of the Lease) for such period that would be obtained for a lease of such Unit in an arm's-length transaction between an informed and willing owner under no compulsion to lease and an informed and willing lessee, which determination shall be made (i) without deduction for any costs of removal of such Unit from the location of current use and (ii) on the assumption that such Unit is free and clear of all Liens and is in the condition and repair in which it is required to be returned pursuant to Sections 2 and 5 of the Lease (but otherwise on an "as-is" basis); provided, however, that the determination of Fair Market Rent for the purposes of Section 15(c) of the Lease shall be based on the actual condition of such Unit at the time of such determination and shall take into account all Liens on such Unit and any legal impediments to the prompt leasing of such Unit, notwithstanding the provisions of clause (ii) of this sentence.

"Fair Market Sale Value" for any Unit shall mean the sale value of such Unit (excluding any Severable Improvements title to which has vested in the Lessee) that would be obtained in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer-user, which determination shall be made (i) without deduction for any costs of removal of such Unit from the location of current use and (ii) on the assumption that such Unit is free and clear of all Liens and is in the condition and repair in which it is required to be returned pursuant to Sections 2 and 5 of the Lease (but otherwise on an "as-is" basis); provided, however, that the determination of Fair Market Sale Value for purposes of Section 15(c) of the Lease shall be based on the actual condition of such Unit at the time of such determination and shall take into account all Liens on such Unit (other than Owner Encumbrances), and any legal impediments to the prompt transfer of title to such Unit, notwithstanding the provisions of clause (ii) of this sentence.

"Federal Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as amended, 11 U.S.C. §§ 101-1330.

"First Security" shall mean First Security Bank of Utah, National Association, a national banking association, and shall also mean any Person acting as a successor Owner Trustee, in its individual capacity.

Schedule X

"Government Obligations" shall mean direct obligations of the United States of America which are not callable, redeemable or payable, prior to maturity, in whole or in part, directly or indirectly, by any Person.

"Holder" shall mean the Person in whose name any Certificate is registered on the Certificate Register.

"Home Jurisdiction" shall have the meaning assigned in Section 13.3 of the Participation Agreement.

"ICC" shall mean the Interstate Commerce Commission and any agency or instrumentality of the United States government succeeding to its functions.

"Improvement" shall mean an improvement, structural change, modification or addition to any Unit made after the Closing Date.

"Indemnitee" shall have the meaning assigned in Section 13.1 of the Participation Agreement.

"Indenture" shall mean the Indenture, Mortgage and Security Agreement dated as of October 15, 1991, among the Owner Trustee, the Indenture Trustee, and the Lessee, as the same may be amended, modified or supplemented in accordance with the provisions thereof and of the Participation Agreement.

"Indenture Default" shall mean an event or condition which, with the giving of notice or lapse of time, or both, would become an Indenture Event of Default.

"Indenture Estate" shall have the meaning assigned in the Granting Clause of the Indenture.

"Indenture Estate Documents" shall have the meaning set forth in Clause Second of the Granting Clause of the Indenture.

"Indenture Event of Default" shall mean any of the events specified in Section 6.01 of the Indenture.

"Indenture Trustee" shall mean Mercantile-Safe Deposit and Trust Company, a Maryland trust company, together with any successors, permitted assigns and separate trustees and co-trustees, not in its individual capacity but solely as Indenture Trustee under the Indenture.

Schedule X

"Independent" shall mean, when used with respect to any specified Person, such a Person who (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in First Security, the Owner Trustee, the Owner Participant or the Lessee or in any Affiliate of any of them and (3) is not connected with First Security, the Owner Trustee, the Owner Participant or the Lessee or any such Affiliate as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions. Whenever it is provided that any Independent Person's opinion or certificate shall be furnished to the Indenture Trustee, such Person shall be appointed by the Lessee and approved by the Indenture Trustee in the exercise of reasonable care and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning thereof.

"Independent Investment Banker" shall mean an independent investment banking institution of national standing appointed by the Lessee on behalf of the Owner Trustee; provided, that if the Indenture Trustee shall not have received written notice of such appointment at least ten days prior to the relevant Redemption Date or if an Event of Default shall have occurred and be continuing, "Independent Investment Banker" shall mean such an institution appointed by the Indenture Trustee.

