#15
16549-D

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SAN FRANCISCO
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ORANGE COUNTY

WASHINGTON, D C
HONG KONG
SAN JOSE
HOUSTON

MARK S PETERS

October 2, 1990

RECORDATION NO 16549-D FILED 1425
OCT 4 ~~1989~~ 1990-SF -2 05 PM
INTERSTATE COMMERCE COMMISSION

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

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. 16549 and No. 16549-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

Chase Manhattan Service Corporation
South 61 Paramus Road
Paramus, NJ 07652

Recordation
Betty Grant

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 Chase Manhattan Service Corporation.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES

Mark S. Peters

Mark S. Peters

Enc.
0047P

Interstate Commerce Commission

Washington, D.C. 20423

11/90

OFFICE OF THE SECRETARY

Mark S. Peters
Thelen Marrin Johnson & Bridges
220 Madison St.
New York,N.Y. 10017-5001

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 10/[illegible]/90 at , and assigned recordation number(s).

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

16542-D
RECORDATION NO. _____ FILED 1425
OCT 4 1990 -2 05 PM
INTERSTATE COMMERCE COMMISSION

Trust No. 8

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

70-TON BOXCARS-PLATE B
70-TON BOXCARS-PLATE C
100-TON SMALL COVERED HOPPER CARS
100-TON MEDIUM COVERED HOPPER CARS
100-TON JUMBO COVERED 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. 8 DATED AS OF SEPTEMBER 8, 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 JUNE __, 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. 8 dated as of September 8, 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. 8 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 8 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 8 (the "Indenture"), each dated as of September 8, 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 September 29, 1989 and Lease and Indenture Supplement No. 2 dated December 27, 1989 ("Lease Supplements"), 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, 2B, 2C, 2D and 2E (with respect to Stipulated Loss Value), Schedules 3A, 3B, 3C, 3D and 3E (with respect to Termination Value), and Schedules 4A, 4B, 4C,4D and 4E (with respect to Basic Rent) to the Lease Supplements are deleted in their entirety and replaced by new Schedules 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D and 4E 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 Supplements shall remain unaffected and in full force and effect and any reference to the Lease or the Lease Supplements shall be a reference to the same as amended by this Supplement.

4. All of the provisions of the Lease and the Lease Supplements 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. NORCETTA
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:

CHASE MANHATTAN SERVICE CORPORATION

By: Theodore R. Gerster

Name: Theodore R. Gerster

Title: Vice President

DRAFT 06/18/90
WANG REF: 0552G
TMJB REF: 12426-3

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

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

Bealiah M. McCauley
Notary Public

My Commission Expires: 7-1-90

[Notary Seal]

BALTIMORE CO., MD
BEALIAH M. McCAULEY
NOTARY PUBLIC

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

STATE OF NEW YORK)
: ss.:
COUNTY OF Orange)

On this 20th day of June, 1990, before me personally appeared Theodore R. Gorster, to be personally known, who, being by me duly sworn, says that he is Vice President of Chase Manhattan Service Corporation, 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.

NICK LIMAR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4512348
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES SEPTEMBER 30, 1991

Notary Public

My Commission Expires: _____

[Notary Seal]

DRAFT 06/18/90
WANG REF: 0552G
TMJB REF: 12426-3

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
(BOXCARS-PLATE B)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

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

STIPULATED LOSS VALUE
(BOXCARS-PLATE B)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(BOXCARS-PLATE B)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(BOXCARS-PLATE C)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

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

STIPULATED LOSS VALUE
(BOXCARS-PLATE C)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(BOXCARS-PLATE C)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(SMALL HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

STIPULATED LOSS VALUE
(SMALL HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(SMALL HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(MEDIUM HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

STIPULATED LOSS VALUE
(MEDIUM HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(MEDIUM HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(JUMBO HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

STIPULATED LOSS VALUE
(JUMBO HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

STIPULATED LOSS VALUE
(JUMBO HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	20.00000000
15 DEC 2003	20.00000000
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(BOXCARS-PLATE B)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

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

TERMINATION VALUE
(BOXCARS-PLATE B)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	19.26076009
15 DEC 2003	19.83829750
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(BOXCARS-PLATE B)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	19.04183167
15 DEC 2003	19.65628810
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(BOXCARS-PLATE C)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

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

TERMINATION VALUE
(BOXCARS-PLATE C)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	19.26076009
15 DEC 2003	19.83829750
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(BOXCARS-PLATE C)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	19.04183167
15 DEC 2003	19.65628810
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(SMALL HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

TERMINATION VALUE
(SMALL HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	19.26076009
15 DEC 2003	19.83829750
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(SMALL HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	19.04183167
15 DEC 2003	19.65628810
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(MEDIUM HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

