16548-C

WHITE & CASE

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

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

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

RECORDATION NO 16548-C FILED 1425

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, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16548 and Recordation No. 16548-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

Ct. Kopple

Dec 27 1989

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

A description of the equipment covered by each of these documents follows: 70-ton Boxcars - Plate B, 70-ton Boxcars - Plate C, 100-ton Medium Covered Hopper Cars and 100-ton Jumbo Covered Hopper 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, 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 775 70-ton Boxcars - Plate B, 70-ton Boxcars - Plate C, 100-ton Medium Covered Hopper Cars and 100-ton Jumbo Covered Hopper Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,

David M. Eisenberg

Enclosures

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

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

CAR TYPE:
50-FOOT PLATE B BOX

NEW INITIAL	NEW NUMBER
CSXT	128401
CSXT	128403
CSXT	128406
CSXT	128408
CSXT	128412
CSXT	128414
CSXT	128415
CSXT	128419
CSXT	128426
CSXT	128429
CSXT	128430
CSXT	128431
CSXT	128434
CSXT	128435
CSXT	128438
CSXT	128442
CSXT	128443
CSXT	128455
CSXT	128457
CSXT	128467
CSXT	128471
CSXT	128478
CSXT	128482
CSXT	128486
CSXT	128489
CSXT	128492
CSXT	128498
CSXT	128504
CSXT	128505
CSXT	128532
CSXT	128534
CSXT	128542
CSXT	128567
CSXT	128574
CSXT	128575
CSXT	128581
CSXT	128586
CSXT	128588
CSXT	128593
CSXT	128595
CSXT	128596
CSXT	128597
CSXT	128602
CSXT	128607
CSXT	128614
CSXT	128615
CSXT	128617
CSXT	128619
CSXT	128626
CSXT	128627
CSXT	128632
CSXT	128634
CSXT	128641

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	128644
CSXT	128645
CSXT	128646
CSXT	128649
CSXT	128651
CSXT	128654
CSXT	128662
CSXT	128664
CSXT	128665
CSXT	128667
CSXT	128675
CSXT	128676
CSXT	128682
CSXT	128686
CSXT	128688
CSXT	128689
CSXT	128696
CSXT	128700
CSXT	128701
CSXT	128702
CSXT	128705
CSXT	128714
CSXT	128719
CSXT	128720
CSXT	128727
CSXT	128732
CSXT	128734
CSXT	128749
CSXT	128752
CSXT	128754
CSXT	128756
CSXT	128759
CSXT	128760
CSXT	128761
CSXT	128767
CSXT	128770
CSXT	128781
CSXT	128785
CSXT	128786
CSXT	128787
CSXT	128788
CSXT	128797
CSXT	128798
CSXT	128803
CSXT	128804
CSXT	128810
CSXT	128816
CSXT	128817
CSXT	128820
CSXT	128828
CSXT	128836
CSXT	128838
CSXT	128844

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	128847
CSXT	128852
CSXT	128863
CSXT	128865
CSXT	128867
CSXT	128871
CSXT	128875
CSXT	128878
CSXT	128882
CSXT	128885
CSXT	128886
CSXT	128888
CSXT	128890
CSXT	128891
CSXT	128893
CSXT	128897
CSXT	128898
CSXT	128901
CSXT	128913
CSXT	128914
CSXT	128915
CSXT	128916
CSXT	128917
CSXT	128918
CSXT	128921
CSXT	128923
CSXT	128924
CSXT	128925
CSXT	128931
CSXT	128932
CSXT	128935
CSXT	128937
CSXT	128940
CSXT	128943
CSXT	128948
CSXT	128952
CSXT	128955
CSXT	128958
CSXT	128960
CSXT	128961
CSXT	128967
CSXT	128968
CSXT	128969
CSXT	128979
CSXT	128980
CSXT	128983
CSXT	128990
CSXT	128994
CSXT	128995
CSXT	128998
CSXT	129003
CSXT	129004
CSXT	129010

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	129013
CSXT	129015
CSXT	129018
CSXT	502298
CSXT	502328
CSXT	502360
CSXT	502386
CSXT	502392
CSXT	502408
CSXT	502489
CSXT	502494
CSXT	502498
CSXT	502510
CSXT	502520
CSXT	502583

CAR TYPE TOTAL: 174

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

CAR TYPE:
50-FOOT PLATE C BOX

NEW INITIAL	NEW NUMBER
CSXT	123769
CSXT	124371
CSXT	124438
CSXT	124545
CSXT	124859
CSXT	125010
CSXT	125206
CSXT	125210
CSXT	125229
CSXT	125234
CSXT	125338
CSXT	125384
CSXT	136823
CSXT	136834
CSXT	136840
CSXT	136859
CSXT	136863
CSXT	136901
CSXT	136964
CSXT	136986
CSXT	139040
CSXT	139129
CSXT	139201
CSXT	139964
CSXT	139966
CSXT	139967
CSXT	139968
CSXT	139970
CSXT	139972
CSXT	139973
CSXT	139975
CSXT	139979
CSXT	139980
CSXT	139981
CSXT	139983
CSXT	139984
CSXT	139986
CSXT	139987
CSXT	139990
CSXT	139991
CSXT	139992
CSXT	139995
CSXT	139996
CSXT	139997
CSXT	139999
CSXT	140002
CSXT	140003
CSXT	140004
CSXT	140005
CSXT	140007
CSXT	140008
CSXT	140010
CSXT	140012

