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SAN FRANCISCO
LOS ANGELES
OAKLAND
ORANGE COUNTY

WASHINGTON, D C
HONG KONG
SAN JOSE
HOUSTON

MARK S PETERS

$15
16546-D

November 19, 1990

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

0-340A025
RECORDATION NO. 16546-D FILED 1425
DEC 6 1990 1 00 PM
INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

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

Lease and Indenture Supplement No. 3 and Amendment, dated as of June 15, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 3 and Amendment is connected are recorded under Recordation No. 16546 and No. 16546-A. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

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

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

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

Dunlap Hill — C.T. Kappler

A description of the equipment covered by the document follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

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

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

> Lease and Indenture Supplement No. 3 and Amendment, dated as of June 15, 1990, among The Connecticut National Bank, not in its individual capacity but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, and PNC Leasing Corp.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES

MSP

Mark S. Peters

Enc.
0042P

16546-D

RECORDATION NO. _____ FILED 1425

DEC 6 1990 -1 ⁰⁰ PM

INTERSTATE COMMERCE COMMISSION

Trust No. 5

LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT

Dated as of June 15, 1990

Among

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

CSX TRANSPORTATION, INC.,
as Lessee

and

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

OPEN TOP HOPPER CARS
GONDOLA CARS
70-TON WOODCHIP HOPPER CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 5 DATED AS OF SEPTEMBER 5, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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

THIS LEASE AND INDENTURE SUPPLEMENT No. 3 AND AMENDMENT (this "Supplement"), dated as of June 15, 1990 among The Connecticut National Bank, a national banking association but solely as Owner Trustee under that certain Trust Agreement No. 5 dated as of September 5, 1989 (the "Trust Agreement") ("Lessor" or "Owner Trustee"), CSX Transportation, Inc., a Virginia corporation ("Lessee"), and Mercantile-Safe Deposit and Trust Company, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee have entered into the Lease Agreement No. 5 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 5 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 5 (the "Indenture"), each dated as of September 5, 1989, relating to the lease financing of certain Railcars described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

WHEREAS, Lessor, Lessee and the Indenture Trustee have executed Lease and Indenture Supplement No. 1 dated as of September 29, 1989 and Lease and Indenture Supplement No. 2 and Amendment ("Supplement No. 2") dated December 27, 1989, wherein the Stipulated Loss Values, Termination Values and Basic Rents applicable in respect of the Railcars are set forth therein;

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

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

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

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

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

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

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

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

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

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

6. This Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 3 to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: A. B. Aftoora
Title: Treasurer

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title:

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 3 to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

By: _____
Name: MARK A. FORGETTA
Title: VICE PRESIDENT

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title:

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 3 to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

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

[Corporate Seal]

Attest:

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

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

Certification to Lessee and Instruction to Lessor:

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

OWNER PARTICIPANT: **PNC LEASING CORP.**

By: [signature]
Name: Douglas B Bickmore
Title: V.P.

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

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

On this 19th day of June, 1990, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealiah M. McCauley
Notary Public

My Commission Expires: 7-1-90

[Notary Seal]

BEALIAH M. McCAULEY
NOTARY PUBLIC
BALTIMORE CO., MD

DRAFT 06/18/90
WANG REF: 0546G
TMJB REF: 13007-2

STATE OF PENNSYLVANIA)
: ss.:
COUNTY OF Allegheny)

On this 19th day of June, 1990, before me personally appeared Douglas B Bickmore, to be personally known, who, being by me duly sworn, says that he is Vice President of PNC Leasing Corp., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia G. Rodzay
Notary Public

NOTARIAL SEAL
PATRICIA G RODZAY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC 28, 1992
Member, Pennsylvania Association of Notaries

My Commission Expires: _____

[Notary Seal]

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

STATE OF CONNECTICUT)
: ss.: Hartford
COUNTY OF HARTFORD)

On this 20TH day of June, 1990, before me personally appeared MARK A. FORGETTA, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Johnson
Notary Public

