

New No  
- A  
- B  
# 39

**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  
  
CUMHURIYET CADDESI 12/10 ISTANBUL  
  
ZIYA UR RAHMAN CADDESI 17/5 ANKARA  
  
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

16545  
RECORDATION #3 FILED 145

SEP 29 1989 - 1 40 PM  
INTERSTATE COMMERCE COMMISSION

DE:LD

September 29, 1989

9-272A021

16545/A  
RECORDATION #3 FILED 145

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

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

16545/B  
RECORDATION #3 FILED 145

Attention: Ms. Mildred Lee

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

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

The first document, Lease Agreement No. 4, dated as of September 4, 1989, is a primary document. The names and address 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

The second document, Indenture and Security Agreement No. 4, dated as of September 4, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

*(Handwritten signature)*  
*C. F. Kaymaker*

SEP 29 1989

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

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

The third document, Lease and Indenture Supplement No. 4, dated as of September 4, 1989, is a secondary document. 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

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars, 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement No. 4 dated as of September 4, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton

Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 4, dated as of September 4, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 4, dated as of September 4, 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 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



David Eisenberg

Enclosures

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

16545/B  
RECORDED ON \_\_\_\_\_ FILED IN \_\_\_\_\_ -B

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated September 29, 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  
70-TON WOODCHIP HOPPER CARS  
100-TON WOODCHIP HOPPER CARS

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 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. 1 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. 1 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.

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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. 1, dated September 29, 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"), each 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 the 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 \$15,626,600 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car, 70-ton Woodchip 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, the 70-ton Woodchip 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. 1, 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. 1, 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. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease

and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

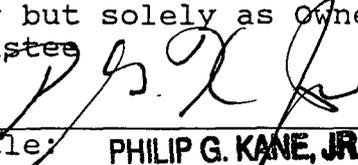
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 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. 1 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:

Indenture Trustee

[Corporate Seal]

Attest:

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

By \_\_\_\_\_  
Title: Assistant Corporate Trust Officer

By \_\_\_\_\_  
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 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

Indenture Trustee

[Corporate Seal]

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

Attest:

By \_\_\_\_\_  
Title: Assistant Corporate Trust Officer

By \_\_\_\_\_  
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 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:

*Matrix*

Lessee

CSX TRANSPORTATION, INC.

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

Indenture Trustee

[Corporate Seal]

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

Attest:

By *L. Mandel*  
Title: Assistant Corporate Trust Officer

By *[Signature]*  
Title: Vice President



STATE OF MARYLAND)

: SS.:

CITY OF BALTIMORE)

On this 26th day of September, 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.

Karen Luebehusen  
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1

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>
445	*	\$30,900	\$13,750,500

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
11	*	\$24,700	\$ 271,700

70-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>
21	*	\$20,800	\$ 436,800

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>
42	*	\$27,800	\$ 1,167,600

\* See tables attached hereto.

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	808298
OPEN TOP HOPPER	CSXT	808314
	CSXT	808327
	CSXT	808329
	CSXT	808343
	CSXT	808351
	CSXT	808369
	CSXT	808372
	CSXT	808378
	CSXT	808381
	CSXT	808384
	CSXT	808388
	CSXT	808394
	CSXT	808397
	CSXT	808399
	CSXT	808404
	CSXT	808414
	CSXT	808427
	CSXT	808430
	CSXT	808459
	CSXT	808461
	CSXT	808465
	CSXT	808466
	CSXT	808475
	CSXT	808481
	CSXT	808485
	CSXT	808488
	CSXT	808501
	CSXT	808504
	CSXT	808505
	CSXT	808512
	CSXT	808514
	CSXT	808522
	CSXT	808534
	CSXT	808539
	CSXT	808540
	CSXT	808541
	CSXT	808543
	CSXT	808547
	CSXT	808562
	CSXT	808567
	CSXT	808571
	CSXT	808573
	CSXT	808576
	CSXT	808578
	CSXT	808582
	CSXT	808586
	CSXT	808589
	CSXT	808601
	CSXT	808613

