

NEW No ✓
- A
- B

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
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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

DE:LD

RECORDATION NO 16549 FILED 1425
SEP 29 1989 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

September 29, 1989

RECORDATION NO 165499/A FILED 1425
272A021
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

RECORDATION NO 16549 FILED 1425
SEP 29 1989 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

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. 8, dated as of September 8, 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. 8, dated as of September 8, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Vertical handwritten notes on the left margin, including a signature that appears to read "C.T. Korner".

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. 8, dated as of September 8, 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. 8 dated as of September 8, 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 239 Boxcars-Plate B, 269 Boxcars-Plate C, 317

Small Covered Hopper Cars, 77 Medium Covered Hopper Cars and 130 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 8, dated as of September 8, 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 239 Boxcars-Plate B, 269 Boxcars-Plate C, 317 Small Covered Hopper Cars, 77 Medium Covered Hopper Cars and 130 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 8, dated as of September 8, 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 239 Boxcars-Plate B, 269 Boxcars-Plate C, 317 Small Covered Hopper Cars, 77 Medium Covered Hopper Cars and 130 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.

16549 B

RECORDATION NO. _____

REC 1425

SEP 29 1989

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. 8 DATED AS OF September 8, 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. 8 dated as of September 8, 1989 (the "Trust Agreement") with CHASE MANHATTAN SERVICE 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. 8 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 8 (the "Lease") dated as of September 8, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 8 (the "Indenture"), each dated as of September 8, 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 \$25,024,000 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 Railcars set forth, respectively, on Schedules 2A and 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 and Basic Rent Termination Values 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.

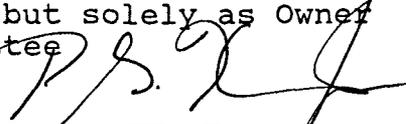
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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]

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:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

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

[Corporate Seal]

Attest:

By *J. Mandella*
Title: Assistant Corporate Trust Officer

By *[Signature]*
Title: Vice President

STATE OF MARYLAND)

: ss.:

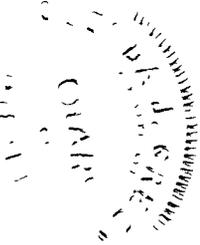
CITY OF BALTIMORE)

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.

Glenda J. Green
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Boxcars-Plate B

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
239	*	\$19,800	\$4,732,700

Boxcars-Plate C

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
269	*	\$24,100	\$6,482,900

Small Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
317	*	\$25,400	\$8,051,800

Medium Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
77	*	\$25,300	\$1,948,100

* See the tables attached hereto.

Jumbo Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
130	*	\$29,300	\$3,809,000

* See the tables attached hereto.

CHASE TRUST NUMBER - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	502274
50-FOOT PLATE B BOX	CSXT	502275
	CSXT	502277
	CSXT	502278
	CSXT	502279
	CSXT	502280
	CSXT	502281
	CSXT	502283
	CSXT	502284
	CSXT	502287
	CSXT	502288
	CSXT	502290
	CSXT	502292
	CSXT	502293
	CSXT	502294
	CSXT	502295
	CSXT	502297
	CSXT	502299
	CSXT	502303
	CSXT	502307
	CSXT	502308
	CSXT	502311
	CSXT	502312
	CSXT	502316
	CSXT	502318
	CSXT	502319
	CSXT	502323
	CSXT	502326
	CSXT	502327
	CSXT	502329
	CSXT	502330
	CSXT	502331
	CSXT	502332
	CSXT	502334
	CSXT	502337
	CSXT	502338
	CSXT	502343
	CSXT	502344
	CSXT	502345
	CSXT	502346
	CSXT	502347
	CSXT	502348
	CSXT	502350
	CSXT	502351
	CSXT	502356
	CSXT	502357
	CSXT	502358
	CSXT	502363
	CSXT	502365
	CSXT	502366