"Ineligible Transferee" shall have the meaning assigned in Section 2.08(d) of the Indenture.

"Interim Rent" shall mean the rent payable in respect of the Interim Term pursuant to, and computed in accordance with, Section 9(a) of the Lease.

"Interim Term" shall mean for any Unit the period from the Closing Date to and including the day immediately preceding the Basic Term Commencement Date.

"Lease" shall mean Lease Agreement dated as of October 15, 1991, between the Lessee and the Lessor, as the same may be amended, modified or supplemented from time to time in accordance with the provisions thereof and of the Indenture.

"Lease and Indenture Supplement" shall mean the Lease and Indenture Supplement among the Owner Trustee, the Lessee and the Indenture Trustee, dated the Closing Date, substantially in the form of Exhibit A to the Lease.

Schedule X

"Lease Term" shall mean the Interim Term plus the Basic Term, plus all Renewal Terms actually entered into.

"Lessee" shall mean CSX Transportation, Inc., a Virginia corporation, together with its successors and permitted assigns.

"Lessor" shall mean the Owner Trustee, together with its successors and permitted assigns as Owner Trustee under the Trust Agreement.

"Lessor's Cost" for a Unit shall mean the amount specified therefor in the Lease and Indenture Supplement.

"Letter of Representations" shall mean the agreement among Lessee, the Indenture Trustee and the initial Clearing Agency.

"Liabilities" shall have the meaning assigned in Section 13.1 of the Participation Agreement.

"Lien" shall mean any mortgage, pledge, lien, security interest, charge, claim or other encumbrance or right of others.

"Net Return" shall mean the Owner Participant's nominal after-tax book yield, total after-tax cash flows, internal rate-of-return as calculated by it and after-tax cash flows as a percentage of equity, all calculated using the same assumptions and methods utilized by the Owner Participant in computing the schedules of Basic Rent, Stipulated Loss Values and Termination Values delivered on the Closing Date (or if such schedules are adjusted pursuant to Section 9(f) of the Lease, in computing such adjusted schedules) and, when used in connection with an adjustment pursuant to Section 9(f)(iv) of the Lease relating to a refinancing, shall also be calculated so as to preserve the Owner Participant's aggregate book earnings attributable to the transactions contemplated by the Participation Agreement (determined as above provided) over the five year period preceding such adjustment.

"Nonseverable Improvement" shall mean, at any time, an Improvement that shall not be "readily removable [from a Unit] without causing material damage to [such Unit]" within the meaning of Revenue Procedure 79-48 promulgated by the Internal Revenue Service or other similar law, regulation or procedure then in effect or any Improvement required by law.

Schedule X

"Non-U.S. Person" shall mean any Person other than (i) a citizen or resident of the United States, as defined in section 7701(a)(9) of the Code (for purposes of this definition, the "United States"), (ii) a corporation, partnership or other entity created or organized under the laws of the United States or any political subdivision thereof or therein or (iii) any estate or trust that is subject to United States federal income taxation regardless of the source of its income.

"Notice" shall have the meaning assigned in Section 19 of the Participation Agreement.

"Obligations" shall have the meaning assigned in the Granting clause of the Indenture.

"Offered Interest" shall have the meaning assigned in Section 25 of the Participation Agreement.

"Offered Interest Seller" shall have the meaning assigned in Section 25 of the Participation Agreement.

"Officer's Certificate" shall mean with respect to any Person, a certificate signed by the Chairman of the Board, the President or a Vice President of such Person or any Authorized Person of such Person.

"Operative Documents" shall mean the Participation Agreement, the Trust Agreement, the Indenture, the Certificates, the Lease, the Lease and Indenture Supplement and the Bill of Sale.

"Opinion of Counsel" shall mean a written opinion of counsel, which opinion shall be satisfactory in form and substance, and which counsel shall be acceptable, to the Indenture Trustee (or such other Person to whom such opinion is to be addressed pursuant to any of the Operative Documents).

