

16545-C

**WHITE & CASE**

1747 PENNSYLVANIA AVENUE N W  
WASHINGTON, D C  
333 SOUTH HOPE STREET LOS ANGELES  
200 SOUTH BISCAYNE BOULEVARD MIAMI  
20 PLACE VENDÔME, PARIS  
66 GRESHAM STREET, LONDON  
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787  
(212) 819-8200  
FACSIMILE (212) 354-8113  
TELEX 126201

20-5, ICHIBANCHO CHIYODA-KU, TOKYO  
15 QUEEN'S ROAD CENTRAL, HONG KONG  
50 RAFFLES PLACE, SINGAPORE  
CUMHURİYET CAĐDESİ 12/10 İSTANBUL  
ZIYA UR RAHMAN CAĐDESİ 17/5 ANKARA  
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

RECORDATION NO 16545 FILED 1223

DEC 27 1989 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

DME:LCO

December 27, 1989

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

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16545 and Recordation No. 16545-A.

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

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

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

*Handwritten signatures:*  
C. F. Hayden  
Mildred Lee

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

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

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

Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 369 Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

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

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	805893
OPEN TOP HOPPER	CSXT	805916
	CSXT	805952
	CSXT	805953
	CSXT	805995
	CSXT	805996
	CSXT	806026
	CSXT	806038
	CSXT	806049
	CSXT	806064
	CSXT	806069
	CSXT	806093
	CSXT	806115
	CSXT	806123
	CSXT	806128
	CSXT	806165
	CSXT	806205
	CSXT	806234
	CSXT	806288
	CSXT	806299
	CSXT	806301
	CSXT	806304
	CSXT	806305
	CSXT	806346
	CSXT	806362
	CSXT	806386
	CSXT	806387
	CSXT	806392
	CSXT	806396
	CSXT	806406
	CSXT	806423
	CSXT	806428
	CSXT	806456
	CSXT	806457
	CSXT	806460
	CSXT	806462
	CSXT	806472
	CSXT	806544
	CSXT	806545
	CSXT	806573
	CSXT	806588
	CSXT	806605
	CSXT	806609
	CSXT	806612
	CSXT	806617
	CSXT	806649
	CSXT	806672
	CSXT	806673
	CSXT	806684
	CSXT	806691
	CSXT	806714
	CSXT	806733
	CSXT	806736

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	806739
CSXT	806748
CSXT	806791
CSXT	806799
CSXT	806805
CSXT	806809
CSXT	806839
CSXT	806845
CSXT	806883
CSXT	806885
CSXT	806888
CSXT	806890
CSXT	806896
CSXT	806907
CSXT	806909
CSXT	806923
CSXT	806938
CSXT	806967
CSXT	806972
CSXT	806975
CSXT	806980
CSXT	806993
CSXT	807029
CSXT	807042
CSXT	807052
CSXT	807068
CSXT	807080
CSXT	807086
CSXT	807103
CSXT	807131
CSXT	807136

CAR TYPE TOTAL:

84

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	704174
GONDOLA	CSXT	704176
	CSXT	704177
	CSXT	704178
	CSXT	704179
	CSXT	704180
	CSXT	704181
	CSXT	704182
	CSXT	704183
	CSXT	704184
	CSXT	704185
	CSXT	704187
	CSXT	704189
	CSXT	704190
	CSXT	704191
	CSXT	704192
	CSXT	704193
	CSXT	704194
	CSXT	704195
	CSXT	704196
	CSXT	704197
	CSXT	704198
	CSXT	704199
	CSXT	704201
	CSXT	704202
	CSXT	704203
	CSXT	704204
	CSXT	704206
	CSXT	704207
	CSXT	704208
	CSXT	704209
	CSXT	704211
	CSXT	704212
	CSXT	704213
	CSXT	704214
	CSXT	704215
	CSXT	704216
	CSXT	704217
	CSXT	704218
	CSXT	704219
	CSXT	704221
	CSXT	704222
	CSXT	704223
	CSXT	704224
	CSXT	704225
	CSXT	704226
	CSXT	704228
	CSXT	704230
	CSXT	704231
	CSXT	704232
	CSXT	704233
	CSXT	704234
	CSXT	704236

