

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 15, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 17023-D FILED

MAY 15 '00 2-29 PM

TS
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease and Indenture Supplement No. 2, dated as of May 15, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Lease Agreement No. 3 which was duly filed with the Commission under Recordation Number 17023

The names and addresses of the parties to the enclosed document are:

Lessor/Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee. CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Indenture Trustee. The Bank of New York
10161 Centurion Parkway
Jacksonville, Florida 32256

8.5

Mr. Vernon A. Williams
May 15, 2000
Page 2

A description of the railroad equipment covered by the enclosed documents is five (5) railcars bearing CSXT reporting marks and road numbers on Schedule A attached hereto

Also enclosed is a check in the amount of \$26 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord". The signature is written in a cursive style with some loops and flourishes.

Robert W Alvord

RWA/bjg
Enclosures

SCHEDULE 1
Casualtied Railcars and Substituted Railcars
Trust No. 3

Quantity Cars	CSX Casualty Car Number	Built Date	Rebuilt Date	Estimated Current FMV (Per Car) *	CSX Substitute Car Number	Built Date	Rebuilt Date	Estimated Current FMV (Per Car)
1	CSXT 384833	1966	1990	\$14,000 - \$15,000	CSXT 384008	1976	1990	\$14,000 - \$15,000
1	CSXT 384628	1968	1990	\$14,000 - \$15,000	CSXT 384102	1976	1990	\$14,000 - \$15,000
1	CSXT 384649	1968	1990	\$14,000 - \$15,000	CSXT 384103	1976	1990	\$14,000 - \$15,000
1	CSXT 384700	1968	1990	\$14,000 - \$15,000	CSXT 384106	1976	1990	\$14,000 - \$15,000
1	CSXT 384669	1967	1990	\$14,000 - \$15,000	CSXT 384174	1976	1990	\$14,000 - \$15,000
5								

* Assuming railcars had not been destroyed

LEASE AND INDENTURE SUPPLEMENT NO. 2

Dated as of May 15, 2000

RECORDATION NO. 17023-D FILED

MAY 15 '00 2-29 PM

SURFACE TRANSPORTATION BOARD

Among

Trust No. 3

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

CSX TRANSPORTATION, INC.
Lessee

and

THE BANK OF NEW YORK,
successor in interest to Mercantile-Safe Deposit and Trust Company,
not in its individual capacity but solely as trustee,
Indenture Trustee

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF THE BANK OF NEW YORK, SUCCESSOR IN INTEREST TO MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 3 DATED AS OF SEPTEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE BANK OF NEW YORK, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. § 11303 ON _____, 2000
AT ___:___ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 (this "Supplement"), dated as of May 15, 2000, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 3 dated as of September 1, 1990 (the "Trust Agreement") with Chase Manhattan Service Corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE BANK OF NEW YORK, a New York banking corporation, successor to Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as Indenture Trustee ("Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 3 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 3 (the "Lease") dated as of September 1, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 3 (the "Indenture"), each dated as of September 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Lease provides that Lessee may, in lieu of providing payment of Stipulated Loss Value for Railcars that have experienced an Event of Loss, provide Replacement Railcars, in accordance with the provisions of Section 11(c) of the Lease ;

WHEREAS, Lessee has advised Lessor and Indenture Trustee that certain Railcars have experienced an Event of Loss;

WHEREAS, Lessee has conveyed Replacement Railcars to Owner Trustee as substitutes for the casualtyed Railcars, and Owner Trustee has conveyed the casualtyed Railcars to Lessee, all in accordance with the provisions of Section 11(c) of the Lease;

WHEREAS, Lessee, Owner Trustee and Indenture Trustee desire to place such Replacement Railcars under the Lease and the lien of the Indenture and remove the casualtyed Railcars from the Lease and the lien of the Indenture; and

WHEREAS, the provisions of Sections 801(a) and 907(a) of the Indenture permit the Indenture and the Lease, respectively, to be supplemented as provided herein without the consent of any Holder;

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

1. Lessee hereby represents, warrants and certifies to Owner Trustee and Indenture Trustee that (i) no Default described in Section 14(f) of the Lease or Event of Default has occurred and is continuing; (ii) with respect to each Substituted Railcar being delivered by Lessee to Lessor pursuant to Paragraph 3 hereof, Lessee is conveying title to such Substituted Railcar free and clear of all liens other than Permitted Encumbrances and such Substituted Railcar has a value, utility and useful life at least equal to, and is in as good operating condition as, the related Casualtied Railcar (with respect to which an Event of Loss occurred) being delivered by Lessor to Lessee pursuant to Paragraph 4 hereof, assuming such Casualtied Railcar was in the condition and repair required by the terms of the Lease immediately prior to the occurrence of such Event of Loss (other than the last sentence of Section 5 of the Lease), (iii) Lessee has not elected pursuant to Section 11(c) of the Lease to replace more than 10%, in the aggregate, of the original numbers of Railcars delivered on the original Closing Date; and (iv) Lessee has requested Lessor to allow Lessee to substitute the Substituted Railcars for the Casualtied Railcars under the Lease and the lien of the Indenture as provided herein.