"Outstanding" when used with respect to the Certificates shall mean, as of the date of determination, all the Certificates theretofore authenticated and delivered under the Indenture, except:

- (1) Certificates theretofore cancelled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation;

Schedule X

(2) Certificates for whose payment or redemption money in the necessary amount has been theretofore deposited with the Indenture Trustee, provided, that, if such Certificates are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Indenture Trustee has been made;

(3) Certificates in exchange for or in lieu of which other Certificates have been authenticated and delivered under the Indenture; and

(4) Certificates alleged to have been destroyed, lost or stolen which have been paid as provided in Section 2.05 of the Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Certificates Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, or concurred in any thereof, Certificates owned by the Owner Participant, the Owner Trustee or the Lessee, or any Affiliate of any of them, shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or concurrence, only Certificates that the Indenture Trustee knows from the Certificate Register to be so owned shall be so disregarded. Certificates so owned that have been pledged in good faith shall be regarded as Outstanding for such purposes if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Certificates and that the pledgee is not the Owner Participant, the Owner Trustee or the Lessee, or any Affiliate of any of them.

"Overdue Rate" shall mean (i), with respect to any amount that is or will be distributable to the Holders pursuant to the terms of the Indenture, the applicable rate per annum set forth on the face of the Certificates held by such Holder plus 1% and (ii) with respect to any other amount, the Prime Rate plus 2%, in each case, computed on the basis of a 360-day year of twelve 30-day months.

"Owner Encumbrances" shall mean any Liens against any part of the Indenture Estate or the Trust Estate that result from acts of, or any failure to act by, or as a result of claims (including any taxes) against, First Security, the Owner Trustee or the Owner Participant arising out of any event or condition unrelated to (x) the ownership of a Unit, (y) the administration

Schedule X

of the Trust Estate or (z) the transactions contemplated by the Operative Documents, excluding Liens, security interest and encumbrances arising from any tax for which the Lessee is obligated to indemnify under the Participation Agreement, other than any such tax for which the Lessee has already made full indemnification pursuant to such agreements.

"Owner Participant" shall mean CSX Intermodal, Inc., a Delaware corporation, together with its successors and permitted assigns.

"Owner Trustee" shall mean First Security, in its capacity as trustee under the Trust Agreement, together with its successors and permitted assigns as Owner Trustee under the Trust Agreement.

"Owner Trustee Request" shall mean a written request signed in the name of the Owner Trustee by an Authorized Person, consented to by the Lessee, and delivered to the Indenture Trustee together with a form of any writing to be executed by the Indenture Trustee pursuant to such request.

"Participation Agreement" shall mean the Participation Agreement dated as of October 15, 1991 among the Lessee, the Owner Participant, the Owner Trustee and the Indenture Trustee, as the same may be amended, modified or supplemented from time to time in accordance with the provisions thereof and of the Indenture.

"Paying Agent" shall have the meaning set forth in Section 2.02 of the Indenture.

"Payment Date" shall mean each March 1 and September 1 of each year occurring during the Basic Term and any Renewal Term, provided that if any such date shall not be a Business Day, then "Payment Date" shall mean the next succeeding Business Day.

"Percentage Commitment" of the Owner Trustee and the Holders in respect of the Units shall mean the percentage set forth opposite "Owner Participant" and "Holders", respectively, in the column captioned "Percentage Commitment" of Schedule 1 to the Participation Agreement.

"Permitted Encumbrances" shall mean (a) the rights of the Indenture Trustee under the Indenture, (b) the rights of the Lessee under the Lease, and the rights of any sublessee under any subleases of any Unit that are permitted by the terms of the

Schedule X

Lease, (c) the rights of the Owner Trustee and the Owner Participant under the Trust Agreement, which rights are subject to the Liens and security interests created by the Indenture, (d) liens for taxes either not yet due or being contested by the Lessee in good faith by appropriate proceedings, diligently prosecuted or appealed which do not involve a significant risk of a sale, forfeiture or loss of a Unit and (e) undetermined or inchoate materialmen's, mechanic's, workmen's, repairmen's or employees' Liens or other like Liens arising in the ordinary course of business and security obligations which are not delinquent or which shall have been suspended or which do not involve a significant risk of sale, forfeiture or loss of a Unit or which are being contested by the Lessee in good faith by appropriate proceedings diligently prosecuted or appealed.