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704238
CSXT	704239
CSXT	704240
CSXT	704241
CSXT	704242
CSXT	704243
CSXT	704246
CSXT	704247
CSXT	704249
CSXT	704251
CSXT	704253
CSXT	704255
CSXT	704256
CSXT	704257
CSXT	704259
CSXT	704260
CSXT	704261
CSXT	704262
CSXT	704263
CSXT	704264
CSXT	704265
CSXT	704266
CSXT	704267
CSXT	704268
CSXT	704269
CSXT	704273
CSXT	704274
CSXT	704275
CSXT	704276
CSXT	704277
CSXT	704278
CSXT	704279
CSXT	704280
CSXT	704281
CSXT	704282
CSXT	704283
CSXT	704284
CSXT	704285
CSXT	704287
CSXT	704288
CSXT	704290
CSXT	704291
CSXT	704292
CSXT	704293
CSXT	704294
CSXT	704298
CSXT	704300
CSXT	704301
CSXT	704302
CSXT	704303
CSXT	704305
CSXT	704306
CSXT	704307

PNC TRUST NUMBER 4 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	704310
CSXT	704311
CSXT	704312
CSXT	704313
CSXT	704314
CSXT	704315
CSXT	704316
CSXT	704318
CSXT	704319
CSXT	704320
CSXT	704321
CSXT	704322
CSXT	704323
CSXT	704324
CSXT	704326
CSXT	704327
CSXT	704328
CSXT	704329
CSXT	704330
CSXT	704331
CSXT	704332
CSXT	704333
CSXT	704336
CSXT	704338
CSXT	704339
CSXT	704340
CSXT	704342
CSXT	704343
CSXT	704344
CSXT	704345
CSXT	704346
CSXT	704347
CSXT	704348
CSXT	704350
CSXT	704351
CSXT	704352
CSXT	704353
CSXT	704354
CSXT	704355
CSXT	704356
CSXT	704357
CSXT	704513
CSXT	704514
CSXT	704515
CSXT	704517
CSXT	704518
CSXT	704519
CSXT	704520
CSXT	704522
CSXT	704524
CSXT	704526
CSXT	704528
CSXT	704529

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704531
CSXT	704534
CSXT	704535
CSXT	704538
CSXT	704539
CSXT	704540
CSXT	704541
CSXT	704542
CSXT	704544
CSXT	704548
CSXT	704550
CSXT	704551
CSXT	704552
CSXT	704554
CSXT	704555
CSXT	704558
CSXT	704560
CSXT	704561
CSXT	704563
CSXT	704564
CSXT	704566
CSXT	704569
CSXT	704570
CSXT	704571
CSXT	704573
CSXT	704574
CSXT	704577
CSXT	704578
CSXT	704579
CSXT	704582
CSXT	704583
CSXT	704585
CSXT	704587
CSXT	704589
CSXT	704590
CSXT	704591
CSXT	704593
CSXT	704594
CSXT	704595
CSXT	704596
CSXT	704597
CSXT	704598
CSXT	704599
CSXT	704601
CSXT	704603
CSXT	704611
CSXT	704612
CSXT	704613
CSXT	704614
CSXT	704615
CSXT	704616
CSXT	704618
CSXT	704619

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704620
CSXT	704622
CSXT	704626
CSXT	704627
CSXT	704628
CSXT	704629
CSXT	704630
CSXT	704631
CSXT	704632
CSXT	704633
CSXT	704634
CSXT	704635
CSXT	704636
CSXT	704637
CSXT	704638
CSXT	704640
CSXT	704643
CSXT	704644
CSXT	704646
CSXT	704647
CSXT	704648
CSXT	704649
CSXT	704650
CSXT	704651
CSXT	704652
CSXT	704655
CSXT	704656
CSXT	704660
CSXT	704661
CSXT	704663
CSXT	704664
CSXT	704666
CSXT	704667
CSXT	704670
CSXT	704671
CSXT	704673
CSXT	704674
CSXT	704675
CSXT	704677
CSXT	704679
CSXT	704680
CSXT	704683
CSXT	704684
CSXT	704685
CSXT	704686
CSXT	704688
CSXT	704691
CSXT	704692
CSXT	704693
CSXT	704694
CSXT	704696
CSXT	704698
CSXT	704699