TERMINATION VALUE
(MEDIUM HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	19.26076009
15 DEC 2003	19.83829750
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(MEDIUM HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	19.04183167
15 DEC 2003	19.65628810
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(JUMBO HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

TERMINATION VALUE
(JUMBO HOPPER CARS)

September 29, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	108.82738852
15 DEC 1990	110.26580450
15 JUN 1991	107.79396269
15 DEC 1991	108.51301044
15 JUN 1992	105.27582094
15 DEC 1992	105.64890537
15 JUN 1993	101.77940033
15 DEC 1993	101.93546701
15 JUN 1994	97.50996494
15 DEC 1994	97.51473224
15 JUN 1995	92.58993386
15 DEC 1995	92.58993386
15 JUN 1996	87.20594604
15 DEC 1996	87.20594604
15 JUN 1997	78.85668960
15 DEC 1997	79.12657605
15 JUN 1998	70.37235893
15 DEC 1998	70.83459163
15 JUN 1999	61.39996778
15 DEC 1999	62.04722632
15 JUN 2000	51.87969707
15 DEC 2000	52.17903888
15 JUN 2001	41.65824181
15 DEC 2001	42.04159804
15 JUN 2002	30.78746387
15 DEC 2002	31.39495885
15 JUN 2003	19.26076009
15 DEC 2003	19.83829750
15 JUN 2004	20.00000000

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

TERMINATION VALUE
(JUMBO HOPPER CARS)

December 27, 1989 Closing

Payment Date	Percentage of Lessor's Cost
15 JUN 1990	106.71857814
15 DEC 1990	108.19742574
15 JUN 1991	105.84176441
15 DEC 1991	106.64730941
15 JUN 1992	103.49589766
15 DEC 1992	103.92222193
15 JUN 1993	100.11771295
15 DEC 1993	100.30338629
15 JUN 1994	95.92968571
15 DEC 1994	95.93936085
15 JUN 1995	91.05202691
15 DEC 1995	91.05202691
15 JUN 1996	85.71483155
15 DEC 1996	85.71483155
15 JUN 1997	77.61306153
15 DEC 1997	77.92531068
15 JUN 1998	69.28087038
15 DEC 1998	69.75790843
15 JUN 1999	60.45647188
15 DEC 1999	60.44329442
15 JUN 2000	51.10243270
15 DEC 2000	51.44520070
15 JUN 2001	41.03573250
15 DEC 2001	41.49125670
15 JUN 2002	30.34363283
15 DEC 2002	31.04032578
15 JUN 2003	19.04183167
15 DEC 2003	19.65628810
15 JUN 2004	20.00000000

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

BASIC RENT
(BOXCARS-PLATE B)

September 29, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76768431
15 JUN 1991	2	7.31667465
15 DEC 1991	3	3.65744850
15 JUN 1992	4	7.42691045
15 DEC 1992	5	3.48180799
15 JUN 1993	6	7.60255096
15 DEC 1993	7	3.28976266
15 JUN 1994	8	7.79459630
15 DEC 1994	9	3.07978029
15 JUN 1995	10	8.00457867
15 DEC 1995	11	2.85018557
15 JUN 1996	12	8.23417339
15 DEC 1996	13	2.59914670
15 JUN 1997	14	10.94840314
15 DEC 1997	15	2.20971720
15 JUN 1998	16	11.33783264
15 DEC 1998	17	1.78391498
15 JUN 1999	18	11.76363485
15 DEC 1999	19	1.31834284
15 JUN 2000	20	12.22920700
15 DEC 2000	21	1.31834284
15 JUN 2001	22	12.22920700
15 DEC 2001	23	0.90553841
15 JUN 2002	24	12.64201143
15 DEC 2002	25	0.34444079
15 JUN 2003	26	13.20310905
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.54754983

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

BASIC RENT
(BOXCARS-PLATE B)

December 27, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76685644
15 JUN 1991	2	7.20757592
15 DEC 1991	3	3.60948262
15 JUN 1992	4	7.36494974
15 DEC 1992	5	3.43741009
15 JUN 1993	6	7.53702227
15 DEC 1993	7	3.24926598
15 JUN 1994	8	7.72516638
15 DEC 1994	9	3.04354921
15 JUN 1995	10	7.93088315
15 DEC 1995	11	2.81861850
15 JUN 1996	12	8.15581386
15 DEC 1996	13	2.57267925
15 JUN 1997	14	10.84051585
15 DEC 1997	15	2.19061412
15 JUN 1998	16	11.22258098
15 DEC 1998	17	1.77286511
15 JUN 1999	18	11.64033099
15 DEC 1999	19	2.00560339
15 JUN 2000	20	11.40759172
15 DEC 2000	21	1.28389627
15 JUN 2001	22	12.12929883
15 DEC 2001	23	0.85089467
15 JUN 2002	24	12.56230044
15 DEC 2002	25	0.29464630
15 JUN 2003	26	13.11854880
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.41319510