"Permitted Investments" shall mean (i) direct obligations of the United States of America and agencies thereof for which the full faith and credit of the United States of America is pledged, (ii) obligations fully guaranteed by the United States of America, (iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least \$500,000,000 (including the Indenture Trustee and the Owner Trustee if such conditions are met), (iv) commercial paper of companies, banks, trust companies, or national banking associations incorporated or doing business under the laws of the United States of America or one of the States thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investors Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, and (v) repurchase agreements with any financial institution having a combined capital and surplus of at least \$750,000,000 fully collateralized by obligations of the type described in clauses (i) through (iv) above, provided, however, that no investment shall be eligible as, or included within, the definition of the term, "Permitted Investments" unless the final maturity date of any such obligation or the date on which any such time deposit may be withdrawn shall not be later than 90 days after the date of purchase or date of return, as the case may be, of such obligation or the making of such time deposit. If all of the above investments are unavailable, the entire amount to be

Schedule X

invested may be used to purchase Federal Funds from an entity described in (iii) of the preceding sentence.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Premium" shall mean as to the principal amount or portion thereof of any Certificate to be redeemed on a particular Redemption Date, the amount (as determined by an Independent Investment Banker), if any, by which the sum of such principal amount or portion thereof together with accrued but unpaid interest thereon to such Redemption Date is exceeded by the present value (computed in accordance with generally accepted financial practices on a semiannual basis at a discount rate equal to the applicable Treasury Yield) as at such Redemption Date of the remaining payments of interest on and installments of such principal amount or portion thereof as required by the terms of such Certificate and of the Indenture.

"Prime Rate" shall mean the rate of interest publicly announced from time to time by Citibank, N.A. in New York as its "base rate."

"Reasonable Basis" for a position shall exist if tax counsel may properly advise reporting such position on a tax return in accordance with Formal Opinion 85-352 issued by the Standing Committee on Ethics and Professional Responsibility of the American Bar Association.

"Record Date" means, as used with respect to any Payment Date (except a date for payment for defaulted interest), February 15 for March 1 Payment Dates and August 15 for September 1 Payment Dates and means, as used with respect to any Redemption Date (other than in connection with clause (f) of Section 4.01 of the Indenture) (i) if the Redemption Date is also a Payment Date, the Record Date specified above relating to such Payment Date and (ii) if the Redemption Date is not a Payment Date, the date which is 15 days prior to such Redemption Date, whether or not such date is a Business Day.

"Redelivery Location" shall have the meaning assigned in Section 2(c) of the Lease.

Schedule X

"Redemption Date" when used with respect to any Certificate to be redeemed shall mean the date fixed for such redemption pursuant to the Indenture.

"Registrar" shall have the meaning assigned in Section 2.04 of the Indenture.

"Refinancing Date" shall have the meaning assigned in Section 20 of the Participation Agreement.

"Remaining Weighted Average Life" means, for any Certificate, as of any determination date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each of the remaining installment payments of principal, including the payment due on the maturity date of such Certificate, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such determination date, and the date on which such installment payment is scheduled to be made, by (b) the then outstanding principal amount of such Certificate.

"Renewal Term" shall mean the period of any extension of the Basic Term (or a prior Renewal Period) as provided in Section 2(b) of the Lease.

"Renewal Term Commencement Date" shall have the meaning assigned in Section 2(b) of the Lease.

"Rent" shall mean the Interim Rent, Basic Rent, Fair Market Rent and Supplemental Rent, collectively.

"Replacement Unit" shall mean a unit of standard gauge railroad equipment having a value and utility substantially equivalent to that (prior to the occurrence of an Event of Loss) of the Unit with respect to which an Event of Loss has occurred and which is being replaced pursuant to Section 11(c) of the Lease.

"Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Document, the President, or any Vice President, Assistant Vice President, Corporate Trust Officer, Treasurer, Assistant Treasurer or other officer who in the normal performance of his operational responsibility would have knowledge of such matter and the requirements with respect thereto.

Schedule X

"SEC" shall mean the Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Seller" shall mean Raceland Car Corporation, together with its successors and permitted assigns.

"Severable Improvement" shall mean any Improvement other than a Nonseverable Improvement.

"Stipulated Loss Value" with respect to any Unit subjected to the terms of the Lease pursuant to the Lease and Indenture Supplement as of any Payment Date shall mean an amount determined by multiplying Lessor's Cost for such Unit by the percentage specified in Schedule 3 to the Lease and Indenture Supplement opposite such Payment Date; provided, however, that, notwithstanding any provision of the Lease (including but not limited to the adjustments to be made pursuant to Section 9 of the Lease), "Stipulated Loss Value" as of any Payment Date, plus the Basic Rent in respect of such Unit payable on such Payment Date (if and to the extent Basic Rent is then being paid in arrears) shall in no event be less than a sum sufficient to pay a pro rata portion of the aggregate unpaid principal amount of the Certificates Outstanding on such Payment Date together with interest thereon accrued to such Payment Date as determined pursuant to the Indenture.