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704700
CSXT	704701
CSXT	704704
CSXT	704705
CSXT	704706
CSXT	704707
CSXT	704709
CSXT	704713
CSXT	704714
CSXT	704715
CSXT	704716
CSXT	704718
CSXT	704721
CSXT	704722
CSXT	704723
CSXT	704725
CSXT	704731
CSXT	704733

CAR TYPE TOTAL:

283

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432519
HOPPER	CSXT	432525
	-----	-----
CAR TYPE TOTAL:		2
GRAND TOTAL:		369

LEASE AND INDENTURE SUPPLEMENT NO. 2  
AND AMENDMENT

Dated December 27, 1989

Among

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

CSX TRANSPORTATION, INC.,  
Lessee

and

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

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

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 4 DATED AS OF SEPTEMBER 4, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 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. 2 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 \_\_\_\_\_, 1989  
AT \_\_\_:\_\_\_ A.M., RECORDATION NUMBER \_\_\_\_\_.

RECORDATION NO. 16545-1  
FILED 1425  
DEC 27 1989-8 40 AM  
INTERSTATE COMMERCE COMMISSION

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 4 dated as of September 4, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 4 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 4 (the "Lease") dated as of September 4, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 4 (the "Indenture") dated as of September 4, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

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

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have executed and delivered Lease and Indenture

Supplement No. 1 ("Lease and Indenture Supplement No. 1") dated September 29, 1989 filed with the ICC on September 29, 1989 (Recordation No. 16545-B); and

WHEREAS, the parties hereto and thereto wish to amend Lease and Indenture Supplement No. 1 as well as the amortization schedules to each of the Notes executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989;

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

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

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

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$9,641,300 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 and Amendment, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2 and Amendment, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. Effective on and as of the Initial Closing Date, Schedules 2A, 2B, 3A, 3B, 4A and 4B to Lease and Indenture Supplement No. 1 are deleted in their entirety and new Schedules 2A, 2B, 3A, 3B, 4A and 4B in the form attached hereto as Exhibit A, are inserted in lieu thereof.

7. Effective on and as of the Initial Closing Date, the amortization schedule attached as Schedule 1 to each Series A Note executed and delivered pursuant to the Indenture in connection with the Closing held on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit B, including Exhibits B-1 and B-2, is inserted in lieu thereof.

8. Effective on and as of the Initial Closing Date, the amortization schedule attached thereto as Schedule 1 to each Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit C, including Exhibits C-1 and C-2, is inserted in lieu thereof.

9. Except as expressly amended hereby, all provisions of Lease and Indenture Supplement No. 1, and each Series A and Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 shall remain unaffected and in full force and effect.

10. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 and Amendment to the same extent as if fully set forth herein.

11. This Lease and Indenture Supplement No. 2 and Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered

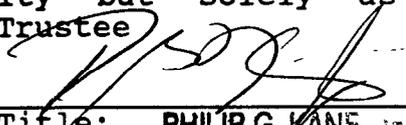
shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. This Lease and Indenture Supplement No. 2 and Amendment 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. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By   
Title: PHILIP G. KANE, Jr.  
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title:

Indenture Trustee

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

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]  
Title: ~~Treasurer~~

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title:

Indenture Trustee

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

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

By:   
Title: CORPORATE TRUST OFFICER

Indenture Trustee

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

By   
Title: VICE PRESIDENT





STATE OF Maryland )  
                                  : ss.:  
COUNTY OF Baltimore )

On this 27th day of DEC, 1989, before me personally appeared John M. Minter, 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

My Commission Expires: 7/1/90

[Notary Seal]



SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
84	*	\$30,900	\$2,595,600

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
283	*	\$24,700	\$6,990,100

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
2	*	\$27,800	\$55,600

\* See tables attached hereto.