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

BASIC RENT
(BOXCARS-PLATE C)

September 29, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76768431
15 JUN 1991	2	7.31667465
15 DEC 1991	3	3.65744850
15 JUN 1992	4	7.42691045
15 DEC 1992	5	3.48180799
15 JUN 1993	6	7.60255096
15 DEC 1993	7	3.28976266
15 JUN 1994	8	7.79459630
15 DEC 1994	9	3.07978029
15 JUN 1995	10	8.00457867
15 DEC 1995	11	2.85018557
15 JUN 1996	12	8.23417339
15 DEC 1996	13	2.59914670
15 JUN 1997	14	10.94840314
15 DEC 1997	15	2.20971720
15 JUN 1998	16	11.33783264
15 DEC 1998	17	1.78391498
15 JUN 1999	18	11.76363485
15 DEC 1999	19	1.31834284
15 JUN 2000	20	12.22920700
15 DEC 2000	21	1.31834284
15 JUN 2001	22	12.22920700
15 DEC 2001	23	0.90553841
15 JUN 2002	24	12.64201143
15 DEC 2002	25	0.34444079
15 JUN 2003	26	13.20310905
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.54754983

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

BASIC RENT
(BOXCARS-PLATE C)

December 27, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76685644
15 JUN 1991	2	7.20757592
15 DEC 1991	3	3.60948262
15 JUN 1992	4	7.36494974
15 DEC 1992	5	3.43741009
15 JUN 1993	6	7.53702227
15 DEC 1993	7	3.24926598
15 JUN 1994	8	7.72516638
15 DEC 1994	9	3.04354921
15 JUN 1995	10	7.93088315
15 DEC 1995	11	2.81861850
15 JUN 1996	12	8.15581386
15 DEC 1996	13	2.57267925
15 JUN 1997	14	10.84051585
15 DEC 1997	15	2.19061412
15 JUN 1998	16	11.22258098
15 DEC 1998	17	1.77286511
15 JUN 1999	18	11.64033099
15 DEC 1999	19	2.00560339
15 JUN 2000	20	11.40759172
15 DEC 2000	21	1.28389627
15 JUN 2001	22	12.12929883
15 DEC 2001	23	0.85089467
15 JUN 2002	24	12.56230044
15 DEC 2002	25	0.29464630
15 JUN 2003	26	13.11854880
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.41319510

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

BASIC RENT
(SMALL HOPPER CARS)

September 29, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76768431
15 JUN 1991	2	7.31667465
15 DEC 1991	3	3.65744850
15 JUN 1992	4	7.42691045
15 DEC 1992	5	3.48180799
15 JUN 1993	6	7.60255096
15 DEC 1993	7	3.28976266
15 JUN 1994	8	7.79459630
15 DEC 1994	9	3.07978029
15 JUN 1995	10	8.00457867
15 DEC 1995	11	2.85018557
15 JUN 1996	12	8.23417339
15 DEC 1996	13	2.59914670
15 JUN 1997	14	10.94840314
15 DEC 1997	15	2.20971720
15 JUN 1998	16	11.33783264
15 DEC 1998	17	1.78391498
15 JUN 1999	18	11.76363485
15 DEC 1999	19	1.31834284
15 JUN 2000	20	12.22920700
15 DEC 2000	21	1.31834284
15 JUN 2001	22	12.22920700
15 DEC 2001	23	0.90553841
15 JUN 2002	24	12.64201143
15 DEC 2002	25	0.34444079
15 JUN 2003	26	13.20310905
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.54754983

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

BASIC RENT
(SMALL HOPPER CARS)

December 27, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76685644
15 JUN 1991	2	7.20757592
15 DEC 1991	3	3.60948262
15 JUN 1992	4	7.36494974
15 DEC 1992	5	3.43741009
15 JUN 1993	6	7.53702227
15 DEC 1993	7	3.24926598
15 JUN 1994	8	7.72516638
15 DEC 1994	9	3.04354921
15 JUN 1995	10	7.93088315
15 DEC 1995	11	2.81861850
15 JUN 1996	12	8.15581386
15 DEC 1996	13	2.57267925
15 JUN 1997	14	10.84051585
15 DEC 1997	15	2.19061412
15 JUN 1998	16	11.22258098
15 DEC 1998	17	1.77286511
15 JUN 1999	18	11.64033099
15 DEC 1999	19	2.00560339
15 JUN 2000	20	11.40759172
15 DEC 2000	21	1.28389627
15 JUN 2001	22	12.12929883
15 DEC 2001	23	0.85089467
15 JUN 2002	24	12.56230044
15 DEC 2002	25	0.29464630
15 JUN 2003	26	13.11854880
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.41319510

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

BASIC RENT
(MEDIUM HOPPER CARS)