DEBRA A. JOHNSON
Notary Public, State of CT
My Commission Expires March 31, 1995

My Commission Expires: _____

[Notary Seal]

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

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

On this 19th day of June, 1990, before me personally appeared R. E. Schreiber, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public
Amelia E. Zukowski

My Commission Expires: July 1, 1990

[Notary Seal]

DRAFT 06/18/90
WANG REF: 0545G
TMJB REF: 13007-2

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

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

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

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
1 JUL 1990	108.48308368
1 JAN 1991	109.61203589
1 JUL 1991	107.67709278
1 JAN 1992	108.28155772
1 JUL 1992	105.89618326
1 JAN 1993	106.29212840
1 JUL 1993	103.46990973
1 JAN 1994	103.73368202
1 JUL 1994	100.50980927
1 JAN 1995	100.66612841
1 JUL 1995	97.01378938
1 JAN 1996	97.06212317
1 JUL 1996	92.98341431
1 JAN 1997	93.01259624
1 JUL 1997	86.24397909
1 JAN 1998	88.84426702
1 JAN 1998	88.84426702
1 JUL 1998	78.49434260
1 JAN 1999	78.69082628
1 JUL 1999	70.27738947
1 JAN 2000	70.69623140
1 JUL 2000	61.69187540
1 JAN 2001	62.35050367
1 JUL 2001	52.50788342
1 JAN 2002	52.74285543
1 JUL 2002	42.60933415
1 JAN 2003	42.91190992
1 JUL 2003	32.16755926
1 JAN 2004	32.70861650
1 JUL 2004	21.29000000

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

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

Payment Date	Percentage of Lessor's Cost
1 JUL 1990	107.42496564
1 JAN 1991	108.56442626
1 JUL 1991	106.76723843
1 JAN 1992	107.40857313
1 JUL 1992	105.15569043
1 JAN 1993	105.58921874
1 JUL 1993	102.90222973
1 JAN 1994	103.20304938
1 JUL 1994	100.11586794
1 JAN 1995	100.30861704
1 JUL 1995	96.79435278
1 JAN 1996	96.87826565
1 JUL 1996	92.93713156
1 JAN 1997	93.00250815
1 JUL 1997	86.38985060
1 JAN 1998	89.06567364
1 JAN 1998	89.06567364
1 JUL 1998	78.82468421
1 JAN 1999	79.02046090
1 JUL 1999	70.70892267
1 JAN 2000	70.89479545
1 JUL 2000	62.11966425
1 JAN 2001	62.51079947
1 JUL 2001	53.02975603
1 JAN 2002	53.42050212
1 JUL 2002	43.42232003
1 JAN 2003	44.09113434
1 JUL 2003	37.39265946
1 JAN 2004	34.39242545
1 JUL 2004	22.89000000

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

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

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

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
1 JUL 1990	108.40424976
1 JAN 1991	109.52944804
1 JUL 1991	107.59057224
1 JAN 1992	108.19091723
1 JUL 1992	105.80122663
1 JAN 1993	106.19265011
1 JUL 1993	103.36569447
1 JAN 1994	103.62450422
1 JUL 1994	100.39543261
1 JAN 1995	100.54630534
1 JUL 1995	96.88826056
1 JAN 1996	96.93061689
1 JUL 1996	92.84564594
1 JAN 1997	92.86826760
1 JUL 1997	86.09277777
1 JAN 1998	88.68586577
1 JAN 1998	88.68586577
1 JUL 1998	78.32839857
1 JAN 1999	78.51698030
1 JUL 1999	70.09526525
1 JAN 2000	70.50543476
1 JUL 2000	61.49199337
1 JAN 2001	62.14110362
1 JUL 2001	52.28851212
1 JAN 2002	52.51303806
1 JUL 2002	42.36857329
1 JAN 2003	42.65968447
1 JUL 2003	31.90332329
1 JAN 2004	32.43179809
1 JUL 2004	21.00000000