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	805893
OPEN TOP HOPPER	CSXT	805916
	CSXT	805952
	CSXT	805953
	CSXT	805995
	CSXT	805996
	CSXT	806026
	CSXT	806038
	CSXT	806049
	CSXT	806064
	CSXT	806069
	CSXT	806093
	CSXT	806115
	CSXT	806123
	CSXT	806128
	CSXT	806165
	CSXT	806205
	CSXT	806234
	CSXT	806288
	CSXT	806299
	CSXT	806301
	CSXT	806304
	CSXT	806305
	CSXT	806346
	CSXT	806362
	CSXT	806386
	CSXT	806387
	CSXT	806392
	CSXT	806396
	CSXT	806406
	CSXT	806423
	CSXT	806428
	CSXT	806456
	CSXT	806457
	CSXT	806460
	CSXT	806462
	CSXT	806472
	CSXT	806544
	CSXT	806545
	CSXT	806573
	CSXT	806588
	CSXT	806605
	CSXT	806609
	CSXT	806612
	CSXT	806617
	CSXT	806649
	CSXT	806672
	CSXT	806673
	CSXT	806684
	CSXT	806691
	CSXT	806714
	CSXT	806733
	CSXT	806736

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	806739
CSXT	806748
CSXT	806791
CSXT	806799
CSXT	806805
CSXT	806809
CSXT	806839
CSXT	806845
CSXT	806883
CSXT	806885
CSXT	806888
CSXT	806890
CSXT	806896
CSXT	806907
CSXT	806909
CSXT	806923
CSXT	806938
CSXT	806967
CSXT	806972
CSXT	806975
CSXT	806980
CSXT	806993
CSXT	807029
CSXT	807042
CSXT	807052
CSXT	807068
CSXT	807080
CSXT	807086
CSXT	807103
CSXT	807131
CSXT	807136

CAR TYPE TOTAL:

84

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	704174
GONDOLA	CSXT	704176
	CSXT	704177
	CSXT	704178
	CSXT	704179
	CSXT	704180
	CSXT	704181
	CSXT	704182
	CSXT	704183
	CSXT	704184
	CSXT	704185
	CSXT	704187
	CSXT	704189
	CSXT	704190
	CSXT	704191
	CSXT	704192
	CSXT	704193
	CSXT	704194
	CSXT	704195
	CSXT	704196
	CSXT	704197
	CSXT	704198
	CSXT	704199
	CSXT	704201
	CSXT	704202
	CSXT	704203
	CSXT	704204
	CSXT	704206
	CSXT	704207
	CSXT	704208
	CSXT	704209
	CSXT	704211
	CSXT	704212
	CSXT	704213
	CSXT	704214
	CSXT	704215
	CSXT	704216
	CSXT	704217
	CSXT	704218
	CSXT	704219
	CSXT	704221
	CSXT	704222
	CSXT	704223
	CSXT	704224
	CSXT	704225
	CSXT	704226
	CSXT	704228
	CSXT	704230
	CSXT	704231
	CSXT	704232
	CSXT	704233
	CSXT	704234
	CSXT	704236

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704238
CSXT	704239
CSXT	704240
CSXT	704241
CSXT	704242
CSXT	704243
CSXT	704246
CSXT	704247
CSXT	704249
CSXT	704251
CSXT	704253
CSXT	704255
CSXT	704256
CSXT	704257
CSXT	704259
CSXT	704260
CSXT	704261
CSXT	704262
CSXT	704263
CSXT	704264
CSXT	704265
CSXT	704266
CSXT	704267
CSXT	704268
CSXT	704269
CSXT	704273
CSXT	704274
CSXT	704275
CSXT	704276
CSXT	704277
CSXT	704278
CSXT	704279
CSXT	704280
CSXT	704281
CSXT	704282
CSXT	704283
CSXT	704284
CSXT	704285
CSXT	704287
CSXT	704288
CSXT	704290
CSXT	704291
CSXT	704292
CSXT	704293
CSXT	704294
CSXT	704298
CSXT	704300
CSXT	704301
CSXT	704302
CSXT	704303
CSXT	704305
CSXT	704306
CSXT	704307

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704310
CSXT	704311
CSXT	704312
CSXT	704313
CSXT	704314
CSXT	704315
CSXT	704316
CSXT	704318
CSXT	704319
CSXT	704320
CSXT	704321
CSXT	704322
CSXT	704323
CSXT	704324
CSXT	704326
CSXT	704327
CSXT	704328
CSXT	704329
CSXT	704330
CSXT	704331
CSXT	704332
CSXT	704333
CSXT	704336
CSXT	704338
CSXT	704339
CSXT	704340
CSXT	704342
CSXT	704343
CSXT	704344
CSXT	704345
CSXT	704346
CSXT	704347
CSXT	704348
CSXT	704350
CSXT	704351
CSXT	704352
CSXT	704353
CSXT	704354
CSXT	704355
CSXT	704356
CSXT	704357
CSXT	704513
CSXT	704514
CSXT	704515
CSXT	704517
CSXT	704518
CSXT	704519
CSXT	704520
CSXT	704522
CSXT	704524
CSXT	704526
CSXT	704528
CSXT	704529

