$39
NEG. NO.
- A
- B

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 ÜR RAHMAN CADDESI 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

RECORDATION NO 16548 FILED 1425

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

DE:LD

September 29, 1989

9-272A021

16548/A
RECORDATION NO FILED 1425

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

16548/B
RECORDATION NO FILED 1425

SEP 29 1989 -1 40 PM

INTERSTATE COMMERCE COMMISSION

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 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. 7, dated as of September 7, 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. 7, dated as of September 7, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Duntyfield C.T. Kappler

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. 7, dated as of September 7, 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

done!

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. - Box, CH

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. 7 dated as of September 7, 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 380 Boxcars-Plate B, 427 Boxcars-Plate C, 512

Small Covered Hopper Cars, 122 Medium Covered Hopper Cars and 208 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 7, dated as of September 7, 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 380 Boxcars-Plate B, 427 Boxcars-Plate C, 512 Small Covered Hopper Cars, 122 Medium Covered Hopper Cars and 208 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 7, dated as of September 7, 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 380 Boxcars-Plate B, 427 Boxcars-Plate C,512 Small Covered Hopper Cars, 122 Medium Covered Hopper Cars and 208 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,

David Eisenberg

Enclosures

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

ANNEX 1

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	125819
50-FOOT PLATE B BOX	CSXT	125825
	CSXT	125829
	CSXT	125830
	CSXT	125831
	CSXT	125832
	CSXT	125833
	CSXT	125837
	CSXT	125840
	CSXT	125841
	CSXT	125843
	CSXT	125845
	CSXT	125846
	CSXT	125854
	CSXT	125857
	CSXT	125858
	CSXT	125860
	CSXT	125862
	CSXT	125864
	CSXT	125868
	CSXT	125871
	CSXT	125873
	CSXT	125875
	CSXT	125877
	CSXT	125882
	CSXT	125883
	CSXT	125884
	CSXT	125886
	CSXT	125887
	CSXT	125889
	CSXT	125891
	CSXT	125898
	CSXT	125899
	CSXT	125902
	CSXT	125903
	CSXT	125906
	CSXT	125908
	CSXT	125909
	CSXT	125910
	CSXT	125912
	CSXT	125914
	CSXT	125918
	CSXT	125922
	CSXT	125924
	CSXT	125925
	CSXT	125927
	CSXT	125929
	CSXT	125931
	CSXT	125932
	CSXT	125933

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	125936
CSXT	125938
CSXT	125940
CSXT	125942
CSXT	125943
CSXT	125946
CSXT	125947
CSXT	125949
CSXT	125957
CSXT	125958
CSXT	125960
CSXT	125961
CSXT	125964
CSXT	125965
CSXT	125966
CSXT	125970
CSXT	125972
CSXT	125973
CSXT	125974
CSXT	125978
CSXT	125979
CSXT	125984
CSXT	125987
CSXT	125991
CSXT	125993
CSXT	125998
CSXT	126000
CSXT	126001
CSXT	126012
CSXT	126013
CSXT	126015
CSXT	126018
CSXT	126026
CSXT	126028
CSXT	126030
CSXT	126038
CSXT	126044
CSXT	126046
CSXT	126047
CSXT	126048
CSXT	126051
CSXT	126054
CSXT	126059
CSXT	126062
CSXT	126065
CSXT	126066
CSXT	126069
CSXT	126071
CSXT	126074
CSXT	126075

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	126077
CSXT	126078
CSXT	126081
CSXT	126082
CSXT	126084
CSXT	126091
CSXT	126092
CSXT	126093
CSXT	126094
CSXT	126101
CSXT	126102
CSXT	126104
CSXT	126106
CSXT	126107
CSXT	126109
CSXT	126116
CSXT	126120
CSXT	126128
CSXT	126131
CSXT	126133
CSXT	126137
CSXT	126142
CSXT	126145
CSXT	126147
CSXT	126148
CSXT	126149
CSXT	126150
CSXT	126151
CSXT	126152
CSXT	126153
CSXT	126156
CSXT	126158
CSXT	126164
CSXT	126165
CSXT	126167
CSXT	126168
CSXT	126169
CSXT	126173
CSXT	126178
CSXT	126180
CSXT	126182
CSXT	126183
CSXT	126188
CSXT	126192
CSXT	126195
CSXT	126198
CSXT	126204
CSXT	126209
CSXT	126211
CSXT	126212