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	140013
CSXT	140014
CSXT	140015
CSXT	140016
CSXT	140018
CSXT	140019
CSXT	140021
CSXT	140022
CSXT	140024
CSXT	140025
CSXT	140026
CSXT	140027
CSXT	140028
CSXT	140030
CSXT	140032
CSXT	140033
CSXT	140034
CSXT	140035
CSXT	140037

CAR TYPE TOTAL: 72

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	202575
MEDIUM CUBE	CSXT	202576
COVERED HOPPER	CSXT	202577
	CSXT	202578
	CSXT	202579
	CSXT	202582
	CSXT	202584
	CSXT	202585
	CSXT	225475
	CSXT	225654
	CSXT	225656
	CSXT	225660
	CSXT	225663
	CSXT	225666
	CSXT	225668
	CSXT	225670
	CSXT	225672
	CSXT	225676
	CSXT	226003
	CSXT	226004
	CSXT	226006
	CSXT	226007
	CSXT	226010
	CSXT	226012
	CSXT	226013
	CSXT	226017
	CSXT	226020
	CSXT	226021
	CSXT	226022
	CSXT	226026
	CSXT	226029
	CSXT	226031
	CSXT	226032
	CSXT	226033
	CSXT	226034
	CSXT	226035
	CSXT	226036
	CSXT	226037
	CSXT	226040
	CSXT	226042
	CSXT	226044
	CSXT	226046
	CSXT	226047
	CSXT	226052
	CSXT	226055
	CSXT	226056
	CSXT	226061
	CSXT	226065
	CSXT	226067
	CSXT	226068
	CSXT	226070
	CSXT	226073
	CSXT	226074

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	226077
CSXT	226086
CSXT	226094
CSXT	226095
CSXT	226097
CSXT	226098
CSXT	226099
CSXT	226102
CSXT	226103
CSXT	226106
CSXT	226111
CSXT	226112
CSXT	226114
CSXT	226723
CSXT	226724
CSXT	226725
CSXT	226726
CSXT	226728
CSXT	226730
CSXT	226732
CSXT	226734
CSXT	226736
CSXT	226739
CSXT	226742
CSXT	226752
CSXT	226757
CSXT	226758
CSXT	226759
CSXT	226760
CSXT	226761
CSXT	226765
CSXT	226769
CSXT	226772
CSXT	226774
CSXT	226775
CSXT	226782
CSXT	226783
CSXT	226785
CSXT	226790
CSXT	226791
CSXT	226792
CSXT	226793
CSXT	226794
CSXT	226795
CSXT	226797
CSXT	226799
CSXT	226802
CSXT	226803
CSXT	226804
CSXT	226805
CSXT	226806
CSXT	226808
CSXT	226809

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	226810
CSXT	226815
CSXT	226816
CSXT	226817
CSXT	226818
CSXT	226819
CSXT	226825
CSXT	226826
CSXT	226827
CSXT	226831
CSXT	226833
CSXT	226835
CSXT	226836
CSXT	226838
CSXT	226844
CSXT	226845
CSXT	226847
CSXT	226852
CSXT	226855
CSXT	226859
CSXT	226864
CSXT	226865
CSXT	226866
CSXT	226867
CSXT	226869
CSXT	226870
CSXT	226871
CSXT	226872
CSXT	226876
CSXT	226877
CSXT	226878
CSXT	226881
CSXT	226882
CSXT	226883
CSXT	226886
CSXT	226890
CSXT	226891
CSXT	226893
CSXT	226895
CSXT	226896
CSXT	226898
CSXT	226899
CSXT	226900
CSXT	226910
CSXT	226911
CSXT	226913
CSXT	226915
CSXT	240187
CSXT	240223
CSXT	240244
CSXT	240313
CSXT	240379
CSXT	240646

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	240659
CSXT	240669
CSXT	240690
CSXT	240719
CSXT	240738
CSXT	240744
CSXT	240760
CSXT	240774
CSXT	240789
CSXT	240804
CSXT	240823

CAR TYPE TOTAL: 170

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

CAR TYPE:
JUMBO COVD HOPPER

NEW INITIAL	NEW NUMBER
CSXT	246173
CSXT	246175
CSXT	246380
CSXT	246663
CSXT	246675
CSXT	246688
CSXT	246693
CSXT	246695
CSXT	246700
CSXT	246710
CSXT	246718
CSXT	246721
CSXT	246729
CSXT	246730
CSXT	246760
CSXT	246765
CSXT	246774
CSXT	246775
CSXT	246776
CSXT	246789
CSXT	246837
CSXT	246848
CSXT	246871
CSXT	246903
CSXT	246934
CSXT	246941
CSXT	246951
CSXT	246973
CSXT	246984
CSXT	246986
CSXT	247011
CSXT	248358
CSXT	248376
CSXT	248399
CSXT	248433
CSXT	248436
CSXT	248442
CSXT	248445
CSXT	248450
CSXT	248461
CSXT	248462
CSXT	248468
CSXT	248470
CSXT	248472
CSXT	248479
CSXT	248481
CSXT	248482
CSXT	248483
CSXT	248493
CSXT	248495
CSXT	248497
CSXT	248499
CSXT	248500