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704531
CSXT	704534
CSXT	704535
CSXT	704538
CSXT	704539
CSXT	704540
CSXT	704541
CSXT	704542
CSXT	704544
CSXT	704548
CSXT	704550
CSXT	704551
CSXT	704552
CSXT	704554
CSXT	704555
CSXT	704558
CSXT	704560
CSXT	704561
CSXT	704563
CSXT	704564
CSXT	704566
CSXT	704569
CSXT	704570
CSXT	704571
CSXT	704573
CSXT	704574
CSXT	704577
CSXT	704578
CSXT	704579
CSXT	704582
CSXT	704583
CSXT	704585
CSXT	704587
CSXT	704589
CSXT	704590
CSXT	704591
CSXT	704593
CSXT	704594
CSXT	704595
CSXT	704596
CSXT	704597
CSXT	704598
CSXT	704599
CSXT	704601
CSXT	704603
CSXT	704611
CSXT	704612
CSXT	704613
CSXT	704614
CSXT	704615
CSXT	704616
CSXT	704618
CSXT	704619

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704620
CSXT	704622
CSXT	704626
CSXT	704627
CSXT	704628
CSXT	704629
CSXT	704630
CSXT	704631
CSXT	704632
CSXT	704633
CSXT	704634
CSXT	704635
CSXT	704636
CSXT	704637
CSXT	704638
CSXT	704640
CSXT	704643
CSXT	704644
CSXT	704646
CSXT	704647
CSXT	704648
CSXT	704649
CSXT	704650
CSXT	704651
CSXT	704652
CSXT	704655
CSXT	704656
CSXT	704660
CSXT	704661
CSXT	704663
CSXT	704664
CSXT	704666
CSXT	704667
CSXT	704670
CSXT	704671
CSXT	704673
CSXT	704674
CSXT	704675
CSXT	704677
CSXT	704679
CSXT	704680
CSXT	704683
CSXT	704684
CSXT	704685
CSXT	704686
CSXT	704688
CSXT	704691
CSXT	704692
CSXT	704693
CSXT	704694
CSXT	704696
CSXT	704698
CSXT	704699

PNC TRUST NUMBER 4 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704700
CSXT	704701
CSXT	704704
CSXT	704705
CSXT	704706
CSXT	704707
CSXT	704709
CSXT	704713
CSXT	704714
CSXT	704715
CSXT	704716
CSXT	704718
CSXT	704721
CSXT	704722
CSXT	704723
CSXT	704725
CSXT	704731
CSXT	704733

CAR TYPE TOTAL:

283

PNC TRUST NUMBER 4 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432519
HOPPER	CSXT	432525
	-----	-----
CAR TYPE TOTAL:		2
GRAND TOTAL:		369

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 2  
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 hereto) 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

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

---

STIPULATED LOSS VALUE  
(GONDOLA 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 hereto) 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 2  
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 hereto) 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000

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

---

TERMINATION VALUE  
(GONDOLA 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 hereto) 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

---

BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
July 1, 1990	0.00000000	
January 1, 1991	3.76903241	
July 1, 1991	6.61439989	
January 1, 1992	3.75958618	
July 1, 1992	6.62384614	
January 1, 1993	3.62582524	
July 1, 1993	6.75760708	
January 1, 1994	3.47957103	
July 1, 1994	6.90386129	
January 1, 1995	3.31965668	
July 1, 1995	7.06377566	
January 1, 1996	3.14480632	
July 1, 1996	7.23862600	
January 1, 1997	2.95362493	
July 1, 1997	9.73723678	
January 1, 1998	0.00000000	(arrears)
January 1, 1998	12.69086172	(advance)
July 1, 1998	2.18742396	
January 1, 1999	10.50343778	
July 1, 1999	1.79906611	
January 1, 2000	10.89179561	
July 1, 2000	1.37443564	
January 1, 2001	11.31642608	
July 1, 2001	1.37443564	
January 1, 2002	11.31642608	
July 1, 2002	1.02600407	
January 1, 2003	11.66485767	
July 1, 2003	0.54470421	
January 1, 2004	12.14615753	