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	126214
CSXT	126217
CSXT	126218
CSXT	126219
CSXT	126220
CSXT	126225
CSXT	126229
CSXT	126230
CSXT	126232
CSXT	126233
CSXT	126238
CSXT	126241
CSXT	126245
CSXT	126249
CSXT	126256
CSXT	126257
CSXT	126258
CSXT	126260
CSXT	126262
CSXT	126263
CSXT	126264
CSXT	126265
CSXT	126268
CSXT	126269
CSXT	126270
CSXT	126272
CSXT	126274
CSXT	126277
CSXT	126280
CSXT	126281
CSXT	126282
CSXT	126283
CSXT	126285
CSXT	126286
CSXT	126289
CSXT	126294
CSXT	126295
CSXT	126299
CSXT	126302
CSXT	126303
CSXT	126308
CSXT	126309
CSXT	126310
CSXT	126312
CSXT	126313
CSXT	126316
CSXT	126322
CSXT	126324
CSXT	126329
CSXT	126331

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	126332
CSXT	126334
CSXT	126340
CSXT	126341
CSXT	126342
CSXT	126343
CSXT	126344
CSXT	126348
CSXT	126351
CSXT	126353
CSXT	126355
CSXT	126356
CSXT	126362
CSXT	126363
CSXT	126364
CSXT	126368
CSXT	126369
CSXT	126372
CSXT	126374
CSXT	126375
CSXT	126376
CSXT	126377
CSXT	126381
CSXT	126383
CSXT	126384
CSXT	126385
CSXT	126388
CSXT	126389
CSXT	126391
CSXT	126392
CSXT	126393
CSXT	126400
CSXT	126401
CSXT	126403
CSXT	126405
CSXT	126406
CSXT	128254
CSXT	128255
CSXT	128256
CSXT	128257
CSXT	128258
CSXT	128259
CSXT	128260
CSXT	128261
CSXT	128262
CSXT	128263
CSXT	128264
CSXT	128266
CSXT	128267
CSXT	128269

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	128420
CSXT	128433
CSXT	128439
CSXT	128446
CSXT	128449
CSXT	128450
CSXT	128452
CSXT	128458
CSXT	128462
CSXT	128465
CSXT	128466
CSXT	128472
CSXT	128479
CSXT	128484
CSXT	128487
CSXT	128490
CSXT	128512
CSXT	128513
CSXT	128518
CSXT	128522
CSXT	128530
CSXT	128531
CSXT	128545
CSXT	128548
CSXT	128550
CSXT	128552
CSXT	128555
CSXT	128556
CSXT	128559
CSXT	128563
CSXT	128582
CSXT	128584
CSXT	128600
CSXT	128621
CSXT	128630
CSXT	128631
CSXT	128639
CSXT	128656
CSXT	128677
CSXT	128681
CSXT	128687
CSXT	128691
CSXT	128693
CSXT	128695
CSXT	128698
CSXT	128699
CSXT	128704
CSXT	128711
CSXT	128713
CSXT	128715

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	128717
CSXT	128721
CSXT	128722
CSXT	128726
CSXT	128736
CSXT	128737
CSXT	128739
CSXT	128741
CSXT	128745
CSXT	128748
CSXT	128755
CSXT	128762
CSXT	128772
CSXT	128775
CSXT	128776
CSXT	128796
CSXT	128801
CSXT	128802
CSXT	128808
CSXT	128809
CSXT	128812
CSXT	128814
CSXT	128815
CSXT	128818
CSXT	128821
CSXT	128822
CSXT	128824
CSXT	128830
CSXT	128832
CSXT	128845
CSXT	128850
CSXT	128861
CSXT	128862
CSXT	128866
CSXT	128868
CSXT	128870
CSXT	128872
CSXT	128876
CSXT	128883
CSXT	128896
CSXT	128907
CSXT	128908
CSXT	128922
CSXT	128930
CSXT	128934
CSXT	128954
CSXT	128963
CSXT	128966
CSXT	128970
CSXT	128971

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	128972
CSXT	128975
CSXT	128985
CSXT	128996
CSXT	128999
CSXT	129000
CSXT	129008
CSXT	129011
CSXT	129014
CSXT	129017
CSXT	502249
CSXT	502252
CSXT	502253
CSXT	502254
CSXT	502256
CSXT	502257
CSXT	502258
CSXT	502259
CSXT	502260
CSXT	502261
CSXT	502262
CSXT	502264
CSXT	502265
CSXT	502266
CSXT	502267
CSXT	502268
CSXT	502269
CSXT	502270
CSXT	502271
CSXT	502273

CAR TYPE TOTAL: 380

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	122816
50-FOOT PLATE C BOX	CSXT	122820
	CSXT	122832
	CSXT	122835
	CSXT	122836
	CSXT	122838
	CSXT	122839
	CSXT	122840
	CSXT	122846
	CSXT	122853
	CSXT	122856
	CSXT	122860
	CSXT	122862
	CSXT	122864
	CSXT	122873
	CSXT	122886
	CSXT	122897
	CSXT	122899
	CSXT	122900
	CSXT	122910
	CSXT	122911
	CSXT	122912
	CSXT	122913
	CSXT	122918
	CSXT	122929
	CSXT	122930
	CSXT	122931
	CSXT	122935
	CSXT	122940
	CSXT	122947
	CSXT	122950
	CSXT	122952
	CSXT	122956
	CSXT	122959
	CSXT	122964
	CSXT	122968
	CSXT	122969
	CSXT	122970
	CSXT	122973
	CSXT	122974
	CSXT	122978
	CSXT	122980
	CSXT	122982
	CSXT	122986
	CSXT	122989
	CSXT	122991
	CSXT	122995
	CSXT	122997
	CSXT	123000
	CSXT	123002

