

THELEN, MARRIN, JOHNSON & BRIDGES

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HOUSTON

SAN FRANCISCO
LOS ANGELES
OAKLAND
ORANGE COUNTY

MARK S PETERS

November 19, 1990

#15
16542-D

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

0-340A025

16542-D

Attention: Ms. Mildred Lee

DEC 6 1990 - 1 05 PM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

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

Lease and Indenture Supplement No. 3 and Amendment, dated as of June 15, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 3 and Amendment is connected are recorded under Recordation No. 16542 and No. 16542-A. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

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

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

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

DEC 6 12 52 PM '90
NOTOR OPERATING UNIT

Handwritten signature: C. J. Karpala

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee
November 19, 1990
Page 2

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

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

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

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES



Mark S. Peters

Enc.
0037P

Interstate Commerce Commission
Washington, D.C. 20423

12/6/90

OFFICE OF THE SECRETARY

Mark S. Peters

Thelen, Marrin, Johnson & Bridges

330 Madison Avenue

New York, N.Y. 10017-5001

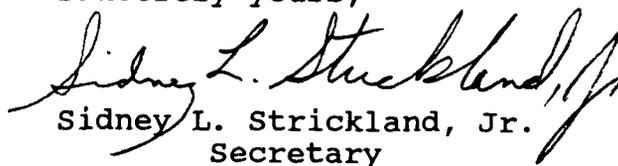
Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/6/90 at 1:05pm, and assigned recordation number(s).

16542-D, 16543-D, 16544-D, 16545-D, 16546-D 16547-D & 16767-C

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

16542-27
RECORDED BY _____ FILED IN _____

DEC 6 1990 -1 05 PM

Trust No. 1

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT

Dated as of June 15, 1990

Among

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

CSX TRANSPORTATION, INC.,
as Lessee

and

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

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

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF SEPTEMBER 1, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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

THIS LEASE AND INDENTURE SUPPLEMENT No. 3 AND AMENDMENT (this "Supplement"), dated as of June 15, 1990 among The Connecticut National Bank, a national banking association but solely as Owner Trustee under that certain Trust Agreement No. 1 dated as of September 1, 1989 (the "Trust Agreement") ("Lessor" or "Owner Trustee"), CSX Transportation, Inc., a Virginia corporation ("Lessee") and Mercantile-Safe Deposit and Trust Company, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee have entered into the Lease Agreement No. 1 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 1 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 1 (the "Indenture"), each dated as of September 1, 1989, relating to the lease financing of certain Railcars described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

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

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

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

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

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

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

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

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

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

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

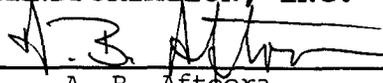
5. This Supplement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The parties agree that on or prior to the date hereof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

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

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

LESSEE:

CSX TRANSPORTATION, INC.

By: 
Name: A. B. Aftora
Title: Treasurer

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title: _____

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

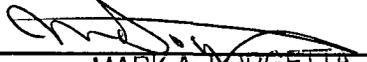
LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

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

INDENTURE TRUSTEE:

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

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title: _____

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

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

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

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

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

By: 
Name: A. E. Schreiber
Title: VICE PRESIDENT

[Corporate Seal]

Attest:

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

Certification to Lessee and Instruction to Lessor:

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

OWNER PARTICIPANT:

PNC LEASING CORP.

By: 
Name: Douglas B. Bickman
Title: V.P.

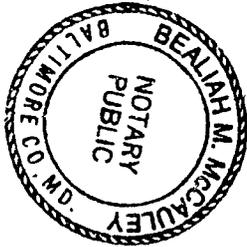
STATE OF MARYLAND)
CITY : ss.: Baltimore
~~COUNTY~~ OF BALTIMORE)

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

Beulah M. McCauley
Notary Public

My Commission Expires: 7-1-90 •

[Notary Seal]



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

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

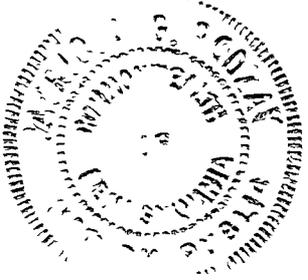
Patricia G. Rodzay
Notary Public

NOTARIAL SEAL
PATRICIA G. RODZAY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC 28, 1992

My Commission Expires: _____

Member, Pennsylvania Association of Notaries

[Notary Seal]





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

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	108.19430418
15 DEC 1990	109.24817086
15 JUN 1991	107.17285392
15 DEC 1991	107.76832381
15 JUN 1992	105.24707157
15 DEC 1992	105.65000105
15 JUN 1993	102.69225499
15 DEC 1993	102.97540695
15 JUN 1994	99.61627981
15 DEC 1994	99.80860115
15 JUN 1995	96.02272247
15 DEC 1995	96.12406123
15 JUN 1996	91.88657203
15 DEC 1996	91.94793415
15 JUN 1997	84.98777957
15 DEC 1997	85.11050090
15 JUN 1998	77.64031081
15 DEC 1998	77.91808219
15 JUN 1999	69.91083242
15 DEC 1999	63.28617317
15 JUN 2000	61.63460521
15 DEC 2000	62.23832179
15 JUN 2001	53.07421665
15 DEC 2001	53.26210178
15 JUN 2002	43.72325698
15 DEC 2002	44.08822797
15 JUN 2003	33.88545800
15 JUN 2003	33.88545800
15 DEC 2003	22.14290478
15 JUN 2004	22.67000000