September 29, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76768431
15 JUN 1991	2	7.31667465
15 DEC 1991	3	3.65744850
15 JUN 1992	4	7.42691045
15 DEC 1992	5	3.48180799
15 JUN 1993	6	7.60255096
15 DEC 1993	7	3.28976266
15 JUN 1994	8	7.79459630
15 DEC 1994	9	3.07978029
15 JUN 1995	10	8.00457867
15 DEC 1995	11	2.85018557
15 JUN 1996	12	8.23417339
15 DEC 1996	13	2.59914670
15 JUN 1997	14	10.94840314
15 DEC 1997	15	2.20971720
15 JUN 1998	16	11.33783264
15 DEC 1998	17	1.78391498
15 JUN 1999	18	11.76363485
15 DEC 1999	19	1.31834284
15 JUN 2000	20	12.22920700
15 DEC 2000	21	1.31834284
15 JUN 2001	22	12.22920700
15 DEC 2001	23	0.90553841
15 JUN 2002	24	12.64201143
15 DEC 2002	25	0.34444079
15 JUN 2003	26	13.20310905
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.54754983

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

BASIC RENT
(MEDIUM HOPPER CARS)

December 27, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76685644
15 JUN 1991	2	7.20757592
15 DEC 1991	3	3.60948262
15 JUN 1992	4	7.36494974
15 DEC 1992	5	3.43741009
15 JUN 1993	6	7.53702227
15 DEC 1993	7	3.24926598
15 JUN 1994	8	7.72516638
15 DEC 1994	9	3.04354921
15 JUN 1995	10	7.93088315
15 DEC 1995	11	2.81861850
15 JUN 1996	12	8.15581386
15 DEC 1996	13	2.57267925
15 JUN 1997	14	10.84051585
15 DEC 1997	15	2.19061412
15 JUN 1998	16	11.22258098
15 DEC 1998	17	1.77286511
15 JUN 1999	18	11.64033099
15 DEC 1999	19	2.00560339
15 JUN 2000	20	11.40759172
15 DEC 2000	21	1.28389627
15 JUN 2001	22	12.12929883
15 DEC 2001	23	0.85089467
15 JUN 2002	24	12.56230044
15 DEC 2002	25	0.29464630
15 JUN 2003	26	13.11854880
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.41319510

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

BASIC RENT
(JUMBO HOPPER CARS)

September 29, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76768431
15 JUN 1991	2	7.31667465
15 DEC 1991	3	3.65744850
15 JUN 1992	4	7.42691045
15 DEC 1992	5	3.48180799
15 JUN 1993	6	7.60255096
15 DEC 1993	7	3.28976266
15 JUN 1994	8	7.79459630
15 DEC 1994	9	3.07978029
15 JUN 1995	10	8.00457867
15 DEC 1995	11	2.85018557
15 JUN 1996	12	8.23417339
15 DEC 1996	13	2.59914670
15 JUN 1997	14	10.94840314
15 DEC 1997	15	2.20971720
15 JUN 1998	16	11.33783264
15 DEC 1998	17	1.78391498
15 JUN 1999	18	11.76363485
15 DEC 1999	19	1.31834284
15 JUN 2000	20	12.22920700
15 DEC 2000	21	1.31834284
15 JUN 2001	22	12.22920700
15 DEC 2001	23	0.90553841
15 JUN 2002	24	12.64201143
15 DEC 2002	25	0.34444079
15 JUN 2003	26	13.20310905
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.54754983

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

BASIC RENT
(JUMBO HOPPER CARS)

December 27, 1989 Closing

Payment Date	Rent Number	Percentage of Lessor's Cost
15 JUN 1990	0	0.00000000
15 DEC 1990	1	3.76685644
15 JUN 1991	2	7.20757592
15 DEC 1991	3	3.60948262
15 JUN 1992	4	7.36494974
15 DEC 1992	5	3.43741009
15 JUN 1993	6	7.53702227
15 DEC 1993	7	3.24926598
15 JUN 1994	8	7.72516638
15 DEC 1994	9	3.04354921
15 JUN 1995	10	7.93088315
15 DEC 1995	11	2.81861850
15 JUN 1996	12	8.15581386
15 DEC 1996	13	2.57267925
15 JUN 1997	14	10.84051585
15 DEC 1997	15	2.19061412
15 JUN 1998	16	11.22258098
15 DEC 1998	17	1.77286511
15 JUN 1999	18	11.64033099
15 DEC 1999	19	2.00560339
15 JUN 2000	20	11.40759172
15 DEC 2000	21	1.28389627
15 JUN 2001	22	12.12929883
15 DEC 2001	23	0.85089467
15 JUN 2002	24	12.56230044
15 DEC 2002	25	0.29464630
15 JUN 2003	26	13.11854880
15 DEC 2003	27	0.00000000
15 JUN 2004	28	13.41319510