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123004
CSXT	123008
CSXT	123013
CSXT	123019
CSXT	123031
CSXT	123032
CSXT	123033
CSXT	123036
CSXT	123040
CSXT	123043
CSXT	123044
CSXT	123051
CSXT	123052
CSXT	123054
CSXT	123055
CSXT	123057
CSXT	123059
CSXT	123061
CSXT	123063
CSXT	123064
CSXT	123065
CSXT	123066
CSXT	123068
CSXT	123072
CSXT	123075
CSXT	123076
CSXT	123077
CSXT	123078
CSXT	123079
CSXT	123080
CSXT	123086
CSXT	123087
CSXT	123088
CSXT	123091
CSXT	123094
CSXT	123095
CSXT	123097
CSXT	123098
CSXT	123100
CSXT	123101
CSXT	123103
CSXT	123109
CSXT	123111
CSXT	123112
CSXT	123114
CSXT	123117
CSXT	123119
CSXT	123123
CSXT	123127
CSXT	123130

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123131
CSXT	123135
CSXT	123138
CSXT	123139
CSXT	123142
CSXT	123144
CSXT	123145
CSXT	123151
CSXT	123164
CSXT	123165
CSXT	123167
CSXT	123173
CSXT	123178
CSXT	123184
CSXT	123187
CSXT	123198
CSXT	123201
CSXT	123204
CSXT	123208
CSXT	123214
CSXT	123223
CSXT	123234
CSXT	123235
CSXT	123251
CSXT	123261
CSXT	123273
CSXT	123274
CSXT	123279
CSXT	123280
CSXT	123292
CSXT	123293
CSXT	123295
CSXT	123297
CSXT	123299
CSXT	123300
CSXT	123301
CSXT	123303
CSXT	123304
CSXT	123305
CSXT	123306
CSXT	123307
CSXT	123309
CSXT	123311
CSXT	123315
CSXT	123316
CSXT	123317
CSXT	123319
CSXT	123320
CSXT	123322
CSXT	123323

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123326
CSXT	123327
CSXT	123330
CSXT	123336
CSXT	123338
CSXT	123343
CSXT	123344
CSXT	123352
CSXT	123353
CSXT	123355
CSXT	123360
CSXT	123361
CSXT	123364
CSXT	123365
CSXT	123366
CSXT	123367
CSXT	123368
CSXT	123370
CSXT	123376
CSXT	123384
CSXT	123385
CSXT	123386
CSXT	123388
CSXT	123391
CSXT	123392
CSXT	123395
CSXT	123398
CSXT	123402
CSXT	123404
CSXT	123410
CSXT	123420
CSXT	123421
CSXT	123422
CSXT	123423
CSXT	123427
CSXT	123431
CSXT	123433
CSXT	123439
CSXT	123441
CSXT	123442
CSXT	123445
CSXT	123447
CSXT	123450
CSXT	123457
CSXT	123464
CSXT	123465
CSXT	123468
CSXT	123479
CSXT	123481
CSXT	123490

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123491
CSXT	123493
CSXT	123494
CSXT	123498
CSXT	123499
CSXT	123505
CSXT	123509
CSXT	123511
CSXT	123518
CSXT	123523
CSXT	123524
CSXT	123526
CSXT	123528
CSXT	123530
CSXT	123531
CSXT	123533
CSXT	123539
CSXT	123544
CSXT	123547
CSXT	123553
CSXT	123559
CSXT	123562
CSXT	123563
CSXT	123565
CSXT	123566
CSXT	123569
CSXT	123570
CSXT	123574
CSXT	123576
CSXT	123580
CSXT	123582
CSXT	123583
CSXT	123584
CSXT	123587
CSXT	123591
CSXT	123594
CSXT	123595
CSXT	123599
CSXT	123607
CSXT	123608
CSXT	123609
CSXT	123610
CSXT	123614
CSXT	123621
CSXT	123622
CSXT	123623
CSXT	123627
CSXT	123630
CSXT	123635
CSXT	123637