2. Owner Trustee hereby certifies to Indenture Trustee that the undersigned, is a Responsible Officer of Owner Trustee, and that the execution and delivery of this Supplement is permitted by Section 907 of the Indenture.

3. Lessor and Lessee hereby acknowledge and confirm that the railcars listed on Schedule 1 hereto as Substituted Railcars (the "Substituted Railcars") have been conveyed by Lessee to Lessor on the date hereof. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, and for all purposes of the Lease, the Substituted Railcars.

4. Lessor and Lessee hereby acknowledge and confirm that the Railcars listed on Schedule 1 hereto as Casualtied Railcars (the "Casualtied Railcars") have been conveyed to Lessee and are no longer subject to the Lease.

5. The Substituted Railcars and the Casualtied Railcars shall be deemed to have been delivered to and received by the relevant parties hereto in the Commonwealth of Kentucky.

6. Lessee and Lessor expect that the substitutions and transfers under or relating to this Supplement shall qualify as one or more tax deferred like-kind exchanges to the extent provided under section 1031 of the Code. Lessor and Lessee agree that Schedule No. 1 specifies the property that Lessor and Lessee are transferring to and receiving from each other, including the fair market value thereof, and that such description is intended, in part, to satisfy the identification requirement of section

1031(a)(3)(A) of the Code. All such exchanges have been completed on the date hereof. Neither Lessor nor Lessee shall be liable to the other for any loss of tax benefits if the Internal Revenue Service successfully challenges the parties' position that the substitutions and transfers referred to herein qualify as one or more tax deferred like-kind exchanges to the extent provided under section 1031 of the Code; provided, however, that Lessee agrees to indemnify Lessor to the extent (i) of any reasonable third-party costs to Lessor in defending any challenge by the Internal Revenue Service to such position, whether or not successful, and (ii) any such successful challenge imposes any incremental cost, by way of interest, penalties or otherwise, on Lessor greater than Lessor would have sustained, assuming Lessor had reported such substitutions and transfers on the date hereof as involuntary conversions under section 1033 of the Code and such position was not challenged.

7. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes, Lessor hereby grants, conveys, pledges, sells, mortgages, assigns, transfers and sets over a security interest unto Indenture Trustee in (i) the Substituted Railcars and (ii) this Supplement, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

8. Indenture Trustee hereby terminates the security interest in the Casualtied Railcars granted to it pursuant to Lease and Indenture Supplement No. 1 dated September 27, 1990 among Owner Trustee, Lessee and Mercantile-Safe Deposit and Trust Company, predecessor to Indenture Trustee.

9. This Supplement 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.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By: 
Title: Vice President

Lessee

CSX TRANSPORTATION, INC.

By: _____
Title: _____

Indenture Trustee

THE BANK OF NEW YORK,
successor in interest to Mercantile-Safe
Deposit and Trust Company, not in its
individual capacity but solely as Indenture
Trustee

By: _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By:  _____
Title: Asst. Treas

Indenture Trustee

THE BANK OF NEW YORK,
successor in interest to Mercantile-Safe
Deposit and Trust Company, not in its
individual capacity but solely as Indenture
Trustee

By: _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By: _____
Title: _____

Indenture Trustee

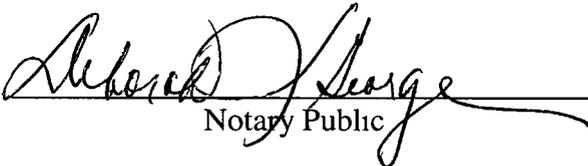
THE BANK OF NEW YORK,
successor in interest to Mercantile-Safe
Deposit and Trust Company, not in its
individual capacity but solely as Indenture
Trustee

By: Shawn A. Robinson
Title: Agent

State of Delaware)
 : ss.:
County of New Castle)

On this 11 day of MAY, 2000 before me, Deborah L. George,
Notary Public, personally appeared DAVID A. VANASKEY, JR., personally known to
me, or proved to me on the basis of satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My Commission Expires: NOV. 21, 2001
[Notary Seal]

DEBORAH L. GEORGE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 21, 2001

State of Florida)
 : ss.:
County of Duval)

On this 11TH day of May, 2000 before me, Howard Michael Lee
Notary Public, personally appeared J. M. Jolley, personally known to
me, or proved to me on the basis of satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Howard Michael Lee
Notary Public

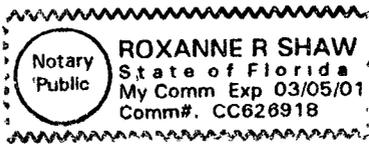
My Commission Expires:
[Notary Seal]



State of Florida)
)
County of Duval)

On this 11 day of May, 2000 before me, Roxanne R. Shaw,
Notary Public, personally appeared Stuart L. Atkinson, personally known to
me, or proved to me on the basis of satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in
~~his~~ authorized capacity, and that by ~~his~~ signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




Notary Public

My Commission Expires: 3/5/01
[Notary Seal]

SCHEDULE 1
Casualtied Railcars and Substituted Railcars
Trust No. 3

Quantity Cars	CSX Casualty Car Number	Built Date	Rebuilt Date	Estimated Current FMV (Per Car) *	CSX Substitute Car Number	Built Date	Rebuilt Date	Estimated Current FMV (Per Car)
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