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	248502
CSXT	248505
CSXT	248508
CSXT	248511
CSXT	248516
CSXT	248518
CSXT	248520
CSXT	248521
CSXT	248523
CSXT	248524
CSXT	248525
CSXT	248529
CSXT	248533
CSXT	248540
CSXT	248545
CSXT	248547
CSXT	248549
CSXT	248550
CSXT	248551
CSXT	248553
CSXT	248554
CSXT	248558
CSXT	248563
CSXT	248564
CSXT	248569
CSXT	248570
CSXT	248572
CSXT	248574
CSXT	248575
CSXT	248580
CSXT	248583
CSXT	248586
CSXT	248592
CSXT	248606
CSXT	248617
CSXT	248620
CSXT	248621
CSXT	248632
CSXT	248634
CSXT	248635
CSXT	248639
CSXT	248640
CSXT	248644
CSXT	248647
CSXT	248648
CSXT	248651
CSXT	248660
CSXT	248670
CSXT	248673
CSXT	248676
CSXT	248678
CSXT	248683
CSXT	248689

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	248694
CSXT	248695
CSXT	248699
CSXT	248705
CSXT	248712
CSXT	248713
CSXT	248714
CSXT	248715
CSXT	248716
CSXT	248717
CSXT	248718
CSXT	248727
CSXT	248728
CSXT	248730
CSXT	249510
CSXT	249511
CSXT	249518
CSXT	249522
CSXT	253881
CSXT	253885
CSXT	253889
CSXT	253890
CSXT	253891
CSXT	253901
CSXT	253908
CSXT	253909
CSXT	253910
CSXT	253915
CSXT	253916
CSXT	253917
CSXT	253918
CSXT	253921
CSXT	253927
CSXT	253934
CSXT	253936
CSXT	253937
CSXT	253946
CSXT	253949
CSXT	253950
CSXT	253960
CSXT	253961
CSXT	253962
CSXT	253971
CSXT	253982
CSXT	253986
CSXT	253987
CSXT	253994
CSXT	254002
CSXT	254006
CSXT	254012
CSXT	254013
CSXT	254014
CSXT	254015

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	254018
CSXT	254019
CSXT	254022
CSXT	254025
CSXT	254032
CSXT	254034
CSXT	255588
CSXT	255601
CSXT	255602
CSXT	255618
CSXT	255635
CSXT	255636
CSXT	255643
CSXT	255650
CSXT	255652
CSXT	255656
CSXT	255660
CSXT	255661
CSXT	255666
CSXT	255668
CSXT	255683
CSXT	255688
CSXT	255696
CSXT	255713
CSXT	255719
CSXT	255726
CSXT	255753
CSXT	255763
CSXT	255777
CSXT	255778
CSXT	255782
CSXT	255788
CSXT	255789
CSXT	255802
CSXT	255805
CSXT	255814
CSXT	255828
CSXT	255833
CSXT	255942
CSXT	255987
CSXT	255991
CSXT	255992
CSXT	255995
CSXT	255999
CSXT	256001
CSXT	256003
CSXT	256004
CSXT	256005
CSXT	256007
CSXT	256008
CSXT	256009
CSXT	256011
CSXT	256012

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	256015
CSXT	256017
CSXT	256021
CSXT	256024
CSXT	256025
CSXT	256026
CSXT	256027
CSXT	256029
CSXT	256030
CSXT	256031
CSXT	256039
CSXT	256041
CSXT	256042
CSXT	256045
CSXT	256048
CSXT	256049
CSXT	256050
CSXT	256051
CSXT	256052
CSXT	256054
CSXT	256056
CSXT	256057
CSXT	256059
CSXT	256060
CSXT	256063
CSXT	256064
CSXT	256065
CSXT	256066
CSXT	256067
CSXT	256069
CSXT	256070
CSXT	256071
CSXT	256072
CSXT	256074
CSXT	256080
CSXT	256081
CSXT	256083
CSXT	256084
CSXT	256086
CSXT	256087
CSXT	256088
CSXT	256094
CSXT	256095
CSXT	256096
CSXT	256098
CSXT	256099
CSXT	256100
CSXT	256101
CSXT	256102
CSXT	256106
CSXT	256110
CSXT	256111
CSXT	256112

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	256113
CSXT	256115
CSXT	256116
CSXT	256117
CSXT	256119
CSXT	256120
CSXT	256121
CSXT	256122
CSXT	256126
CSXT	256127
CSXT	256128
CSXT	256129
CSXT	256132
CSXT	256133
CSXT	256134
CSXT	256138
CSXT	256139
CSXT	256140
CSXT	256142
CSXT	256143
CSXT	256144
CSXT	256146
CSXT	256148
CSXT	256150
CSXT	256153
CSXT	256154
CSXT	256159
CSXT	256160
CSXT	256161
CSXT	256162
CSXT	256163
CSXT	256164
CSXT	256165
CSXT	256167
CSXT	256170
CSXT	256172
CSXT	256174
CSXT	256176
CSXT	256177
CSXT	256182
CSXT	256183
CSXT	256190
CSXT	256193
CSXT	256194
CSXT	256195
CSXT	256198
CSXT	256199
CSXT	256202
CSXT	256204
CSXT	256205
CSXT	256206
CSXT	256207
CSXT	256208