"Supplemental Rent" shall mean any and all amounts (other than Interim Rent and Basic Rent), that the Lessee assumes the obligation to pay or agrees to pay under the Lease or the Participation Agreement to the Owner Trustee, the Owner Participant or others, including amounts payable as indemnity payments, payments of Stipulated Loss Value and Termination Value under the Lease, Premium on the Certificates and all amounts payable by the Lessee pursuant to Section 9 of the Lease.

"TIA" shall mean the Trust Indenture Act of 1939, as in effect from time to time.

"Tax" shall have the meaning assigned in Section 13.2(a) of the Participation Agreement.

"Tax Forms" shall have the meaning assigned in Section 13.2(b)(8) of the Participation Agreement.

Schedule X

"Tax Indemnatee" shall have the meaning assigned in Section 13.2(a) of the Participation Agreement.

"Termination Date" shall have the meaning assigned in Section 12(a) of the Lease.

"Termination Value" with respect to any Unit subjected to the terms of the Lease pursuant to the Lease and Indenture Supplement as of any Payment Date shall mean an amount determined by multiplying Lessor's Cost for such Unit by the percentage specified in Schedule 4 to such Lease and Indenture Supplement opposite such Payment Date; provided, however, that, notwithstanding any provision of the Lease (including but not limited to the adjustments to be made pursuant to Section 9 of the Lease), "Termination Value" as of any Payment Date, plus the Basic Rent in respect of such Unit payable on such Payment Date (if and to the extent Basic Rent is then being paid in arrears) and plus the premium, if any, payable on such Payment Date shall in no event be less than a sum sufficient to pay a pro rata portion of the aggregate unpaid principal amount of the Certificates Outstanding on such Payment Date together with interest thereon accrued to such Payment Date and the Premium, if any, as determined pursuant to the Indenture.

"Transaction Costs" shall have the meaning assigned in Section 17 of the Participation Agreement.

"Transfer" shall have the meaning assigned in Section 22 of the Participation Agreement.

"Treasury Yield" means the average yield to stated maturity of the most comparable United States Treasury Notes or Bonds as identified by the Independent Investment Banker, corresponding to the Remaining Weighted Average Life of such Certificates or if there is no such corresponding maturity, an interpolation of maturities, in each case as determined by the Independent Investment Banker, based upon the average of the yields to stated maturity determined from the bid prices as of 10:00 A.M. and 2:00 P.M. (New York City time) on the second Business Day preceding the applicable Redemption Date.

"Trust Agreement" shall mean the Trust Agreement dated as of October 15, 1991, between First Security and the Owner Participant as the same may be amended, modified or supplemented from time to time in accordance with the provisions thereof, of the Indenture and of the Participation Agreement.

Schedule X

"Trust Estate" shall have the meaning assigned to it in Section 1(c) of the Trust Agreement.

"Type" shall mean Units having a given AAR mechanical designation.

"Unit" shall mean a unit of railroad equipment listed on Schedule E to the Participation Agreement and, after an Event of Loss with respect to a Unit, a Replacement Unit (if any), in each case subjected to the Lease pursuant to Section 2(a) or 11(c) thereof, and including any item of property constituting a part of such Unit or Replacement Unit.

"Unit Return Notice" shall have the meaning assigned in Section 2(c) of the Lease.

"Verifying Accountant" shall mean an accountant selected by the Owner Participant and reasonably acceptable to the Lessee (it being understood that the representation of, or a conflict in representing, the Owner Participant or the Lessee is relevant in determining the reasonableness of such acceptance). Such accountant (i) shall not be permitted to review the documents, programs and procedures used to calculate the Owner Participant's internal rate of return but shall have access to all other relevant documents, programs and procedures of the Owner Participant and (ii) shall execute a confidentiality agreement with respect to the subject matter of its review and (iii) shall return to the Owner Participant any materials of the Owner Participant used by such Verifying Accountant in the course of such verification.