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123638
CSXT	123640
CSXT	123643
CSXT	123649
CSXT	123655
CSXT	123659
CSXT	123660
CSXT	123670
CSXT	123673
CSXT	123674
CSXT	123675
CSXT	123677
CSXT	123679
CSXT	123688
CSXT	123694
CSXT	123695
CSXT	123697
CSXT	123699
CSXT	123706
CSXT	123707
CSXT	123725
CSXT	123730
CSXT	123734
CSXT	123735
CSXT	123740
CSXT	123745
CSXT	123747
CSXT	123748
CSXT	123750
CSXT	123751
CSXT	123757
CSXT	123759
CSXT	123760
CSXT	123773
CSXT	123777
CSXT	123779
CSXT	123781
CSXT	123783
CSXT	123787
CSXT	123793
CSXT	123801
CSXT	123821
CSXT	123824
CSXT	123827
CSXT	123831
CSXT	123832
CSXT	123834
CSXT	123840
CSXT	123853
CSXT	123855

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	123861
CSXT	123866
CSXT	123868
CSXT	123872
CSXT	123876
CSXT	123877
CSXT	123880
CSXT	123881
CSXT	123885
CSXT	123890
CSXT	123891
CSXT	123897
CSXT	123902
CSXT	123909
CSXT	123910
CSXT	123923
CSXT	123924
CSXT	123933
CSXT	123934
CSXT	123944
CSXT	123945
CSXT	123946
CSXT	123959
CSXT	123960
CSXT	123963
CSXT	123966
CSXT	123976
CSXT	123980
CSXT	123981
CSXT	123988
CSXT	123991
CSXT	123992
CSXT	123993
CSXT	123998
CSXT	124000
CSXT	124002
CSXT	124006
CSXT	124010
CSXT	124011
CSXT	124014
CSXT	124019
CSXT	124022
CSXT	124023
CSXT	124033
CSXT	124040
CSXT	124043
CSXT	124050
CSXT	124052
CSXT	124054
CSXT	124055

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	124056
CSXT	124057
CSXT	124058
CSXT	124063
CSXT	124073
CSXT	124075
CSXT	124084
CSXT	124086
CSXT	124087
CSXT	124088
CSXT	124089
CSXT	124090
CSXT	124095
CSXT	124100
CSXT	124103
CSXT	124104
CSXT	124118
CSXT	124120
CSXT	124121
CSXT	124139
CSXT	124146
CSXT	124150
CSXT	124152
CSXT	124161
CSXT	124164
CSXT	124165
CSXT	124171
CSXT	124182
CSXT	124189
CSXT	124190
CSXT	124200
CSXT	124204
CSXT	124212
CSXT	124220
CSXT	124222
CSXT	124224
CSXT	124225
CSXT	124229
CSXT	124234
CSXT	124245
CSXT	124248
CSXT	124255
CSXT	124256
CSXT	124259
CSXT	124262
CSXT	124263
CSXT	124265
CSXT	124266
CSXT	124267
CSXT	124268

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	CSXT	124272
	CSXT	124277
	CSXT	124282
	CSXT	124289
	CSXT	124294
	CSXT	124295
	CSXT	124299
	CSXT	124303
	CSXT	124307
	CSXT	124312
	CSXT	124314
	CSXT	124317
	CSXT	124318
	CSXT	124319
	CSXT	124324
	CSXT	124331
	CSXT	124332
	CSXT	124336
	CSXT	124342
	CSXT	124347
	CSXT	124364
	CSXT	124367
	CSXT	124373
	CSXT	124374
	CSXT	124379
	CSXT	124382
	CSXT	124384
CAR TYPE TOTAL:	427	

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	246166
JUMBO COVD HOPPER	CSXT	246202
	CSXT	246340
	CSXT	246375
	CSXT	246378
	CSXT	246388
	CSXT	246398
	CSXT	246401
	CSXT	246427
	CSXT	246431
	CSXT	246539
	CSXT	246446
	CSXT	246451
	CSXT	246456
	CSXT	246643
	CSXT	246644
	CSXT	246648
	CSXT	246658
	CSXT	246668
	CSXT	246674
	CSXT	246679
	CSXT	246680
	CSXT	246682
	CSXT	246686
	CSXT	246689
	CSXT	246697
	CSXT	246698
	CSXT	246706
	CSXT	246708
	CSXT	246713
	CSXT	246714
	CSXT	246719
	CSXT	246722
	CSXT	246726
	CSXT	246736
	CSXT	246737
	CSXT	246740
	CSXT	246744
	CSXT	246753
	CSXT	246769
	CSXT	246773
	CSXT	246780
	CSXT	246782
	CSXT	246787
	CSXT	246802
	CSXT	246805
	CSXT	246810
	CSXT	246811
	CSXT	246812
	CSXT	246818