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	502368
CSXT	502369
CSXT	502370
CSXT	502372
CSXT	502374
CSXT	502375
CSXT	502376
CSXT	502378
CSXT	502380
CSXT	502382
CSXT	502383
CSXT	502385
CSXT	502389
CSXT	502391
CSXT	502393
CSXT	502394
CSXT	502396
CSXT	502398
CSXT	502400
CSXT	502403
CSXT	502405
CSXT	502407
CSXT	502411
CSXT	502412
CSXT	502413
CSXT	502415
CSXT	502417
CSXT	502419
CSXT	502420
CSXT	502421
CSXT	502422
CSXT	502423
CSXT	502426
CSXT	502428
CSXT	502430
CSXT	502431
CSXT	502434
CSXT	502436
CSXT	502437
CSXT	502438
CSXT	502439
CSXT	502440
CSXT	502441
CSXT	502442
CSXT	502444
CSXT	502445
CSXT	502447
CSXT	502450
CSXT	502453
CSXT	502459

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	502461
CSXT	502462
CSXT	502463
CSXT	502465
CSXT	502466
CSXT	502467
CSXT	502468
CSXT	502473
CSXT	502476
CSXT	502477
CSXT	502481
CSXT	502483
CSXT	502486
CSXT	502488
CSXT	502490
CSXT	502492
CSXT	502499
CSXT	502500
CSXT	502501
CSXT	502502
CSXT	502503
CSXT	502504
CSXT	502505
CSXT	502507
CSXT	502509
CSXT	502511
CSXT	502514
CSXT	502517
CSXT	502518
CSXT	502519
CSXT	502523
CSXT	502525
CSXT	502526
CSXT	502528
CSXT	502531
CSXT	502537
CSXT	502540
CSXT	502543
CSXT	502545
CSXT	502546
CSXT	502547
CSXT	502549
CSXT	502551
CSXT	502552
CSXT	502553
CSXT	502554
CSXT	502555
CSXT	502560
CSXT	502564
CSXT	502566

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	502570
CSXT	502571
CSXT	502572
CSXT	502573
CSXT	502575
CSXT	502576
CSXT	502578
CSXT	502579
CSXT	502581
CSXT	502582
CSXT	502588
CSXT	502589
CSXT	502591
CSXT	502599
CSXT	502601
CSXT	502602
CSXT	502603
CSXT	502604
CSXT	502611
CSXT	502615
CSXT	502616
CSXT	502617
CSXT	502618
CSXT	502620
CSXT	502622
CSXT	502624
CSXT	502626
CSXT	502627
CSXT	502628
CSXT	502629
CSXT	502633
CSXT	502634
CSXT	502635
CSXT	502639
CSXT	502640
CSXT	502641
CSXT	502642
CSXT	502643
CSXT	502644
CSXT	502645
CSXT	502647
CSXT	502648
CSXT	502649
CSXT	502650
CSXT	502651
CSXT	502654
CSXT	502656
CSXT	502657
CSXT	502658
CSXT	502659

CHASE TRuST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	502660
CSXT	502661
CSXT	502662
CSXT	502664
CSXT	502665
CSXT	502666
CSXT	502667
CSXT	502668
CSXT	502670
CSXT	502671
CSXT	502672
CSXT	502674
CSXT	502677
CSXT	502678
CSXT	502679
CSXT	502680
CSXT	502681
CSXT	502682
CSXT	502684
CSXT	502685
CSXT	502686
CSXT	502687
CSXT	502694
CSXT	502696
CSXT	502697
CSXT	502698
CSXT	502699
CSXT	502700
CSXT	502701
CSXT	502702
CSXT	502703
CSXT	502704
CSXT	502705
CSXT	502706
CSXT	502711
CSXT	502715
CSXT	502716
CSXT	502717
CSXT	502719

CAR TYPE TOTAL:

239

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

CAR TYPE:
50-FOOT PLATE C BOX

NEW INITIAL	NEW NUMBER
CSXT	124390
CSXT	124391
CSXT	124397
CSXT	124405
CSXT	124406
CSXT	124408
CSXT	124413
CSXT	124414
CSXT	124415
CSXT	124417
CSXT	124418
CSXT	124419
CSXT	124425
CSXT	124439
CSXT	124440
CSXT	124448
CSXT	124449
CSXT	124455
CSXT	124456
CSXT	124459
CSXT	124473
CSXT	124478
CSXT	124485
CSXT	124486
CSXT	124500
CSXT	124501
CSXT	124502
CSXT	124506
CSXT	124510
CSXT	124514
CSXT	124515
CSXT	124517
CSXT	124518
CSXT	124520
CSXT	124522
CSXT	124524
CSXT	124529
CSXT	124531
CSXT	124533
CSXT	124534
CSXT	124540
CSXT	124541
CSXT	124546
CSXT	124547
CSXT	124552
CSXT	124554
CSXT	124557
CSXT	124558
CSXT	124559
CSXT	124560