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	CSXT	256209
	CSXT	256210
	CSXT	256215
	CSXT	256217
	CSXT	256218
	CSXT	256222
	CSXT	256223
	CSXT	256224
	CSXT	256225
	CSXT	256228
	CSXT	256232
	CSXT	256234
	CSXT	256239
	CSXT	256240
	CSXT	256241
	CSXT	256245
	CSXT	256246
	CSXT	256248
	CSXT	256249
	CSXT	256250
	CSXT	256251
	CSXT	256253
	CSXT	256257
	CSXT	256258
	CSXT	256259
	CSXT	256270
	CSXT	256359
	CSXT	256360
	CSXT	256370
	CSXT	256380
	CSXT	256381
	CSXT	256384
	CSXT	256388
	CSXT	256390
	CSXT	256392
	CSXT	256394
	CSXT	256400
	CSXT	256430
	CSXT	256439
	CSXT	256451
	CSXT	256452
CAR TYPE TOTAL:	359	
GRAND TOTAL	775	

RECORDATION NO. 16548-C FILED 1425
DEC 27 1989 -8 40 AM
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 2

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

70-TON BOXCARS-PLATE B
70-TON BOXCARS-PLATE C
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. 2 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. 7 DATED AS OF SEPTEMBER 7, 1989. 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 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 _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, 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. 7 dated as of September 7, 1989 (the "Trust Agreement") with U.S. BANCORP LEASING & FINANCIAL, an Oregon 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. 7 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 7 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 7 (the "Indenture"), each dated as of September 7, 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;

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 $20,000,100 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Boxcar-Plate B, Boxcar-Plate C, Medium Hopper Car and Jumbo Hopper 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 Boxcars-Plate B 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 Boxcars-Plate C leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2C, 3C and 4C hereto shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof, and the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2D, 3D and 4D hereto shall be applicable with respect to the Jumbo Hopper 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, 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, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its succes-

sors and its assigns for its and their own use and benefit forever.

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

7. By executing and delivering this Lease and Indenture Supplement No. 2 and Amendment the parties hereto hereby waive the following provision, which is contained in the last sentence of Section 2 of the Participation Agreement: "Notwithstanding the foregoing, there shall be only one Closing under this Participation Agreement, which shall occur on or before September 30, 1989".

8. This Lease and Indenture Supplement No. 2 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.

9. This Lease and Indenture Supplement No. 2 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 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. [illegible]
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 Connecticut)
: ss.: Hartford
COUNTY OF Hartford)

On this 27th day of DEC, 1989, before me personally appeared PHILIP G. KANE, Jr, 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.

Michelle K. Blezard
Notary Public

MICHELLE K. BLEZARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

My Commission Expires:

[Notary Seal]

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

On this 21st day of Dec, 1989, 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: July 1, 1990

[Notary Seal]

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

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

Linda Lee Sperly
Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1
to
Lease and Indenture
Supplement No. 2

SCHEDULE OF RAILCARS TO BE DELIVERED

Boxcars-Plate B

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
174	*	$19,800	$ 3,445,200

Boxcars-Plate C

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
72	*	$24,100	$ 1,735,200

Medium Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
170	*	$25,300	$ 4,301,000

Jumbo Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
359		$29,300	$ 10,518,700

* See tables attached hereto.

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	128401
50-FOOT PLATE B BOX	CSXT	128403
	CSXT	128406
	CSXT	128408
	CSXT	128412
	CSXT	128414
	CSXT	128415
	CSXT	128419
	CSXT	128426
	CSXT	128429
	CSXT	128430
	CSXT	128431
	CSXT	128434
	CSXT	128435
	CSXT	128438
	CSXT	128442
	CSXT	128443
	CSXT	128455
	CSXT	128457
	CSXT	128467
	CSXT	128471
	CSXT	128478
	CSXT	128482
	CSXT	128486
	CSXT	128489
	CSXT	128492
	CSXT	128498
	CSXT	128504
	CSXT	128505
	CSXT	128532
	CSXT	128534
	CSXT	128542
	CSXT	128567
	CSXT	128574
	CSXT	128575
	CSXT	128581
	CSXT	128586
	CSXT	128588
	CSXT	128593
	CSXT	128595
	CSXT	128596
	CSXT	128597
	CSXT	128602
	CSXT	128607
	CSXT	128614
	CSXT	128615
	CSXT	128617
	CSXT	128619
	CSXT	128626
	CSXT	128627
	CSXT	128632
	CSXT	128634
	CSXT	128641