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	246820
CSXT	246821
CSXT	246831
CSXT	246842
CSXT	246843
CSXT	246849
CSXT	246855
CSXT	246865
CSXT	246867
CSXT	246868
CSXT	246884
CSXT	246892
CSXT	246895
CSXT	246897
CSXT	246900
CSXT	246904
CSXT	246910
CSXT	246915
CSXT	246917
CSXT	246924
CSXT	246931
CSXT	246935
CSXT	246937
CSXT	246939
CSXT	246949
CSXT	246954
CSXT	246960
CSXT	246967
CSXT	246968
CSXT	246969
CSXT	246976
CSXT	246981
CSXT	246985
CSXT	246996
CSXT	246999
CSXT	247001
CSXT	247009
CSXT	247013
CSXT	247019
CSXT	247023
CSXT	247026
CSXT	247027
CSXT	247028
CSXT	247030
CSXT	247031
CSXT	248181
CSXT	248187
CSXT	248196
CSXT	248237
CSXT	248302

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	248341
CSXT	248371
CSXT	248432
CSXT	248435
CSXT	248463
CSXT	248474
CSXT	248477
CSXT	248484
CSXT	248494
CSXT	248501
CSXT	248503
CSXT	248514
CSXT	248515
CSXT	248552
CSXT	248555
CSXT	248578
CSXT	248579
CSXT	248593
CSXT	248595
CSXT	248604
CSXT	248627
CSXT	248653
CSXT	248658
CSXT	248672
CSXT	248701
CSXT	248703
CSXT	248706
CSXT	248707
CSXT	248711
CSXT	248719
CSXT	248720
CSXT	249514
CSXT	249517
CSXT	249557
CSXT	249559
CSXT	249588
CSXT	249601
CSXT	249653
CSXT	249671
CSXT	249673
CSXT	249691
CSXT	249713
CSXT	249735
CSXT	249747
CSXT	249751
CSXT	249767
CSXT	249773
CSXT	249774
CSXT	249818
CSXT	249832

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	249836
CSXT	249848
CSXT	249851
CSXT	253878
CSXT	253880
CSXT	253882
CSXT	253886
CSXT	253887
CSXT	253888
CSXT	253893
CSXT	253894
CSXT	253896
CSXT	253897
CSXT	253902
CSXT	253903
CSXT	253905
CSXT	253906
CSXT	253912
CSXT	253914
CSXT	253919
CSXT	253925
CSXT	253926
CSXT	253929
CSXT	253935
CSXT	253938
CSXT	253940
CSXT	253941
CSXT	253942
CSXT	253943
CSXT	253944
CSXT	253945
CSXT	253948
CSXT	253951
CSXT	253952
CSXT	253956
CSXT	253957
CSXT	253958
CSXT	253963
CSXT	253965
CSXT	253966
CSXT	253968
CSXT	253969
CSXT	253970
CSXT	253972
CSXT	253973
CSXT	253979
CSXT	253988
CSXT	253989
CSXT	253999
CSXT	254000

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	CSXT	254005
	CSXT	254010
	CSXT	254016
	CSXT	254021
	CSXT	254026
	CSXT	254029
	CSXT	254030
	CSXT	254033
CAR TYPE TOTAL:	208	

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	240171
MEDIUM CUBE	CSXT	240172
COVERED HOPPER	CSXT	240175
	CSXT	240176
	CSXT	240185
	CSXT	240189
	CSXT	240193
	CSXT	240198
	CSXT	240199
	CSXT	240200
	CSXT	240202
	CSXT	240203
	CSXT	240205
	CSXT	240211
	CSXT	240212
	CSXT	240214
	CSXT	240215
	CSXT	240217
	CSXT	240219
	CSXT	240220
	CSXT	240222
	CSXT	240235
	CSXT	240237
	CSXT	240242
	CSXT	240243
	CSXT	240247
	CSXT	240259
	CSXT	240261
	CSXT	240263
	CSXT	240265
	CSXT	240267
	CSXT	240271
	CSXT	240275
	CSXT	240278
	CSXT	240280
	CSXT	240285
	CSXT	240288
	CSXT	240293
	CSXT	240297
	CSXT	240304
	CSXT	240307
	CSXT	240311
	CSXT	240316
	CSXT	240323
	CSXT	240324
	CSXT	240325
	CSXT	240327
	CSXT	240331
	CSXT	240332
	CSXT	240335

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	240337
CSXT	240340
CSXT	240343
CSXT	240346
CSXT	240350
CSXT	240354
CSXT	240366
CSXT	240371
CSXT	240389
CSXT	240391
CSXT	240392
CSXT	240394
CSXT	240644
CSXT	240656
CSXT	240666
CSXT	240667
CSXT	240674
CSXT	240679
CSXT	240686
CSXT	240689
CSXT	240704
CSXT	240710
CSXT	240712
CSXT	240727
CSXT	240732
CSXT	240736
CSXT	240740
CSXT	240748
CSXT	240749
CSXT	240766
CSXT	240767
CSXT	240775
CSXT	240777
CSXT	240779
CSXT	240781
CSXT	240787
CSXT	240801
CSXT	240807
CSXT	240809
CSXT	240812
CSXT	240813
CSXT	240818
CSXT	240824
CSXT	240830
CSXT	240833
CSXT	240839
CSXT	240843
CSXT	240848
CSXT	240853
CSXT	240855