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	808619
CSXT	808621
CSXT	808625
CSXT	808627
CSXT	808628
CSXT	808648
CSXT	808660
CSXT	808665
CSXT	808681
CSXT	808682
CSXT	808683
CSXT	808690
CSXT	808696
CSXT	808699
CSXT	808702
CSXT	808706
CSXT	808714
CSXT	808716
CSXT	808719
CSXT	808725
CSXT	808731
CSXT	808737
CSXT	808741
CSXT	808753
CSXT	808762
CSXT	808783
CSXT	808796
CSXT	808798
CSXT	808799
CSXT	808800
CSXT	808810
CSXT	808816
CSXT	808826
CSXT	808828
CSXT	808829
CSXT	808831
CSXT	808832
CSXT	808833
CSXT	808834
CSXT	808840
CSXT	808844
CSXT	808850
CSXT	808857
CSXT	808860
CSXT	808863
CSXT	808869
CSXT	808870
CSXT	808876
CSXT	808889
CSXT	808892

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	808893
CSXT	808897
CSXT	808900
CSXT	808905
CSXT	808907
CSXT	808917
CSXT	808918
CSXT	808926
CSXT	808942
CSXT	808946
CSXT	808952
CSXT	808957
CSXT	808975
CSXT	808976
CSXT	808984
CSXT	808991
CSXT	808997
CSXT	809001
CSXT	809004
CSXT	809009
CSXT	809013
CSXT	809016
CSXT	809017
CSXT	809018
CSXT	809022
CSXT	809023
CSXT	809028
CSXT	809037
CSXT	809040
CSXT	809051
CSXT	809053
CSXT	809054
CSXT	809055
CSXT	809057
CSXT	809058
CSXT	809065
CSXT	809073
CSXT	809090
CSXT	809096
CSXT	809101
CSXT	809102
CSXT	809103
CSXT	809107
CSXT	809124
CSXT	809126
CSXT	809132
CSXT	809133
CSXT	809149
CSXT	809152
CSXT	809153

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	809164
CSXT	809166
CSXT	809172
CSXT	809176
CSXT	809177
CSXT	809178
CSXT	809182
CSXT	809187
CSXT	809190
CSXT	809196
CSXT	809205
CSXT	809209
CSXT	809212
CSXT	809214
CSXT	809216
CSXT	809222
CSXT	809234
CSXT	809237
CSXT	809240
CSXT	809248
CSXT	809254
CSXT	809259
CSXT	809261
CSXT	809262
CSXT	809266
CSXT	809277
CSXT	809281
CSXT	809284
CSXT	809286
CSXT	809288
CSXT	809293
CSXT	809295
CSXT	809296
CSXT	809305
CSXT	809310
CSXT	809311
CSXT	809314
CSXT	809317
CSXT	809321
CSXT	809323
CSXT	809330
CSXT	809338
CSXT	809353
CSXT	809356
CSXT	809359
CSXT	809379
CSXT	809382
CSXT	809389
CSXT	809391
CSXT	809394

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	809402
CSXT	809406
CSXT	809415
CSXT	809429
CSXT	809437
CSXT	809443
CSXT	809454
CSXT	809460
CSXT	809464
CSXT	809467
CSXT	809468
CSXT	809470
CSXT	809471
CSXT	809473
CSXT	809474
CSXT	809477
CSXT	809484
CSXT	809485
CSXT	809488
CSXT	809491
CSXT	809496
CSXT	809502
CSXT	809505
CSXT	809506
CSXT	809511
CSXT	809523
CSXT	809531
CSXT	809536
CSXT	809539
CSXT	809540
CSXT	809543
CSXT	809556
CSXT	809557
CSXT	809560
CSXT	809562
CSXT	809563
CSXT	809565
CSXT	809569
CSXT	809573
CSXT	809574
CSXT	809587
CSXT	809590
CSXT	809600
CSXT	809616
CSXT	809619
CSXT	809627
CSXT	809630
CSXT	809634
CSXT	809637
CSXT	809645