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.80000964
July 1, 1991	6.51682706
January 1, 1992	3.77463619
July 1, 1992	6.54220052
January 1, 1993	3.64220825
July 1, 1993	6.67462849
January 1, 1994	3.49710691
July 1, 1994	6.81972979
January 1, 1995	3.33811941
July 1, 1995	6.97871730
January 1, 1996	3.16391681
July 1, 1996	7.15291989
January 1, 1997	2.97304302
July 1, 1997	9.63642408
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.60946711 (advance)
July 1, 1998	2.22563346
January 1, 1999	10.38383362
July 1, 1999	1.98795490
January 1, 2000	10.62151221
July 1, 2000	1.58476775
January 1, 2001	11.02469933
July 1, 2001	1.29593617
January 1, 2002	11.31353091
July 1, 2002	0.81659428
January 1, 2003	11.79287282
July 1, 2003	0.29137934
January 1, 2004	12.31808776

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 1

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 hereto) 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(GONDOLA 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 hereto) 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, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

Exhibit A

Schedule 2B  
page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

Exhibit A

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 1

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 hereto) 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.

Exhibit A

Schedule 3A

page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000

Exhibit A

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(GONDOLA 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 hereto) 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, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

Exhibit A

Schedule 3B

page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000

Exhibit A

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76903241
July 1, 1991	6.61439989
January 1, 1992	3.75958618
July 1, 1992	6.62384614
January 1, 1993	3.62582524
July 1, 1993	6.75760708
January 1, 1994	3.47957103
July 1, 1994	6.90386129
January 1, 1995	3.31965668
July 1, 1995	7.06377566
January 1, 1996	3.14480632
July 1, 1996	7.23862600
January 1, 1997	2.95362493
July 1, 1997	9.73723678
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.69086172 (advance)
July 1, 1998	2.18742396
January 1, 1999	10.50343778
July 1, 1999	1.79906611
January 1, 2000	10.89179561
July 1, 2000	1.37443564
January 1, 2001	11.31642608
July 1, 2001	1.37443564
January 1, 2002	11.31642608
July 1, 2002	1.02600407
January 1, 2003	11.66485767
July 1, 2003	0.54470421
January 1, 2004	12.14615753

Exhibit A

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 1

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.80000964
July 1, 1991	6.51682706
January 1, 1992	3.77463619
July 1, 1992	6.54220052
January 1, 1993	3.64220825
July 1, 1993	6.67462849
January 1, 1994	3.49710691
July 1, 1994	6.81972979
January 1, 1995	3.33811941
July 1, 1995	6.97871730
January 1, 1996	3.16391681
July 1, 1996	7.15291989
January 1, 1997	2.97304302
July 1, 1997	9.63642408
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.60946711 (advance)
July 1, 1998	2.22563346
January 1, 1999	10.38383362
July 1, 1999	1.98795490
January 1, 2000	10.62151221
July 1, 2000	1.58476775
January 1, 2001	11.02469933
July 1, 2001	1.29593617
January 1, 2002	11.31353091
July 1, 2002	0.81659428
January 1, 2003	11.79287282
July 1, 2003	0.29137934
January 1, 2004	12.31808776

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS<sup>1</sup>

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)
7/1/1990	0.00000000	5.77686473	5.77686473
1/1/1991	0.00000000	4.67000000	4.67000000
7/1/1991	0.31355942	4.67000000	4.98355942
1/1/1992	0.00000000	4.65535678	4.65535678
7/1/1992	4.44007598	4.65535678	9.09543276
1/1/1993	0.00000000	4.44800522	4.44800522
7/1/1993	4.85477906	4.44800522	9.30278428
1/1994	0.00000000	4.22128705	4.22128705
1/1994	5.30821544	4.22128705	9.52950249
1/1995	0.00000000	3.97339339	3.97339339
1/1995	5.80400276	3.97339339	9.77739614
1/1/1996	0.00000000	3.70234645	3.70234645
7/1/1996	6.34609661	3.70234645	10.04844306
1/1/1997	0.00000000	3.40598375	3.40598375
7/1/1997	10.83161897	3.40598375	14.23760271
1/1/1998	23.54933808	2.90014714	26.44948522
7/1/1998	0.00000000	1.80039305	1.80039305
1/1/1999	17.18064805	1.80039305	18.98104110
7/1/1999	0.00000000	0.99805678	0.99805678
1/1/2000	<u>21.37166564</u>	<u>0.99805678</u>	<u>22.36972242</u>
	100.00000000	72.42665680	172.42665680