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	CSXT	240859
	CSXT	240861
	CSXT	240863
	CSXT	240871
	CSXT	240872
	CSXT	240873
	CSXT	240884
	CSXT	240892
	CSXT	240894
	CSXT	240897
	CSXT	240900
	CSXT	240901
	CSXT	240906
	CSXT	240908
	CSXT	240930
	CSXT	240931
	CSXT	240932
	CSXT	240935
	CSXT	240944
	CSXT	240946
	CSXT	240947
	CSXT	240954
CAR TYPE TOTAL:	122	

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	220000
SMALL CUBE	CSXT	220003
COVD HOPPER	CSXT	220004
	CSXT	220006
	CSXT	220008
	CSXT	220010
	CSXT	220013
	CSXT	220017
	CSXT	220018
	CSXT	220020
	CSXT	220021
	CSXT	220024
	CSXT	220028
	CSXT	220029
	CSXT	220030
	CSXT	220031
	CSXT	220602
	CSXT	220603
	CSXT	220605
	CSXT	220607
	CSXT	220610
	CSXT	220612
	CSXT	220615
	CSXT	220616
	CSXT	220618
	CSXT	220619
	CSXT	220620
	CSXT	220621
	CSXT	220622
	CSXT	220623
	CSXT	220625
	CSXT	220630
	CSXT	220632
	CSXT	220634
	CSXT	220635
	CSXT	220636
	CSXT	220638
	CSXT	220639
	CSXT	220641
	CSXT	220642
	CSXT	220643
	CSXT	220645
	CSXT	220646
	CSXT	220647
	CSXT	220649
	CSXT	220653
	CSXT	220655
	CSXT	220656
	CSXT	220658
	CSXT	220659

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	220661
CSXT	220666
CSXT	220667
CSXT	220668
CSXT	220671
CSXT	220681
CSXT	220682
CSXT	220685
CSXT	220686
CSXT	220688
CSXT	220689
CSXT	220690
CSXT	220691
CSXT	220693
CSXT	220694
CSXT	220696
CSXT	220697
CSXT	220699
CSXT	220700
CSXT	220971
CSXT	220972
CSXT	220988
CSXT	220990
CSXT	220994
CSXT	220997
CSXT	221005
CSXT	221006
CSXT	221012
CSXT	221015
CSXT	221021
CSXT	221023
CSXT	221035
CSXT	221040
CSXT	221041
CSXT	221047
CSXT	221049
CSXT	221056
CSXT	221058
CSXT	221069
CSXT	221070
CSXT	221074
CSXT	221076
CSXT	221082
CSXT	221095
CSXT	221096
CSXT	221100
CSXT	221101
CSXT	221113
CSXT	221116
CSXT	221120

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	221122
CSXT	221129
CSXT	221130
CSXT	221136
CSXT	221143
CSXT	221152
CSXT	221153
CSXT	221160
CSXT	221168
CSXT	221169
CSXT	221171
CSXT	221182
CSXT	221183
CSXT	221187
CSXT	221191
CSXT	221193
CSXT	221194
CSXT	221196
CSXT	221204
CSXT	221207
CSXT	221208
CSXT	221213
CSXT	221217
CSXT	221220
CSXT	221225
CSXT	221227
CSXT	221233
CSXT	221235
CSXT	221237
CSXT	221242
CSXT	221244
CSXT	221245
CSXT	221260
CSXT	221261
CSXT	221275
CSXT	221286
CSXT	221288
CSXT	221294
CSXT	221301
CSXT	221309
CSXT	221314
CSXT	221316
CSXT	221326
CSXT	221330
CSXT	221331
CSXT	221334
CSXT	221354
CSXT	221357
CSXT	221365
CSXT	221367

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	221369
CSXT	221371
CSXT	221372
CSXT	221374
CSXT	221401
CSXT	221404
CSXT	221406
CSXT	221408
CSXT	221414
CSXT	221417
CSXT	221425
CSXT	221428
CSXT	221430
CSXT	221434
CSXT	221444
CSXT	221446
CSXT	221450
CSXT	221451
CSXT	221452
CSXT	221455
CSXT	221464
CSXT	221466
CSXT	221471
CSXT	221472
CSXT	221476
CSXT	221496
CSXT	221499
CSXT	221501
CSXT	221509
CSXT	221514
CSXT	221518
CSXT	221520
CSXT	221523
CSXT	221524
CSXT	221526
CSXT	221540
CSXT	221546
CSXT	221550
CSXT	221554
CSXT	221556
CSXT	221558
CSXT	221565
CSXT	221568
CSXT	221569
CSXT	221574
CSXT	221575
CSXT	221578
CSXT	221579
CSXT	221580
CSXT	221581