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

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

Payment Date	Percentage of Lessor's Cost
1 JUL 1990	106.91118593
1 JAN 1991	108.02618129
1 JUL 1991	106.20336320
1 JAN 1992	106.81784719
1 JUL 1992	104.53683519
1 JAN 1993	104.94089473
1 JUL 1993	102.22303370
1 JAN 1994	102.49151127
1 JUL 1994	99.37044767
1 JAN 1995	99.52770121
1 JUL 1995	95.97625115
1 JAN 1996	96.02120750
1 JUL 1996	92.03926186
1 JAN 1997	92.06188352
1 JUL 1997	85.40443512
1 JAN 1998	88.03333446
1 JAN 1998	88.03333446
1 JUL 1998	77.74318692
1 JAN 1999	77.88746466
1 JUL 1999	69.52197520
1 JAN 2000	69.65132768
1 JUL 2000	60.81698480
1 JAN 2001	61.14608878
1 JUL 2001	51.60006030
1 JAN 2002	51.92272686
1 JUL 2002	41.85322343
1 JAN 2003	42.44732020
1 JUL 2003	31.67056987
1 JAN 2004	32.58833307
1 JUL 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture Supplement No. 3
and Amendment

BASIC RENT
(OPEN TOP HOPPER CARS)

Payment Date	Rent Number	Percentage of Lessor's Cost
7/ 1/1990	0	0.00000000
1/ 1/1991	1	3.76903241
7/ 1/1991	2	6.62714458
1/ 1/1992	3	3.75958618
7/ 1/1992	4	6.63659082
1/ 1/1993	5	3.62582524
7/ 1/1993	6	6.77035176
1/ 1/1994	7	3.47957103
7/ 1/1994	8	6.91660597
1/ 1/1995	9	3.31965667
7/ 1/1995	10	7.07652032
1/ 1/1996	11	3.14480631
7/ 1/1996	12	7.25137068
1/ 1/1997	13	2.95362493
7/ 1/1997	14	9.75281362
1/ 1/1998	15 + 16	12.70643855
7/ 1/1998	17	2.18742396
1/ 1/1999	18	10.51901459
7/ 1/1999	19	1.79906611
1/ 1/2000	20	10.90737244
7/ 1/2000	21	1.37443564
1/ 1/2001	22	11.33200291
7/ 1/2001	23	1.37443564
1/ 1/2002	24	11.33200291
7/ 1/2002	25	1.02600406
1/ 1/2003	26	11.68043449
7/ 1/2003	27	0.54470420
1/ 1/2004	28	12.16173435

SCHEDULE 4B
to
Lease and Indenture Supplement No. 3
and Amendment

BASIC RENT
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

Payment Date	Rent Number	Percentage of Lessor's Cost
7/ 1/1990	0	0.00000000
1/ 1/1991	1	3.80000964
7/ 1/1991	2	6.53136305
1/ 1/1992	3	3.77463619
7/ 1/1992	4	6.55673650
1/ 1/1993	5	3.64220824
7/ 1/1993	6	6.68916445
1/ 1/1994	7	3.49710693
7/ 1/1994	8	6.83426576
1/ 1/1995	9	3.33811942
7/ 1/1995	10	6.99325327
1/ 1/1996	11	3.16391682
7/ 1/1996	12	7.16745587
1/ 1/1997	13	2.97304302
7/ 1/1997	14	9.65419027
1/ 1/1998	15 + 16	12.62723329
7/ 1/1998	17	2.22563348
1/ 1/1999	18	10.40159981
7/ 1/1999	19	1.98795489
1/ 1/2000	20	10.63927840
7/ 1/2000	21	1.58476776
1/ 1/2001	22	11.04246553
7/ 1/2001	23	1.29593618
1/ 1/2002	24	11.33129711
7/ 1/2002	25	0.81659427
1/ 1/2003	26	11.81063902
7/ 1/2003	27	0.29137934
1/ 1/2004	28	12.33585395