

16550-C

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

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

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

DME:LCO

RECORDATION NO 16550-C FILED 1425

December 27, 1989

DEC 27 1989 - 8 40 AM

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 is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16550 and Recordation No. 16550-A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

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

Mildred Lee

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

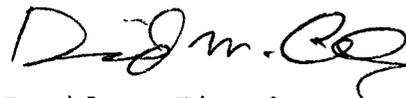
A description of the equipment covered by each of these documents follows: 70-ton Boxcars - Plate B, 70-ton Boxcars - Plate C, 100-ton Medium Covered Hopper Cars and 100-ton Jumbo Covered Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

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

Lease and Indenture Supplement No. 2, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 66 70-ton Boxcars - Plate B, 70-ton Boxcars - Plate C, 100-ton Medium Covered Hopper Cars and 100-ton Jumbo Covered Hopper Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

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

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	502814
50-FOOT PLATE B BOX	CSXT	502825
	CSXT	502828
	CSXT	502829
	CSXT	502841
	CSXT	502846
	CSXT	502867
	CSXT	502873
	CSXT	502881
	CSXT	502890
	CSXT	502899
	CSXT	502956
	CSXT	503186
CAR TYPE TOTAL:		13

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	140046
50-FOOT PLATE C BOX	CSXT	140049
	CSXT	140050
	CSXT	140051
	CSXT	140053
	CSXT	140055
CAR TYPE TOTAL:		6

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	241256
MEDIUM CUBE	CSXT	241262
COVERED HOPPER	CSXT	241270
	CSXT	241308
	CSXT	241316
	CSXT	241360
	CSXT	241378
	CSXT	241396
	CSXT	241447
	CSXT	241502
	CSXT	241507
	CSXT	241525
	CSXT	241536
	CSXT	241538
CAR TYPE TOTAL:		14

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989 (v2)

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	246170
JUMBO COVD HOPPER	CSXT	246473
	CSXT	246474
	CSXT	246476
	CSXT	246661
	CSXT	246677
	CSXT	246702
	CSXT	246717
	CSXT	246916
	CSXT	248219
	CSXT	248222
	CSXT	248416
	CSXT	248451
	CSXT	248692
	CSXT	248696
	CSXT	253898
	CSXT	253933
	CSXT	253954
	CSXT	253984
	CSXT	256200
	CSXT	256211
	CSXT	256230
	CSXT	256231
	CSXT	256237
	CSXT	256252
	CSXT	256260
	CSXT	256268
	CSXT	256364
	CSXT	256365
	CSXT	256403
	CSXT	256427
	CSXT	256444
	CSXT	256453
	-----	-----
CAR TYPE TOTAL:		33
GRAND TOTAL		66

RECORDATION NO. 16530-c
FILED 1425

DEC 27 1989 - 8 40 AM
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO.

Dated December 27, 1989

Among

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

CSX TRANSPORTATION, INC.,
Lessee

and

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

- 70-TON BOXCARS-PLATE B
- 70-TON BOXCARS-PLATE C
- 100-TON MEDIUM COVERED HOPPER CARS
- 100-TON JUMBO COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 9 DATED AS OF September 9, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1989
AT :__ A.M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 9 dated as of September 9, 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. 9 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 9 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 9 (the "Indenture"), each dated as of September 9, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$1,723,100 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Boxcar-Plate B, Boxcar-Plate C, Medium Hopper Car and Jumbo Hopper Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof, 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 Medium Hopper Cars leased hereunder on the date hereof, and the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2D, 3D and 4D hereto shall be applicable with respect to the Jumbo Hopper Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its succes-

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

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

7. This Lease and Indenture Supplement No. 2 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 2 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By 

Title: PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____

Title:

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

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

By _____

Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: ~~Treasurer~~

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

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

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:



[Corporate Seal]

Attest:

By: 
Title: CORPORATE TRUST OFFICER

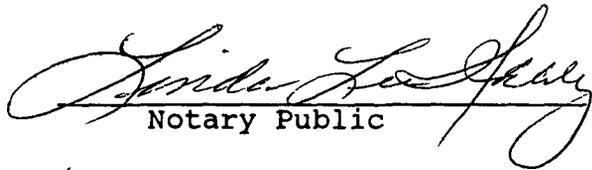
Indenture Trustee

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

By: 
Title: VICE PRESIDENT

STATE OF Maryland ,
COUNTY OF Baltimore ; ss.:

On this 27th day of DEC, 1989, before me personally appeared John M. McFarlane, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1
to
Lease and Indenture
Supplement No. 2

SCHEDULE OF RAILCARS TO BE DELIVERED

Boxcars-Plate B

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
13	*	\$19,800	\$257,400

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>
6	*	\$24,100	\$144,600

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>
14	*	\$25,300	\$354,200

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>
33	*	\$29,300	\$966,900

* See the tables attached hereto.

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	502814
50-FOOT PLATE B BOX	CSXT	502825
	CSXT	502828
	CSXT	502829
	CSXT	502841
	CSXT	502846
	CSXT	502867
	CSXT	502873
	CSXT	502881
	CSXT	502890
	CSXT	502899
	CSXT	502956
	CSXT	503186
CAR TYPE TOTAL:		13

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	140046
50-FOOT PLATE C BOX	CSXT	140049
	CSXT	140050
	CSXT	140051
	CSXT	140053
	CSXT	140055
	-----	-----
CAR TYPE TOTAL:		6

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	241256
MEDIUM CUBE	CSXT	241262
COVERED HOPPER	CSXT	241270
	CSXT	241308
	CSXT	241316
	CSXT	241360
	CSXT	241378
	CSXT	241396
	CSXT	241447
	CSXT	241502
	CSXT	241507
	CSXT	241525
	CSXT	241536
	CSXT	241538
	-----	-----
CAR TYPE TOTAL:		14

CHASE TRUST NUMBER 9 - DECEMBER 27, 1989 (v2)

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	246170
JUMBO COVD HOPPER	CSXT	246473
	CSXT	246474
	CSXT	246476
	CSXT	246661
	CSXT	246677
	CSXT	246702
	CSXT	246717
	CSXT	246916
	CSXT	248219
	CSXT	248222
	CSXT	248416
	CSXT	248451
	CSXT	248692
	CSXT	248696
	CSXT	253898
	CSXT	253933
	CSXT	253954
	CSXT	253984
	CSXT	256200
	CSXT	256211
	CSXT	256230
	CSXT	256231
	CSXT	256237
	CSXT	256252
	CSXT	256260
	CSXT	256268
	CSXT	256364
	CSXT	256365
	CSXT	256403
	CSXT	256427
	CSXT	256444
	CSXT	256453
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CAR TYPE TOTAL:		33
GRAND TOTAL		66

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(BOXCARS-PLATE B)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

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

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(BOXCARS-PLATE C)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

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

SCHEDULE 2C
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(MEDIUM HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

SCHEDULE 2D
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(JUMBO HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(BOXCARS-PLATE B)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

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

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(BOXCARS-PLATE C)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

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

SCHEDULE 3C
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(MEDIUM HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

SCHEDULE 3D
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(JUMBO HOPPER CARS)

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

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

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

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

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(BOX CARS- PLATE B)

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

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(BOXCARS-PLATE C)

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

SCHEDULE 4C
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(MEDIUM HOPPER CARS)

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

SCHEDULE 4D
to
Lease and Indenture
Supplement No. 2

BASIC RENT
(JUMBO HOPPER CARS)

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