8
CHASE TRUST NUMBER 0 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	124561
CSXT	124565
CSXT	124566
CSXT	124568
CSXT	124572
CSXT	124573
CSXT	124575
CSXT	124577
CSXT	124580
CSXT	124583
CSXT	124584
CSXT	124588
CSXT	124590
CSXT	124595
CSXT	124598
CSXT	124600
CSXT	124601
CSXT	124618
CSXT	124619
CSXT	124621
CSXT	124622
CSXT	124627
CSXT	124631
CSXT	124632
CSXT	124634
CSXT	124638
CSXT	124639
CSXT	124643
CSXT	124660
CSXT	124664
CSXT	124668
CSXT	124669
CSXT	124673
CSXT	124683
CSXT	124684
CSXT	124686
CSXT	124687
CSXT	124688
CSXT	124695
CSXT	124700
CSXT	124706
CSXT	124714
CSXT	124717
CSXT	124718
CSXT	124719
CSXT	124720
CSXT	124722
CSXT	124728
CSXT	124731
CSXT	124733

8
CHASE TRUST NUMBER ● - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	124742
CSXT	124746
CSXT	124749
CSXT	124750
CSXT	124752
CSXT	124753
CSXT	124756
CSXT	124760
CSXT	124762
CSXT	124770
CSXT	124771
CSXT	124774
CSXT	124776
CSXT	124784
CSXT	124785
CSXT	124795
CSXT	124804
CSXT	124805
CSXT	124806
CSXT	124810
CSXT	124818
CSXT	124824
CSXT	124825
CSXT	124831
CSXT	124832
CSXT	124834
CSXT	124836
CSXT	124838
CSXT	124839
CSXT	124846
CSXT	124852
CSXT	124853
CSXT	124854
CSXT	124861
CSXT	124863
CSXT	124870
CSXT	124871
CSXT	124878
CSXT	124896
CSXT	124899
CSXT	124900
CSXT	124904
CSXT	124905
CSXT	124906
CSXT	124910
CSXT	124915
CSXT	124916
CSXT	124917
CSXT	124919
CSXT	124921

8
CHASE TRUST NUMBER - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	124935
CSXT	124938
CSXT	124939
CSXT	124942
CSXT	124953
CSXT	124954
CSXT	124964
CSXT	124967
CSXT	124969
CSXT	124970
CSXT	124972
CSXT	124975
CSXT	124976
CSXT	124977
CSXT	124981
CSXT	124982
CSXT	124986
CSXT	124987
CSXT	124994
CSXT	124996
CSXT	125004
CSXT	125019
CSXT	125020
CSXT	125023
CSXT	125027
CSXT	125029
CSXT	125033
CSXT	125043
CSXT	125046
CSXT	125047
CSXT	125051
CSXT	125052
CSXT	125053
CSXT	125054
CSXT	125057
CSXT	125067
CSXT	125074
CSXT	125079
CSXT	125081
CSXT	125082
CSXT	125084
CSXT	125088
CSXT	125092
CSXT	125095
CSXT	125096
CSXT	125113
CSXT	125114
CSXT	125118
CSXT	125119
CSXT	125122

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	125129
CSXT	125136
CSXT	125138
CSXT	125139
CSXT	125141
CSXT	125144
CSXT	125156
CSXT	125158
CSXT	125164
CSXT	125171
CSXT	125177
CSXT	125180
CSXT	125183
CSXT	125185
CSXT	125191
CSXT	125197
CSXT	125200
CSXT	125205
CSXT	125207
CSXT	125211
CSXT	125221
CSXT	125224
CSXT	125226
CSXT	125227
CSXT	125228
CSXT	125236
CSXT	125237
CSXT	125245
CSXT	125246
CSXT	125252
CSXT	125256
CSXT	125257
CSXT	125260
CSXT	125261
CSXT	125264
CSXT	125266
CSXT	125274
CSXT	125275
CSXT	125277
CSXT	125285
CSXT	125287
CSXT	125288
CSXT	125290
CSXT	125293
CSXT	125300
CSXT	125302
CSXT	125303
CSXT	125308
CSXT	125311
CSXT	125313