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	809646
CSXT	809649
CSXT	809657
CSXT	809673
CSXT	809676
CSXT	809679
CSXT	809680
CSXT	809681
CSXT	809682
CSXT	809683
CSXT	809689
CSXT	809700
CSXT	809707
CSXT	809710
CSXT	809713
CSXT	809723
CSXT	809724
CSXT	809726
CSXT	809727
CSXT	809735
CSXT	809737
CSXT	809743
CSXT	809750
CSXT	809754
CSXT	809765
CSXT	809766
CSXT	809774
CSXT	809778
CSXT	809779
CSXT	809787
CSXT	809788
CSXT	809802
CSXT	809803
CSXT	809804
CSXT	809809
CSXT	809810
CSXT	809811
CSXT	809821
CSXT	809825
CSXT	809828
CSXT	809829
CSXT	809832
CSXT	809833
CSXT	809842
CSXT	809853
CSXT	809862
CSXT	809863
CSXT	809865
CSXT	809867
CSXT	809869

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	809877
CSXT	809879
CSXT	809880
CSXT	809886
CSXT	809887
CSXT	809896
CSXT	809900
CSXT	809902
CSXT	809905
CSXT	809909
CSXT	809910
CSXT	809919
CSXT	809923
CSXT	809931
CSXT	809932
CSXT	809934
CSXT	809936
CSXT	809942
CSXT	809944
CSXT	809947
CSXT	809949
CSXT	809955
CSXT	809962
CSXT	809964
CSXT	809969
CSXT	809972
CSXT	809975
CSXT	809980
CSXT	809981
CSXT	809985
CSXT	809993
CSXT	809995
CSXT	809996
CSXT	810004
CSXT	810008
CSXT	810011
CSXT	810014
CSXT	810015
CSXT	810016
CSXT	810019
CSXT	810023
CSXT	810028
CSXT	810032
CSXT	810035
CSXT	810040
CSXT	810044
CSXT	810048
CSXT	810053
CSXT	810065
CSXT	810073

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	810075
CSXT	810079
CSXT	810081
CSXT	810084
CSXT	810087
CSXT	810089
CSXT	810092
CSXT	810097
CSXT	810099
CSXT	810101
CSXT	810116
CSXT	810123
CSXT	810124
CSXT	810127
CSXT	810129
CSXT	810137
CSXT	810144
CSXT	810145
CSXT	810148
CSXT	810150
CSXT	810153
CSXT	810155
CSXT	810156
CSXT	810158
CSXT	810160
CSXT	810165
CSXT	810171
CSXT	810172
CSXT	810176
CSXT	810179
CSXT	810188
CSXT	810191
CSXT	810193
CSXT	810194
CSXT	810206
CSXT	810220
CSXT	810222
CSXT	810223
CSXT	810233
CSXT	810237
CSXT	810242
CSXT	810243
CSXT	810244
CSXT	810248
CSXT	810251
CSXT	810262
CSXT	810264
CSXT	810269
CSXT	810270
CSXT	810274

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	810278
CSXT	810280
CSXT	810281
CSXT	810284
CSXT	810287
CSXT	810307
CSXT	810310
CSXT	810320
CSXT	810321
CSXT	810323
CSXT	810324
CSXT	810327
CSXT	810334
CSXT	810335
CSXT	810339
CSXT	810343
CSXT	810348
CSXT	810349
CSXT	810358
CSXT	810361
CSXT	810363
CSXT	810378
CSXT	810383
CSXT	810386
CSXT	810393
CSXT	810399
CSXT	810402
CSXT	810405
CSXT	810409
CSXT	810410
CSXT	810414
CSXT	810415
CSXT	810419
CSXT	810420
CSXT	810422
CSXT	810426
CSXT	810428
CSXT	810434
CSXT	810438
CSXT	810441
CSXT	810442
CSXT	810444
CSXT	810447
CSXT	810463
CSXT	810465

CAR TYPE TOTAL:

445

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	704785
GONDOLA	CSXT	704822
	CSXT	704833
	CSXT	704836
	CSXT	704841
	CSXT	704850
	CSXT	704864
	CSXT	704869
	CSXT	704876
	CSXT	704878
	CSXT	704890
CAR TYPE TOTAL:		11

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	430553
70-TON WOOD CHIP	CSXT	430556
HOPPER	CSXT	430570
	CSXT	430573
	CSXT	430582
	CSXT	430584
	CSXT	430593
	CSXT	430610
	CSXT	430612
	CSXT	430617
	CSXT	430623
	CSXT	430636
	CSXT	430637
	CSXT	430638
	CSXT	430642
	CSXT	430653
	CSXT	430659
	CSXT	430673
	CSXT	430674
	CSXT	430675
	CSXT	430678
CAR TYPE TOTAL:	21	

PNC TRUST NUMBER 4 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	432447
100-TON WOOD CHIP	CSXT	432448
HOPPER	CSXT	432449
	CSXT	432450
	CSXT	432451
	CSXT	432452
	CSXT	432453
	CSXT	432454
	CSXT	432455
	CSXT	432456
	CSXT	432457
	CSXT	432459
	CSXT	432460
	CSXT	432461
	CSXT	432463
	CSXT	432464
	CSXT	432465
	CSXT	432466
	CSXT	432467
	CSXT	432468
	CSXT	432469
	CSXT	432471
	CSXT	432472
	CSXT	432473
	CSXT	432475
	CSXT	432476
	CSXT	432478
	CSXT	432480
	CSXT	432481
	CSXT	432482
	CSXT	432483
	CSXT	432484
	CSXT	432485
	CSXT	432486
	CSXT	432487
	CSXT	432488
	CSXT	432489
	CSXT	432490
	CSXT	432492
	CSXT	432495
	CSXT	432496
	CSXT	432497
CAR TYPE TOTAL:	-----	-----
	42	
GRAND TOTAL		519

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	108.76504266
January 1, 1991	109.78706820
July 1, 1991	107.78491152
January 1, 1992	108.35786011
July 1, 1992	105.93743242
January 1, 1993	106.32367932
July 1, 1993	103.48225377
January 1, 1994	103.75122928
July 1, 1994	100.51819509
January 1, 1995	100.69290305
July 1, 1995	97.04220265
January 1, 1996	97.12183244
July 1, 1996	93.03495546
January 1, 1997	93.07292234
July 1, 1997	86.29426991
January 1, 1998	88.97934450
January 1, 1998	88.97934450
July 1, 1998	78.57193072
January 1, 1999	78.78879198
July 1, 1999	70.35438541
January 1, 2000	70.77014035
July 1, 2000	61.71575954
January 1, 2001	62.34354005
July 1, 2001	52.49190901
January 1, 2002	52.74218204
July 1, 2002	42.59067765
January 1, 2003	42.89172579
July 1, 2003	32.11627291
January 1, 2004	32.66474761
July 1, 2004	21.12999989

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 1

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 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.63958105
January 1, 1991	108.69331630
July 1, 1991	106.79910390
January 1, 1992	107.41076319
July 1, 1992	105.08687969
January 1, 1993	105.50964607
July 1, 1993	102.76808740
January 1, 1994	103.07149210
July 1, 1994	99.94234855
January 1, 1995	100.14969459
July 1, 1995	96.60772245
January 1, 1996	96.71813550
July 1, 1996	92.74500187
January 1, 1997	92.81099358
July 1, 1997	86.16782605
January 1, 1998	88.89048566
January 1, 1998	88.89048566
July 1, 1998	78.61954691
January 1, 1999	78.87130394
July 1, 1999	70.58942170
January 1, 2000	71.04283586
July 1, 2000	62.15449739
January 1, 2001	62.82343440
July 1, 2001	53.12423929
January 1, 2002	53.39739060
July 1, 2002	43.42199535
January 1, 2003	43.83064170
July 1, 2003	33.19806210
January 1, 2004	33.87673169
July 1, 2004	22.50000000