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	128644
CSXT	128645
CSXT	128646
CSXT	128649
CSXT	128651
CSXT	128654
CSXT	128662
CSXT	128664
CSXT	128665
CSXT	128667
CSXT	128675
CSXT	128676
CSXT	128682
CSXT	128686
CSXT	128688
CSXT	128689
CSXT	128696
CSXT	128700
CSXT	128701
CSXT	128702
CSXT	128705
CSXT	128714
CSXT	128719
CSXT	128720
CSXT	128727
CSXT	128732
CSXT	128734
CSXT	128749
CSXT	128752
CSXT	128754
CSXT	128756
CSXT	128759
CSXT	128760
CSXT	128761
CSXT	128767
CSXT	128770
CSXT	128781
CSXT	128785
CSXT	128786
CSXT	128787
CSXT	128788
CSXT	128797
CSXT	128798
CSXT	128803
CSXT	128804
CSXT	128810
CSXT	128816
CSXT	128817
CSXT	128820
CSXT	128828
CSXT	128836
CSXT	128838
CSXT	128844

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	128847
CSXT	128852
CSXT	128863
CSXT	128865
CSXT	128867
CSXT	128871
CSXT	128875
CSXT	128878
CSXT	128882
CSXT	128885
CSXT	128886
CSXT	128888
CSXT	128890
CSXT	128891
CSXT	128893
CSXT	128897
CSXT	128898
CSXT	128901
CSXT	128913
CSXT	128914
CSXT	128915
CSXT	128916
CSXT	128917
CSXT	128918
CSXT	128921
CSXT	128923
CSXT	128924
CSXT	128925
CSXT	128931
CSXT	128932
CSXT	128935
CSXT	128937
CSXT	128940
CSXT	128943
CSXT	128948
CSXT	128952
CSXT	128955
CSXT	128958
CSXT	128960
CSXT	128961
CSXT	128967
CSXT	128968
CSXT	128969
CSXT	128979
CSXT	128980
CSXT	128983
CSXT	128990
CSXT	128994
CSXT	128995
CSXT	128998
CSXT	129003
CSXT	129004
CSXT	129010

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	CSXT	129013
	CSXT	129015
	CSXT	129018
	CSXT	502298
	CSXT	502328
	CSXT	502360
	CSXT	502386
	CSXT	502392
	CSXT	502408
	CSXT	502489
	CSXT	502494
	CSXT	502498
	CSXT	502510
	CSXT	502520
	CSXT	502583
CAR TYPE TOTAL:	174	

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

CAR TYPE:
50-FOOT PLATE C BOX

NEW INITIAL	NEW NUMBER
CSXT	123769
CSXT	124371
CSXT	124438
CSXT	124545
CSXT	124859
CSXT	125010
CSXT	125206
CSXT	125210
CSXT	125229
CSXT	125234
CSXT	125338
CSXT	125384
CSXT	136823
CSXT	136834
CSXT	136840
CSXT	136859
CSXT	136863
CSXT	136901
CSXT	136964
CSXT	136986
CSXT	139040
CSXT	139129
CSXT	139201
CSXT	139964
CSXT	139966
CSXT	139967
CSXT	139968
CSXT	139970
CSXT	139972
CSXT	139973
CSXT	139975
CSXT	139979
CSXT	139980
CSXT	139981
CSXT	139983
CSXT	139984
CSXT	139986
CSXT	139987
CSXT	139990
CSXT	139991
CSXT	139992
CSXT	139995
CSXT	139996
CSXT	139997
CSXT	139999
CSXT	140002
CSXT	140003
CSXT	140004
CSXT	140005
CSXT	140007
CSXT	140008
CSXT	140010
CSXT	140012

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	140013
CSXT	140014
CSXT	140015
CSXT	140016
CSXT	140018
CSXT	140019
CSXT	140021
CSXT	140022
CSXT	140024
CSXT	140025
CSXT	140026
CSXT	140027
CSXT	140028
CSXT	140030
CSXT	140032
CSXT	140033
CSXT	140034
CSXT	140035
CSXT	140037

CAR TYPE TOTAL: 72

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

CAR TYPE:
MEDIUM CUBE
COVERED HOPPER

NEW INITIAL	NEW NUMBER
CSXT	202575
CSXT	202576
CSXT	202577
CSXT	202578
CSXT	202579
CSXT	202582
CSXT	202584
CSXT	202585
CSXT	225475
CSXT	225654
CSXT	225656
CSXT	225660
CSXT	225663
CSXT	225666
CSXT	225668
CSXT	225670
CSXT	225672
CSXT	225676
CSXT	226003
CSXT	226004
CSXT	226006
CSXT	226007
CSXT	226010
CSXT	226012
CSXT	226013
CSXT	226017
CSXT	226020
CSXT	226021
CSXT	226022
CSXT	226026
CSXT	226029
CSXT	226031
CSXT	226032
CSXT	226033
CSXT	226034
CSXT	226035
CSXT	226036
CSXT	226037
CSXT	226040
CSXT	226042
CSXT	226044
CSXT	226046
CSXT	226047
CSXT	226052
CSXT	226055
CSXT	226056
CSXT	226061
CSXT	226065
CSXT	226067
CSXT	226068
CSXT	226070
CSXT	226073
CSXT	226074