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	125326
CSXT	125330
CSXT	125339
CSXT	125344
CSXT	125347
CSXT	125349
CSXT	125351
CSXT	125354
CSXT	125355
CSXT	125358
CSXT	125363
CSXT	125366
CSXT	125369
CSXT	125373
CSXT	125375
CSXT	125388
CSXT	125392
CSXT	136805
CSXT	136806

CAR TYPE TOTAL:

269

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	255589
JUMBO COVD HOPPER	CSXT	255595
	CSXT	255596
	CSXT	255597
	CSXT	255613
	CSXT	255616
	CSXT	255624
	CSXT	255632
	CSXT	255641
	CSXT	255646
	CSXT	255651
	CSXT	255654
	CSXT	255662
	CSXT	255670
	CSXT	255673
	CSXT	255674
	CSXT	255675
	CSXT	255678
	CSXT	255692
	CSXT	255694
	CSXT	255698
	CSXT	255715
	CSXT	255718
	CSXT	255724
	CSXT	255728
	CSXT	255730
	CSXT	255731
	CSXT	255735
	CSXT	255738
	CSXT	255747
	CSXT	255760
	CSXT	255764
	CSXT	255769
	CSXT	255772
	CSXT	255773
	CSXT	255780
	CSXT	255781
	CSXT	255785
	CSXT	255793
	CSXT	255794
	CSXT	255798
	CSXT	255800
	CSXT	255808
	CSXT	255813
	CSXT	255815
	CSXT	255818
	CSXT	255820
	CSXT	255824
	CSXT	255825
	CSXT	255829

CHASE TRUST NUMBER ● - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	255837
CSXT	255846
CSXT	255848
CSXT	255849
CSXT	255852
CSXT	255853
CSXT	255856
CSXT	255857
CSXT	255858
CSXT	255860
CSXT	255862
CSXT	255863
CSXT	255865
CSXT	255866
CSXT	255867
CSXT	255868
CSXT	255869
CSXT	255870
CSXT	255871
CSXT	255872
CSXT	255873
CSXT	255877
CSXT	255878
CSXT	255883
CSXT	255884
CSXT	255888
CSXT	255889
CSXT	255891
CSXT	255892
CSXT	255894
CSXT	255895
CSXT	255897
CSXT	255898
CSXT	255899
CSXT	255900
CSXT	255902
CSXT	255906
CSXT	255908
CSXT	255909
CSXT	255910
CSXT	255911
CSXT	255912
CSXT	255913
CSXT	255915
CSXT	255917
CSXT	255918
CSXT	255919
CSXT	255920
CSXT	255922
CSXT	255924

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	255926
CSXT	255927
CSXT	255929
CSXT	255930
CSXT	255931
CSXT	255932
CSXT	255933
CSXT	255934
CSXT	255935
CSXT	255938
CSXT	255945
CSXT	255946
CSXT	255949
CSXT	255971
CSXT	255979
CSXT	255989
CSXT	255990
CSXT	255994
CSXT	255996
CSXT	256000
CSXT	256002
CSXT	256006
CSXT	256013
CSXT	256014
CSXT	256016
CSXT	256020
CSXT	256022
CSXT	256028
CSXT	256032
CSXT	256035

CAR TYPE TOTAL:

130

8

CHASE TRUST NUMBER - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	240956
MEDIUM CUBE	CSXT	240961
COVERED HOPPER	CSXT	240966
	CSXT	240970
	CSXT	240975
	CSXT	240982
	CSXT	240991
	CSXT	240996
	CSXT	240998
	CSXT	241002
	CSXT	241003
	CSXT	241004
	CSXT	241007
	CSXT	241010
	CSXT	241011
	CSXT	241016
	CSXT	241024
	CSXT	241026
	CSXT	241027
	CSXT	241032
	CSXT	241038
	CSXT	241039
	CSXT	241041
	CSXT	241044
	CSXT	241049
	CSXT	241052
	CSXT	241057
	CSXT	241058
	CSXT	241068
	CSXT	241069
	CSXT	241072
	CSXT	241073
	CSXT	241081
	CSXT	241083
	CSXT	241086
	CSXT	241093
	CSXT	241094
	CSXT	241099
	CSXT	241102
	CSXT	241108
	CSXT	241110
	CSXT	241111
	CSXT	241112
	CSXT	241119
	CSXT	241122
	CSXT	241126
	CSXT	241131
	CSXT	241134
	CSXT	241140
	CSXT	241155

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	241157
CSXT	241160
CSXT	241165
CSXT	241168
CSXT	241171
CSXT	241173
CSXT	241175
CSXT	241179
CSXT	241181
CSXT	241193
CSXT	241200
CSXT	241202
CSXT	241208
CSXT	241210
CSXT	241213
CSXT	241221
CSXT	241226
CSXT	241239
CSXT	241241
CSXT	241243
CSXT	241245
CSXT	241246
CSXT	241247
CSXT	241254
CSXT	241257
CSXT	241263
CSXT	241267

CAR TYPE TOTAL:

77

CHASE TRUST NUMBER **8** - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	223245
SMALL CUBE	CSXT	223246
COVD HOPPER	CSXT	223247
	CSXT	223259
	CSXT	223268
	CSXT	223269
	CSXT	223274
	CSXT	223277
	CSXT	223283
	CSXT	223285
	CSXT	223294
	CSXT	223298
	CSXT	223304
	CSXT	223307
	CSXT	223308
	CSXT	223309
	CSXT	223314
	CSXT	223317
	CSXT	223318
	CSXT	223322
	CSXT	223327
	CSXT	223329
	CSXT	223335
	CSXT	223342
	CSXT	223344
	CSXT	223347
	CSXT	223349
	CSXT	223351
	CSXT	223353
	CSXT	223357
	CSXT	223365
	CSXT	223366
	CSXT	223380
	CSXT	223386
	CSXT	223396
	CSXT	223398
	CSXT	223404
	CSXT	223408
	CSXT	223410
	CSXT	223411
	CSXT	223415
	CSXT	223416
	CSXT	223417
	CSXT	223418
	CSXT	223434
	CSXT	223447
	CSXT	223448
	CSXT	223449
	CSXT	223451
	CSXT	223453

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	223454
CSXT	223455
CSXT	223458
CSXT	223459
CSXT	223464
CSXT	223469
CSXT	223481
CSXT	223482
CSXT	223486
CSXT	223493
CSXT	223495
CSXT	223496
CSXT	223500
CSXT	223501
CSXT	223519
CSXT	223520
CSXT	223524
CSXT	223532
CSXT	223541
CSXT	223543
CSXT	223553
CSXT	223558
CSXT	223567
CSXT	223575
CSXT	223585
CSXT	223586
CSXT	223587
CSXT	223595
CSXT	223597
CSXT	223605
CSXT	223609
CSXT	223610
CSXT	223611
CSXT	223614
CSXT	223624
CSXT	223626
CSXT	223631
CSXT	223641
CSXT	223651
CSXT	223655
CSXT	223663
CSXT	223668
CSXT	223674
CSXT	223676
CSXT	223679
CSXT	223682
CSXT	223683
CSXT	223687
CSXT	223688
CSXT	223691

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	223692
CSXT	223693
CSXT	223697
CSXT	223701
CSXT	223702
CSXT	223707
CSXT	223709
CSXT	223712
CSXT	223713
CSXT	223716
CSXT	223718
CSXT	223719
CSXT	223730
CSXT	223735
CSXT	223738
CSXT	223739
CSXT	223743
CSXT	223745
CSXT	223751
CSXT	223752
CSXT	223755
CSXT	223759
CSXT	223764
CSXT	223772
CSXT	223773
CSXT	223774
CSXT	223776
CSXT	223781
CSXT	223785
CSXT	223790
CSXT	223791
CSXT	223795
CSXT	223798
CSXT	223801
CSXT	223803
CSXT	223805
CSXT	223812
CSXT	223814
CSXT	223819
CSXT	223821
CSXT	223836
CSXT	223841
CSXT	223846
CSXT	223848
CSXT	223855
CSXT	223856
CSXT	223860
CSXT	223862
CSXT	223865
CSXT	223874