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

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

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	106.89813457
15 DEC 1990	107.97663432
15 JUN 1991'	105.99865766
15 DEC 1991	106.62567074
15 JUN 1992	104.18798971
15 DEC 1992	104.61870554
15 JUN 1993	101.74605599
15 DEC 1993	102.05347788
15 JUN 1994	98.78173041
15 DEC 1994	98.99508311
15 JUN 1995	95.29959602
15 DEC 1995	95.41858850
15 JUN 1996	91.27463358
15 DEC 1996	91.34968777
15 JUN 1997	84.50511569
15 DEC 1997	84.60241691
15 JUN 1998	77.26600574
15 DEC 1998	77.51238202
15 JUN 1999	69.65182148
15 DEC 1999	61.01542869
15 JUN 2000	61.47109416
15 DEC 2000	62.18749296
15 JUN 2001	53.13085544
15 DEC 2001	53.39095386
15 JUN 2002	43.93823434
15 DEC 2002	44.34165205
15 JUN 2003	34.26468750
15 JUN 2003	34.26468750
15 DEC 2003	22.67734562
15 JUN 2004	23.27500000

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

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	107.46848839
15 DEC 1990	108.48779304
15 JUN 1991	106.37626828
15 DEC 1991	106.93380621
15 JUN 1992	104.37281575
15 DEC 1992	104.73411475
15 JUN 1993	101.73275584
15 DEC 1993	101.97021819
15 JUN 1994	98.56322578
15 DEC 1994	98.70540260
15 JUN 1995	94.86699160
15 DEC 1995	94.91329655
15 JUN 1996	90.61815292
15 DEC 1996	90.61911522
15 JUN 1997	83.59568469
15 DEC 1997	83.65211698
15 JUN 1998	76.11248129
15 DEC 1998	76.31750020
15 JUN 1999	68.23403361
15 DEC 1999	61.52952824
15 JUN 2000	59.79431202
15 DEC 2000	60.31039718
15 JUN 2001	51.05448776
15 DEC 2001	51.14619705
15 JUN 2002	41.50659670
15 DEC 2002	41.76601434
15 JUN 2003	31.45266476
15 JUN 2003	31.45266476
15 DEC 2003	19.59426633
15 JUN 2004	20.00000000

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

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

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, 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 June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

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

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

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

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	106.00785491
15 DEC 1990	107.04396165
15 JUN 1991'	105.02157229
15 DEC 1991	105.60205833
15 JUN 1992	103.11563473
15 DEC 1992	103.49528696
15 JUN 1993	100.56914225
15 DEC 1993	100.82052163
15 JUN 1994	97.49006302
15 DEC 1994	97.64190886
15 JUN 1995	93.88198606
15 DEC 1995	93.93347451
15 JUN 1996	89.71880116
15 DEC 1996	89.71976943
15 JUN 1997	82.79758359
15 DEC 1997	82.81357521
15 JUN 1998	75.39198264
15 DEC 1998	75.54912133
15 JUN 1999	67.59507388
15 DEC 1999	58.86074249
15 JUN 2000	59.21380570
15 DEC 2000	59.82271652
15 JUN 2001	50.65347262
15 DEC 2001	50.79560255
15 JUN 2002	41.21929710
15 DEC 2002	41.49324394
15 JUN 2003	31.28064336
15 JUN 2003	31.28064336
15 DEC 2003	19.55120670
15 JUN 2004	20.00000000

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

BASIC RENT
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
6/15/1990	0	0.00000000
12/15/1990	1	3.77180913
6/15/1991	2	6.70627839
12/15/1991	3	3.73246876
6/15/1992	4	6.74561875
12/15/1992	5	3.59210413
6/15/1993	6	6.88598339
12/15/1993	7	3.43862944
6/15/1994	8	7.03945807
12/15/1994	9	3.27082022
6/15/1995	10	7.20726730
12/15/1995	11	3.08733762
6/15/1996	12	7.39074990
12/15/1996	13	2.88671774
6/15/1997	14	9.91983367
12/15/1997	15	2.57252821
6/15/1998	16	10.23402320
12/15/1998	17	2.21516345
6/15/1999	18	10.59138796
12/15/1999	19	8.98608379
6/15/2000	20	3.82046762
12/15/2000	21	1.48997116
6/15/2001	22	11.31658025
12/15/2001	23	1.48997116
6/15/2002	24	11.31658025
12/15/2002	25	1.05472843
6/15/2003	26 + 27	24.18117291
12/15/2003	28	0.37720148

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

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

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
6/15/1990	0	0.00000000
12/15/1990	1	3.77074144
6/15/1991	2	6.62890083
12/15/1991	3	3.72006112
6/15/1992	4	6.67958116
12/15/1992	5	3.58229542
6/15/1993	6	6.81734686
12/15/1993	7	3.43166240
6/15/1994	8	6.96797988
12/15/1994	9	3.26696025
6/15/1995	10	7.13268203
12/15/1995	11	3.08687492
6/15/1996	12	7.31276735
12/15/1996	13	2.88996963
6/15/1997	14	9.82070427
12/15/1997	15	2.60552855
6/15/1998	16	10.10514534
12/15/1998	17	2.25583911
6/15/1999	18	10.45483479
12/15/1999	19	11.03713889
6/15/2000	20	1.67353501
12/15/2000	21	1.44554620
6/15/2001	22	11.26512769
12/15/2001	23	1.44554620
6/15/2002	24	11.26512769
12/15/2002	25	1.04614391
6/15/2003	26 + 27	23.99684317
12/15/2003	28	0.37836071