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	226077
CSXT	226086
CSXT	226094
CSXT	226095
CSXT	226097
CSXT	226098
CSXT	226099
CSXT	226102
CSXT	226103
CSXT	226106
CSXT	226111
CSXT	226112
CSXT	226114
CSXT	226723
CSXT	226724
CSXT	226725
CSXT	226726
CSXT	226728
CSXT	226730
CSXT	226732
CSXT	226734
CSXT	226736
CSXT	226739
CSXT	226742
CSXT	226752
CSXT	226757
CSXT	226758
CSXT	226759
CSXT	226760
CSXT	226761
CSXT	226765
CSXT	226769
CSXT	226772
CSXT	226774
CSXT	226775
CSXT	226782
CSXT	226783
CSXT	226785
CSXT	226790
CSXT	226791
CSXT	226792
CSXT	226793
CSXT	226794
CSXT	226795
CSXT	226797
CSXT	226799
CSXT	226802
CSXT	226803
CSXT	226804
CSXT	226805
CSXT	226806
CSXT	226808
CSXT	226809

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	226810
CSXT	226815
CSXT	226816
CSXT	226817
CSXT	226818
CSXT	226819
CSXT	226825
CSXT	226826
CSXT	226827
CSXT	226831
CSXT	226833
CSXT	226835
CSXT	226836
CSXT	226838
CSXT	226844
CSXT	226845
CSXT	226847
CSXT	226852
CSXT	226855
CSXT	226859
CSXT	226864
CSXT	226865
CSXT	226866
CSXT	226867
CSXT	226869
CSXT	226870
CSXT	226871
CSXT	226872
CSXT	226876
CSXT	226877
CSXT	226878
CSXT	226881
CSXT	226882
CSXT	226883
CSXT	226886
CSXT	226890
CSXT	226891
CSXT	226893
CSXT	226895
CSXT	226896
CSXT	226898
CSXT	226899
CSXT	226900
CSXT	226910
CSXT	226911
CSXT	226913
CSXT	226915
CSXT	240187
CSXT	240223
CSXT	240244
CSXT	240313
CSXT	240379
CSXT	240646

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	CSXT	240659
	CSXT	240669
	CSXT	240690
	CSXT	240719
	CSXT	240738
	CSXT	240744
	CSXT	240760
	CSXT	240774
	CSXT	240789
	CSXT	240804
	CSXT	240823
CAR TYPE TOTAL:	170	

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
CAR TYPE: JUMBO COVD HOPPER	CSXT	246173
	CSXT	246175
	CSXT	246380
	CSXT	246663
	CSXT	246675
	CSXT	246688
	CSXT	246693
	CSXT	246695
	CSXT	246700
	CSXT	246710
	CSXT	246718
	CSXT	246721
	CSXT	246729
	CSXT	246730
	CSXT	246760
	CSXT	246765
	CSXT	246774
	CSXT	246775
	CSXT	246776
	CSXT	246789
	CSXT	246837
	CSXT	246848
	CSXT	246871
	CSXT	246903
	CSXT	246934
	CSXT	246941
	CSXT	246951
	CSXT	246973
	CSXT	246984
	CSXT	246986
	CSXT	247011
	CSXT	248358
	CSXT	248376
	CSXT	248399
	CSXT	248433
	CSXT	248436
	CSXT	248442
	CSXT	248445
	CSXT	248450
	CSXT	248461
	CSXT	248462
	CSXT	248468
	CSXT	248470
	CSXT	248472
	CSXT	248479
	CSXT	248481
	CSXT	248482
	CSXT	248483
	CSXT	248493
	CSXT	248495
	CSXT	248497
	CSXT	248499
	CSXT	248500

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	248502
CSXT	248505
CSXT	248508
CSXT	248511
CSXT	248516
CSXT	248518
CSXT	248520
CSXT	248521
CSXT	248523
CSXT	248524
CSXT	248525
CSXT	248529
CSXT	248533
CSXT	248540
CSXT	248545
CSXT	248547
CSXT	248549
CSXT	248550
CSXT	248551
CSXT	248553
CSXT	248554
CSXT	248558
CSXT	248563
CSXT	248564
CSXT	248569
CSXT	248570
CSXT	248572
CSXT	248574
CSXT	248575
CSXT	248580
CSXT	248583
CSXT	248586
CSXT	248592
CSXT	248606
CSXT	248617
CSXT	248620
CSXT	248621
CSXT	248632
CSXT	248634
CSXT	248635
CSXT	248639
CSXT	248640
CSXT	248644
CSXT	248647
CSXT	248648
CSXT	248651
CSXT	248660
CSXT	248670
CSXT	248673
CSXT	248676
CSXT	248678
CSXT	248683
CSXT	248689