1 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  

---

(HOPPERS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)
July 1, 1990	0.00000000	6.69285353	6.69285353
January 1, 1991	0.00000000	4.67000000	4.67000000
July 1, 1991	0.39448126	4.67000000	5.06448126
January 1, 1992	0.00000000	4.65157773	4.65157773
July 1, 1992	5.58594842	4.65157773	10.23752615
January 1, 1993	0.00000000	4.39071393	4.39071393
July 1, 1993	6.10767598	4.39071393	10.49838991
January 1, 1994	0.00000000	4.10548547	4.10548547
July 1, 1994	6.67813294	4.10548547	10.78361840
January 1, 1995	0.00000000	3.79361666	3.79361666
July 1, 1995	7.30187055	3.79361666	11.09548721
January 1, 1996	0.00000000	3.45261930	3.45261930
July 1, 1996	7.98386525	3.45261930	11.43648455
January 1, 1997	0.00000000	3.7977280	3.07977280
July 1, 1997	12.42694635	3.7977280	15.50671915
January 1, 1998	19.57013090	2.49943440	22.06956531
July 1, 1998	0.00000000	1.58550929	1.58550929
January 1, 1999	16.21808938	1.58550929	17.80359867
July 1, 1999	0.00000000	0.82812451	0.82812451
January 1, 2000	17.73285896	0.82812451	18.56098347

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)</u>
July 1, 1990	0.00000000	17.55220944	17.55220944
January 1, 1991	0.00000000	4.67000000	4.67000000
July 1, 1991	0.00000000	4.67000000	4.67000000
January 1, 1992	0.00000000	4.67000000	4.67000000
July 1, 1992	0.00000000	4.67000000	4.67000000
January 1, 1993	0.00000000	4.67000000	4.67000000
July 1, 1993	0.00000000	4.67000000	4.67000000
January 1, 1994	0.00000000	4.67000000	4.67000000
July 1, 1994	0.00000000	4.67000000	4.67000000
January 1, 1995	0.00000000	4.67000000	4.67000000
July 1, 1995	0.00000000	4.67000000	4.67000000
January 1, 1996	0.00000000	4.67000000	4.67000000
July 1, 1996	0.00000000	4.67000000	4.67000000
January 1, 1997	0.00000000	4.67000000	4.67000000
July 1, 1997	4.64997559	4.67000000	9.31997559
January 1, 1998	38.96814177	4.45284614	43.42098791
July 1, 1998	0.00000000	2.63303392	2.63303392
January 1, 1999	20.91041192	2.63303392	23.54344584
July 1, 1999	0.00000000	1.65651768	1.65651768
January 1, 2000	35.47147073	1.65651768	37.12798841

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS<sup>2</sup>

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series B Notes)
7/1/1990	0.00000000	5.14916299	5.14916299
1/1/1991	0.00000000	4.78500000	4.78500000
7/1/1991	0.48876522	4.78500000	5.27376522
1/1/1992	0.00000000	4.76161259	4.76161259
7/1/1992	2.55094084	4.76161259	7.31255343
1/1/1993	0.00000000	4.63955006	4.63955006
7/1/1993	2.79506588	4.63955006	7.43461594
1/1/1994	0.00000000	4.50580616	4.50580616
7/1/1994	3.06255370	4.50580616	7.56835986
1/1/1995	0.00000000	4.35926297	4.35926297
7/1/1995	3.35564007	4.35926297	7.71490303
1/1/1996	0.00000000	4.19869559	4.19869559
7/1/1996	3.67677482	4.19869559	7.87547041
1/1/1997	0.00000000	4.02276191	4.02276191
7/1/1997	4.84698638	4.02276191	8.86974829
1/1/1998	0.00000000	3.79083362	3.79083362
7/1/1998	0.00000000	3.79083362	3.79083362
1/1/1999	0.00000000	3.79083362	3.79083362
7/1/1999	0.00000000	3.79083362	3.79083362
1/1/2000	0.00000000	3.79083362	3.79083362
7/1/2000	0.00000000	3.79083362	3.79083362
1/1/2001	5.56372176	3.79083362	9.35455538
7/1/2001	0.00000000	3.52460953	3.52460953
1/1/2002	21.57839119	3.52460953	25.10300072
7/1/2002	0.00000000	2.49208351	2.49208351
1/1/2003	27.16954621	2.49208351	29.66162972
7/1/2003	0.00000000	1.19202073	1.19202073
1/1/2004	<u>24.91161393</u>	<u>1.19202073</u>	<u>26.10363466</u>
	100.00000000	108.64780444	208.64780444