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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.72970331
January 1, 1991	109.75004606
July 1, 1991	107.74612645
January 1, 1992	108.31722817
July 1, 1992	105.89486566
January 1, 1993	106.27908561
July 1, 1993	103.43553658
January 1, 1994	103.70228750
July 1, 1994	100.46692280
January 1, 1995	100.63918926
July 1, 1995	96.98593111
January 1, 1996	97.06288135
July 1, 1996	92.97319722
January 1, 1997	93.00822329
July 1, 1997	86.22649001
January 1, 1998	88.90833704
January 1, 1998	88.90833704
July 1, 1998	78.49754202
January 1, 1999	78.71086103
July 1, 1999	70.27274352
January 1, 2000	70.68461082
July 1, 2000	61.62615725
January 1, 2001	62.24967106
July 1, 2001	52.39357015
January 1, 2002	52.63916046
July 1, 2002	42.48275037
January 1, 2003	42.77865921
July 1, 2003	31.99782230
January 1, 2004	32.54065660
July 1, 2004	20.99999989

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 1

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 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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.23181938
January 1, 1991	108.26613775
July 1, 1991	106.35158388
January 1, 1992	106.94193308
July 1, 1992	104.59572474
January 1, 1993	104.99510320
July 1, 1993	102.22904294
January 1, 1994	102.50677932
July 1, 1994	99.35074516
January 1, 1995	99.52992012
July 1, 1995	95.95843544
January 1, 1996	96.03793062
July 1, 1996	92.03240687
January 1, 1997	92.06446609
July 1, 1997	85.38575028
January 1, 1998	88.07116885
January 1, 1998	88.07116885
July 1, 1998	77.76121572
January 1, 1999	77.97210057
July 1, 1999	69.64739990
January 1, 2000	70.05595669
July 1, 2000	61.12062481
January 1, 2001	61.74033068
July 1, 2001	51.98956014
January 1, 2002	52.20868008
July 1, 2002	42.17668059
January 1, 2003	42.52602730
July 1, 2003	31.83132433
January 1, 2004	32.44491233
July 1, 2004	21.00000000

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	3.76902071	
July 1, 1991	6.61395311	
January 1, 1992	3.75943818	
July 1, 1992	6.62353564	
January 1, 1993	3.62568482	
July 1, 1993	6.75728899	
January 1, 1994	3.47943891	
July 1, 1994	6.90353491	
January 1, 1995	3.31953363	
July 1, 1995	7.06344019	
January 1, 1996	3.14469319	
July 1, 1996	7.23828063	
January 1, 1997	2.95352266	
July 1, 1997	9.73677868	
January 1, 1998	0.00000000	(in arrears)
January 1, 1998	12.69030133	(in advance)
July 1, 1998	2.18697074	
January 1, 1999	10.50333059	
July 1, 1999	1.79859674	
January 1, 2000	10.89170460	
July 1, 2000	1.37394860	
January 1, 2001	11.31635273	
July 1, 2001	1.37394860	
January 1, 2002	11.31635273	
July 1, 2002	1.04049390	
January 1, 2003	11.64980743	
July 1, 2003	0.53283825	
January 1, 2004	12.15746308	

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 1

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76953813
July 1, 1991	6.51799371
January 1, 1992	3.74561137
July 1, 1992	6.54192047
January 1, 1993	3.61502374
July 1, 1993	6.67250810
January 1, 1994	3.47223922
July 1, 1994	6.81529262
January 1, 1995	3.31611862
July 1, 1995	6.97141322
January 1, 1996	3.14541637
July 1, 1996	7.14211548
January 1, 1997	2.95877052
July 1, 1997	9.61487951
January 1, 1998	0.00000000 (in arrears)
January 1, 1998	12.57365003 (in advance)
July 1, 1998	2.19544017
January 1, 1999	10.37820986
July 1, 1999	1.81330482
January 1, 2000	10.76034521
July 1, 2000	1.39547803
January 1, 2001	11.17817199
July 1, 2001	1.39547803
January 1, 2002	11.17817199
July 1, 2002	0.94326098
January 1, 2003	11.63038905
July 1, 2003	0.43188190
January 1, 2004	12.14176813