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	248694
CSXT	248695
CSXT	248699
CSXT	248705
CSXT	248712
CSXT	248713
CSXT	248714
CSXT	248715
CSXT	248716
CSXT	248717
CSXT	248718
CSXT	248727
CSXT	248728
CSXT	248730
CSXT	249510
CSXT	249511
CSXT	249518
CSXT	249522
CSXT	253881
CSXT	253885
CSXT	253889
CSXT	253890
CSXT	253891
CSXT	253901
CSXT	253908
CSXT	253909
CSXT	253910
CSXT	253915
CSXT	253916
CSXT	253917
CSXT	253918
CSXT	253921
CSXT	253927
CSXT	253934
CSXT	253936
CSXT	253937
CSXT	253946
CSXT	253949
CSXT	253950
CSXT	253960
CSXT	253961
CSXT	253962
CSXT	253971
CSXT	253982
CSXT	253986
CSXT	253987
CSXT	253994
CSXT	254002
CSXT	254006
CSXT	254012
CSXT	254013
CSXT	254014
CSXT	254015

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	254018
CSXT	254019
CSXT	254022
CSXT	254025
CSXT	254032
CSXT	254034
CSXT	255588
CSXT	255601
CSXT	255602
CSXT	255618
CSXT	255635
CSXT	255636
CSXT	255643
CSXT	255650
CSXT	255652
CSXT	255656
CSXT	255660
CSXT	255661
CSXT	255666
CSXT	255668
CSXT	255683
CSXT	255688
CSXT	255696
CSXT	255713
CSXT	255719
CSXT	255726
CSXT	255753
CSXT	255763
CSXT	255777
CSXT	255778
CSXT	255782
CSXT	255788
CSXT	255789
CSXT	255802
CSXT	255805
CSXT	255814
CSXT	255828
CSXT	255833
CSXT	255942
CSXT	255987
CSXT	255991
CSXT	255992
CSXT	255995
CSXT	255999
CSXT	256001
CSXT	256003
CSXT	256004
CSXT	256005
CSXT	256007
CSXT	256008
CSXT	256009
CSXT	256011
CSXT	256012

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	256015
CSXT	256017
CSXT	256021
CSXT	256024
CSXT	256025
CSXT	256026
CSXT	256027
CSXT	256029
CSXT	256030
CSXT	256031
CSXT	256039
CSXT	256041
CSXT	256042
CSXT	256045
CSXT	256048
CSXT	256049
CSXT	256050
CSXT	256051
CSXT	256052
CSXT	256054
CSXT	256056
CSXT	256057
CSXT	256059
CSXT	256060
CSXT	256063
CSXT	256064
CSXT	256065
CSXT	256066
CSXT	256067
CSXT	256069
CSXT	256070
CSXT	256071
CSXT	256072
CSXT	256074
CSXT	256080
CSXT	256081
CSXT	256083
CSXT	256084
CSXT	256086
CSXT	256087
CSXT	256088
CSXT	256094
CSXT	256095
CSXT	256096
CSXT	256098
CSXT	256099
CSXT	256100
CSXT	256101
CSXT	256102
CSXT	256106
CSXT	256110
CSXT	256111
CSXT	256112

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	256113
CSXT	256115
CSXT	256116
CSXT	256117
CSXT	256119
CSXT	256120
CSXT	256121
CSXT	256122
CSXT	256126
CSXT	256127
CSXT	256128
CSXT	256129
CSXT	256132
CSXT	256133
CSXT	256134
CSXT	256138
CSXT	256139
CSXT	256140
CSXT	256142
CSXT	256143
CSXT	256144
CSXT	256146
CSXT	256148
CSXT	256150
CSXT	256153
CSXT	256154
CSXT	256159
CSXT	256160
CSXT	256161
CSXT	256162
CSXT	256163
CSXT	256164
CSXT	256165
CSXT	256167
CSXT	256170
CSXT	256172
CSXT	256174
CSXT	256176
CSXT	256177
CSXT	256182
CSXT	256183
CSXT	256190
CSXT	256193
CSXT	256194
CSXT	256195
CSXT	256198
CSXT	256199
CSXT	256202
CSXT	256204
CSXT	256205
CSXT	256206
CSXT	256207
CSXT	256208

CHASE TRUST NUMBER 7 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	CSXT	256209
	CSXT	256210
	CSXT	256215
	CSXT	256217
	CSXT	256218
	CSXT	256222
	CSXT	256223
	CSXT	256224
	CSXT	256225
	CSXT	256228
	CSXT	256232
	CSXT	256234
	CSXT	256239
	CSXT	256240
	CSXT	256241
	CSXT	256245
	CSXT	256246
	CSXT	256248
	CSXT	256249
	CSXT	256250
	CSXT	256251
	CSXT	256253
	CSXT	256257
	CSXT	256258
	CSXT	256259
	CSXT	256270
	CSXT	256359
	CSXT	256360
	CSXT	256370
	CSXT	256380
	CSXT	256381
	CSXT	256384
	CSXT	256388
	CSXT	256390
	CSXT	256392
	CSXT	256394
	CSXT	256400
	CSXT	256430
	CSXT	256439
	CSXT	256451
	CSXT	256452
CAR TYPE TOTAL:	359	
GRAND TOTAL	775	

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 2

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.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 2

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.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2C
to
Lease and Indenture
Supplement No. 2

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 2C shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2D
to
Lease and Indenture
Supplement No. 2

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 2D shall be applicable in respect of the Jumbo Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 2

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.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 2

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.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000

SCHEDULE 3C
to
Lease and Indenture
Supplement No. 2

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 3C shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000