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	221584
CSXT	221589
CSXT	221600
CSXT	221603
CSXT	221604
CSXT	221612
CSXT	221613
CSXT	221618
CSXT	221623
CSXT	221630
CSXT	221639
CSXT	221640
CSXT	221641
CSXT	221648
CSXT	221663
CSXT	221664
CSXT	221666
CSXT	221669
CSXT	221673
CSXT	221675
CSXT	221678
CSXT	221679
CSXT	221681
CSXT	221682
CSXT	221684
CSXT	221687
CSXT	221688
CSXT	221693
CSXT	221694
CSXT	221703
CSXT	221709
CSXT	221710
CSXT	221711
CSXT	221715
CSXT	221718
CSXT	221720
CSXT	221721
CSXT	221723
CSXT	221729
CSXT	221732
CSXT	221736
CSXT	221743
CSXT	221746
CSXT	221758
CSXT	221763
CSXT	221767
CSXT	221772
CSXT	221777
CSXT	221779
CSXT	221783

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	221785
CSXT	221792
CSXT	221794
CSXT	221795
CSXT	221796
CSXT	221799
CSXT	221801
CSXT	221817
CSXT	221821
CSXT	221832
CSXT	221839
CSXT	221842
CSXT	221848
CSXT	221856
CSXT	221859
CSXT	221862
CSXT	221872
CSXT	221884
CSXT	221890
CSXT	221892
CSXT	221897
CSXT	221901
CSXT	221903
CSXT	221905
CSXT	221906
CSXT	221909
CSXT	221911
CSXT	221913
CSXT	221914
CSXT	221923
CSXT	221940
CSXT	221952
CSXT	221957
CSXT	221964
CSXT	221996
CSXT	222009
CSXT	222016
CSXT	222018
CSXT	222019
CSXT	222023
CSXT	222034
CSXT	222037
CSXT	222055
CSXT	222057
CSXT	222089
CSXT	222093
CSXT	222094
CSXT	222095
CSXT	222097
CSXT	222100

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	222101
CSXT	222104
CSXT	222108
CSXT	222111
CSXT	222122
CSXT	222126
CSXT	222133
CSXT	222138
CSXT	222160
CSXT	222164
CSXT	222165
CSXT	222168
CSXT	222169
CSXT	222171
CSXT	222179
CSXT	222185
CSXT	222196
CSXT	222202
CSXT	222203
CSXT	222210
CSXT	222211
CSXT	222213
CSXT	222214
CSXT	222237
CSXT	222241
CSXT	222246
CSXT	222253
CSXT	222259
CSXT	222261
CSXT	222269
CSXT	222280
CSXT	222282
CSXT	222291
CSXT	222295
CSXT	222299
CSXT	222310
CSXT	222311
CSXT	222322
CSXT	222324
CSXT	222328
CSXT	222333
CSXT	222369
CSXT	222370
CSXT	222376
CSXT	222383
CSXT	222396
CSXT	222398
CSXT	222404
CSXT	222405
CSXT	222411

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	222412
CSXT	222415
CSXT	222419
CSXT	222424
CSXT	222425
CSXT	222426
CSXT	222436
CSXT	222444
CSXT	222447
CSXT	222450
CSXT	222467
CSXT	222470
CSXT	222483
CSXT	222486
CSXT	222505
CSXT	222506
CSXT	222512
CSXT	222513
CSXT	222519
CSXT	222528
CSXT	222541
CSXT	222551
CSXT	222554
CSXT	222563
CSXT	222568
CSXT	222571
CSXT	222573
CSXT	222574
CSXT	222575
CSXT	222582
CSXT	222587
CSXT	222590
CSXT	222596
CSXT	222602
CSXT	222606
CSXT	222613
CSXT	222618
CSXT	222622
CSXT	222624
CSXT	222628
CSXT	222633
CSXT	222637
CSXT	222647
CSXT	222652
CSXT	222655
CSXT	222657
CSXT	222659
CSXT	222663
CSXT	222675
CSXT	222677