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	223893
CSXT	223905
CSXT	223907
CSXT	223908
CSXT	223909
CSXT	223919
CSXT	223921
CSXT	223923
CSXT	223925
CSXT	223936
CSXT	223952
CSXT	223959
CSXT	223966
CSXT	223969
CSXT	223977
CSXT	223983
CSXT	223988
CSXT	223991
CSXT	224003
CSXT	224012
CSXT	224014
CSXT	224018
CSXT	224029
CSXT	224031
CSXT	224041
CSXT	224045
CSXT	224048
CSXT	224052
CSXT	224057
CSXT	224061
CSXT	224068
CSXT	224073
CSXT	224081
CSXT	224086
CSXT	224090
CSXT	224091
CSXT	224092
CSXT	224113
CSXT	224121
CSXT	224122
CSXT	224129
CSXT	224131
CSXT	224132
CSXT	224135
CSXT	224139
CSXT	224168
CSXT	224320
CSXT	224321
CSXT	224323
CSXT	224329

CHASE TRUST NUMBER 8 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	224331
CSXT	224332
CSXT	224334
CSXT	224339
CSXT	224341
CSXT	224344
CSXT	224345
CSXT	224350
CSXT	224352
CSXT	224353
CSXT	224359
CSXT	224360
CSXT	224363
CSXT	224367
CSXT	224390
CSXT	224391
CSXT	224392
CSXT	224395
CSXT	224396
CSXT	224398
CSXT	224399
CSXT	224401
CSXT	224410
CSXT	224418
CSXT	224419
CSXT	224421
CSXT	224422
CSXT	224424
CSXT	224428
CSXT	224431
CSXT	224443
CSXT	224444
CSXT	224445
CSXT	224448
CSXT	224454
CSXT	224456
CSXT	224462
CSXT	224473
CSXT	224475
CSXT	224476
CSXT	224478
CSXT	224479
CSXT	224481
CSXT	224491
CSXT	224498
CSXT	224500
CSXT	224504
CSXT	224507
CSXT	224509
CSXT	224512

CHASE TRUST NUMBER ● - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	224521
CSXT	224524
CSXT	224525
CSXT	224527
CSXT	224533
CSXT	224536
CSXT	224537
CSXT	224539
CSXT	224541
CSXT	224543
CSXT	224547
CSXT	224548
CSXT	224554
CSXT	224555
CSXT	224556
CSXT	224557
CSXT	224560
CSXT	224575
CSXT	224577
CSXT	224581
CSXT	224584
CSXT	224601
CSXT	224602
CSXT	224603
CSXT	224610
CSXT	224612
CSXT	224613
CSXT	224615
CSXT	224616
CSXT	224619
CSXT	224625
CSXT	224630
CSXT	224637
CSXT	224641
CSXT	224643
CSXT	224644
CSXT	224649
CSXT	224657
CSXT	224658
CSXT	224662
CSXT	224668
CSXT	224670
CSXT	224680
CSXT	224682
CSXT	224683
CSXT	224686
CSXT	224694
CSXT	224699
CSXT	224701
CSXT	224704

CHASE TRUST NUMBER - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	224705
CSXT	224706
CSXT	224707
CSXT	224712
CSXT	224713
CSXT	224715
CSXT	224717
CSXT	224721
CSXT	224729
CSXT	224734
CSXT	224744
CSXT	224747
CSXT	224751
CSXT	224754
CSXT	224755
CSXT	224756
CSXT	224760

CAR TYPE TOTAL: 317

GRAND TOTAL 1032

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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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, B, C, D, E
to
Lease and
Indenture Supplement No. 1

BASIC RENT
(BOX CARS- PLATE B, BOXCARS - PLATE C,
SMALL HOPPER CARS, MEDIUM HOPPER
CARS, JUMBO HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
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