SCHEDULE 3D
to
Lease and Indenture
Supplement No. 2

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 3D shall be applicable in respect of the Jumbo Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	106.21825431
December 15, 1990	107.65343680
June 15, 1991	105.32027006
December 15, 1991	106.07966780
June 15, 1992	102.94835852
December 15, 1992	103.32645873
June 15, 1993	99.54024090
December 15, 1993	99.67615013
June 15, 1994	95.31937408
December 15, 1994	95.31937408
June 15, 1995	90.50287055
December 15, 1995	90.50287055
June 15, 1996	85.23650559
December 15, 1996	85.23650559
June 15, 1997	77.21956250
December 15, 1997	77.51132013
June 15, 1998	68.93127648
December 15, 1998	69.38899442
June 15, 1999	60.15307684
December 15, 1999	60.12160335
June 15, 2000	50.84720463
December 15, 2000	51.17633519
June 15, 2001	40.83824716
December 15, 2001	41.38215593
June 15, 2002	30.20790684
December 15, 2002	30.89429357
June 15, 2003	20.00000000
December 15, 2003	20.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(BOXCARS-PLATE B)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76685644
June 15, 1991	7.13674551
December 15, 1991	3.60948262
June 15, 1992	7.29411933
December 15, 1992	3.43741009
June 15, 1993	7.46619186
December 15, 1993	3.24926598
June 15, 1994	7.65433597
December 15, 1994	3.04354921
June 15, 1995	7.86005274
December 15, 1995	2.81861850
June 15, 1996	8.08498346
December 15, 1996	2.57267925
June 15, 1997	10.75394535
December 15, 1997	2.19061412
June 15, 1998	11.13601048
December 15, 1998	1.77286411
June 15, 1999	11.55376049
December 15, 1999	2.00560339
June 15, 2000	11.32102122
December 15, 2000	1.28389627
June 15, 2001	12.04272834
December 15, 2001	0.85089467
June 15, 2002	12.47572994
December 15, 2002	0.29464630
June 15, 2003	13.03197831
December 15, 2003	0.00000000
June 15, 2004	13.32662461

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(BOXCARS-PLATE C)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76685644
June 15, 1991	7.13674551
December 15, 1991	3.60948262
June 15, 1992	7.29411933
December 15, 1992	3.43741009
June 15, 1993	7.46619186
December 15, 1993	3.24926598
June 15, 1994	7.65433597
December 15, 1994	3.04354921
June 15, 1995	7.86005274
December 15, 1995	2.81861850
June 15, 1996	8.08498346
December 15, 1996	2.57267925
June 15, 1997	10.75394535
December 15, 1997	2.19061412
June 15, 1998	11.13601048
December 15, 1998	1.77286411
June 15, 1999	11.55376049
December 15, 1999	2.00560339
June 15, 2000	11.32102122
December 15, 2000	1.28389627
June 15, 2001	12.04272834
December 15, 2001	0.85089467
June 15, 2002	12.47572994
December 15, 2002	0.29464630
June 15, 2003	13.03197831
December 15, 2003	0.00000000
June 15, 2004	13.32662461

SCHEDULE 4C
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(MEDIUM HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76685644
June 15, 1991	7.13674551
December 15, 1991	3.60948262
June 15, 1992	7.29411933
December 15, 1992	3.43741009
June 15, 1993	7.46619186
December 15, 1993	3.24926598
June 15, 1994	7.65433597
December 15, 1994	3.04354921
June 15, 1995	7.86005274
December 15, 1995	2.81861850
June 15, 1996	8.08498346
December 15, 1996	2.57267925
June 15, 1997	10.75394535
December 15, 1997	2.19061412
June 15, 1998	11.13601048
December 15, 1998	1.77286411
June 15, 1999	11.55376049
December 15, 1999	2.00560339
June 15, 2000	11.32102122
December 15, 2000	1.28389627
June 15, 2001	12.04272834
December 15, 2001	0.85089467
June 15, 2002	12.47572994
December 15, 2002	0.29464630
June 15, 2003	13.03197831
December 15, 2003	0.00000000
June 15, 2004	13.32662461

SCHEDULE 4D
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(JUMBO HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76685644
June 15, 1991	7.13674551
December 15, 1991	3.60948262
June 15, 1992	7.29411933
December 15, 1992	3.43741009
June 15, 1993	7.46619186
December 15, 1993	3.24926598
June 15, 1994	7.65433597
December 15, 1994	3.04354921
June 15, 1995	7.86005274
December 15, 1995	2.81861850
June 15, 1996	8.08498346
December 15, 1996	2.57267925
June 15, 1997	10.75394535
December 15, 1997	2.19061412
June 15, 1998	11.13601048
December 15, 1998	1.77286411
June 15, 1999	11.55376049
December 15, 1999	2.00560339
June 15, 2000	11.32102122
December 15, 2000	1.28389627
June 15, 2001	12.04272834
December 15, 2001	0.85089467
June 15, 2002	12.47572994
December 15, 2002	0.29464630
June 15, 2003	13.03197831
December 15, 2003	0.00000000
June 15, 2004	13.32662461