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	222689
CSXT	222692
CSXT	222693
CSXT	222703
CSXT	222712
CSXT	222713
CSXT	222714
CSXT	222717
CSXT	222724
CSXT	222740
CSXT	222742
CSXT	222747
CSXT	222751
CSXT	222753
CSXT	222758
CSXT	222767
CSXT	222769
CSXT	222784
CSXT	222785
CSXT	222787
CSXT	222789
CSXT	222794
CSXT	222795
CSXT	222802
CSXT	222806
CSXT	222807
CSXT	222808
CSXT	222810
CSXT	222820
CSXT	222827
CSXT	222828
CSXT	222839
CSXT	222851
CSXT	222854
CSXT	222855
CSXT	222856
CSXT	222859
CSXT	222864
CSXT	222866
CSXT	222867
CSXT	222870
CSXT	222873
CSXT	222881
CSXT	222886
CSXT	222897
CSXT	222903
CSXT	222905
CSXT	222908
CSXT	222911
CSXT	222915

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	222916
CSXT	222920
CSXT	222924
CSXT	222927
CSXT	222929
CSXT	222932
CSXT	222934
CSXT	222935
CSXT	222941
CSXT	222944
CSXT	222946
CSXT	222947
CSXT	222954
CSXT	222969
CSXT	222980
CSXT	222984
CSXT	222996
CSXT	222999
CSXT	223000
CSXT	223004
CSXT	223014
CSXT	223020
CSXT	223026
CSXT	223030
CSXT	223048
CSXT	223049
CSXT	223057
CSXT	223059
CSXT	223063
CSXT	223066
CSXT	223067
CSXT	223072
CSXT	223075
CSXT	223087
CSXT	223094
CSXT	223099
CSXT	223101
CSXT	223104
CSXT	223109
CSXT	223112
CSXT	223117
CSXT	223127
CSXT	223129
CSXT	223132
CSXT	223136
CSXT	223138
CSXT	223150
CSXT	223166
CSXT	223169
CSXT	223179

CHASE TRUST NUMBER 7 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	CSXT	223180
	CSXT	223189
	CSXT	223191
	CSXT	223194
	CSXT	223196
	CSXT	223197
	CSXT	223198
	CSXT	223202
	CSXT	223204
	CSXT	223205
	CSXT	223208
	CSXT	223240
CAR TYPE TOTAL:	512	

GRAND TOTAL 1649

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2C
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(SMALL 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 Small Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2D
to
Lease and Indenture
Supplement No. 1

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 2D 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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2E
to
Lease and Indenture
Supplement No. 1

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 2E 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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3C
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(SMALL 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 Small Hopper Cars leased hereunder on the date hereof.

Payment Date	Percentage of Lessor's Cost
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.82907073
December 15, 2003	19.82907073

SCHEDULE 3D
to
Lease and Indenture
Supplement No. 1

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 3D 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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3E
to
Lease and Indenture
Supplement No. 1

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 3E 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	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(BOX CARS- PLATE B)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(BOXCARS-PLATE C)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4C
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(SMALL HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4D
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(MEDIUM HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4E
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(JUMBO HOPPER CARS)

Payment Date	Percentage of Lessor's Cost
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

—B

RECORDATION NO 16548/B FILED 1425

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

70-TON BOXCARS-PLATE B
70-TON BOXCARS-PLATE C
100-TON SMALL COVERED HOPPER CARS
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. 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. 7 DATED AS OF SEPTEMBER 7, 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.

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. 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") dated as of September 7, 1989, 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 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 $40,000,500 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Boxcar-Plate B, Boxcar-Plate C, Small Hopper Car, 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, and 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 Small Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2D, 3D and 4D 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 2E, 3E and 4E 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. 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 Inden-

ture 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]

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:

Lessee

CSX TRANSPORTATION, INC.

By N. B. [illegible]
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:

Lessee

CSX TRANSPORTATION, INC.

By_____
Title:

Indenture Trustee

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

By_____
Title: Vice President

[Corporate Seal]

Attest:

By_____
Title: Assistant Corporate Trust Officer

STATE OF Connecticut)
: ss.: Hartford
COUNTY OF Hartford)

On this 27th day of Sept, 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 Conn Nat. 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.

Debra A Johnson
Notary Public

My Commission Expires:

[Notary Seal]

DEBRA A. JOHNSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990

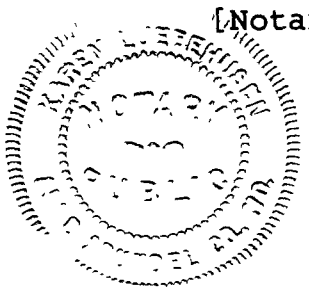
STATE OF MARYLAND)
: ss.:
CITY OF BALTIMORE)

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
to
Lease and Indenture
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Boxcars-Plate B

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
380	*	$19,800	$ 7,524,000

Boxcars-Plate C

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
427	*	$24,100	$10,290,700

Small Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
512	*	$25,400	$13,004,800

Medium Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
122	*	$25,300	$ 3,086,600

* See tables attached hereto.

Jumbo Hopper Cars

Quantity of Units	Serial Numbers	Lessor's Cost Per Unit	Aggregate Lessor's Cost
208	*	$29,300	$ 6,094,400

* See tables attached hereto.