2 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(HOPPER CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	0.00000000	6.85766684	6.85766684
January 1, 1991	0.00000000	4.78500000	4.78500000
July 1, 1991	0.00000000	4.78500000	4.78500000
January 1, 1992	0.00000000	4.78500000	4.78500000
July 1, 1992	0.00000000	4.78500000	4.78500000
January 1, 1993	0.00000000	4.78500000	4.78500000
July 1, 1993	0.00000000	4.78500000	4.78500000
January 1, 1994	0.00000000	4.78500000	4.78500000
July 1, 1994	0.00000000	4.78500000	4.78500000
January 1, 1995	0.00000000	4.78500000	4.78500000
July 1, 1995	0.00000000	4.78500000	4.78500000
January 1, 1996	0.00000000	4.78500000	4.78500000
July 1, 1996	0.00000000	4.78500000	4.78500000
January 1, 1997	0.00000000	4.78500000	4.78500000
July 1, 1997	0.00000000	4.78500000	4.78500000
January 1, 1998	0.00000000	4.78500000	4.78500000
July 1, 1998	0.00000000	4.78500000	4.78500000
January 1, 1999	0.00000000	4.78500000	4.78500000
July 1, 1999	0.00000000	4.78500000	4.78500000
January 1, 2000	0.00000000	4.78500000	4.78500000
July 1, 2000	0.00000000	4.78500000	4.78500000
January 1, 2001	0.00000000	4.78500000	4.78500000
July 1, 2001	0.00000000	4.78500000	4.78500000
January 1, 2002	25.35088407	4.78500000	30.13588407
July 1, 2002	0.00000000	3.57196020	3.57196020
January 1, 2003	35.01799890	3.57196020	38.58995910
July 1, 2003	0.00000000	1.89634895	1.89634895
January 1, 2004	39.63111702	1.89634895	41.52746597

SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	0.00000000	0.00000000	0.00000000
January 1, 1991	0.00000000	4.78500000	4.78500000
July 1, 1991	0.95268661	4.78500000	5.73768661
January 1, 1992	0.00000000	4.73941395	4.73941395
July 1, 1992	4.97221787	4.73941395	9.71163182
January 1, 1993	0.00000000	4.50149332	4.50149332
July 1, 1993	5.44805911	4.50149332	9.94355244
January 1, 1994	0.00000000	4.24080369	4.24080369
July 1, 1994	5.96943841	4.24080369	10.21024210
January 1, 1995	0.00000000	3.95516606	3.95516606
July 1, 1995	6.54071362	3.95516606	10.43587988
January 1, 1996	0.00000000	3.64219292	3.64219292
July 1, 1996	7.16665991	3.64219292	10.30885283
January 1, 1997	0.00000000	3.29926324	3.29926824
July 1, 1997	9.44760140	3.29926824	12.74686964
January 1, 1998	0.00000000	2.84720052	2.84720052
July 1, 1998	0.00000000	2.84720052	2.84720052
January 1, 1999	0.00000000	2.84720052	2.84720052
July 1, 1999	0.00000000	2.84720052	2.84720052
January 1, 2000	0.00000000	2.84720052	2.84720052
July 1, 2000	0.00000000	2.84720052	2.84720052
January 1, 2001	10.84464064	2.84720052	13.69184115
July 1, 2001	0.00000000	2.32828446	2.32828446
January 1, 2002	17.99765337	2.32828446	20.32593783
July 1, 2002	0.00000000	1.46709674	1.46709674
January 1, 2003	19.72002881	1.46709674	21.18712555
July 1, 2003	0.00000000	0.52349337	0.52349337
January 1, 2004	10.94030026	0.52349337	11.46379363