

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

RECORDATION NO. 9614-A Filed 1425

(2)

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

FEB 10 1982 - 10 20 AM

Telephone 312/640-7000

INTERSTATE COMMERCE COMMISSION

February 2, 1982

RECORDATION NO. 9614-B Filed 1425

FEB 10 1982 - 10 20 AM

2-04000001

No. FEB 10 1982

Date

Fee \$ 70.00

ICC Washington, D. C.

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale of Reconveyance, and the Lease Agreement which the substitute cars are covered by, dated July 8, 1981, which are secondary documents.

The primary document to which this is connected is recorded under Recordation No. 9614.

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

Mortgagor - Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Mortgagee - Marine Midland Bank
250 Park Avenue
New York, NY

A description of the equipment covered by the documents follows:

Released Equipment: Five 100-ton 3600 c.f. Open Top Hopper - USLX 46044, 46086, 46093, 46052, 46055, AAR #H350; Fourteen 100-ton 4780 c.f. Covered Hopper - CSKX 7022, 7016, 7010, 7079, 7069, 7006, 7083, 7007, 7020, 7037, 7075, 7090, 7093, 7097, AAR #L153.

Substituted Equipment: Twelve 21,000 gal. Tank - USLX 21644-21655, AAR #T105.

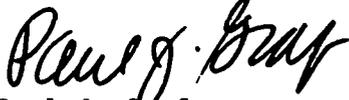
A fee of \$70.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

Cross Index in the Bease

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

Supplemental Agreement, Bill of Sale of Reconveyance, and the Lease Agreement to Railroad Equipment Security Agreement between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Marine Midland Bank, 250 Park Avenue, New York, NY, Mortgagee, dated July 8, 1981 and covering Five 100-ton 3600 c.f. Open Top Hoppers, Fourteen 100-ton 4780 c.f. Covered Hoppers-Released Equipment, and Twelve 21,000 gal. Tanks-Substituted Equipment to the Railroad Equipment Security Agreement with Recordation No. 9614.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul J. Graf". The signature is written in a cursive, slightly slanted style.

Paul J. Graf

PJG:sm

Enclosures

RECORDING NO. 9614-A
FEB 10 1982 20 AM
INTERSTATE COMMERCE COMMISSION

doc

BILL OF SALE (RECONVEYANCE)

The undersigned MARINE MIDLAND BANK (hereinafter called Secured Party) under that certain Security Agreement dated as of June 30, 1978, amended by Supplemental Agreement dated as of July 8th, 1981, between EVANS RAILCAR LEASING COMPANY and the Secured Party hereby sells, assigns, transfers and sets over, without warranties of any kind whatsoever, except as hereinafter specifically provided, to EVANS RAILCAR LEASING COMPANY, all of the Secured Party's right, title and interest in and to the railroad equipment (hereinafter called "Equipment") described in Exhibit A attached hereto; and the Secured Party hereby releases the Equipment from the lien of the aforementioned Security as amended as aforesaid.

The Secured Party warrants that since the date of its acquisition thereof, the Secured Party has not sold, assigned, transferred or encumbered the Equipment, but except as aforesaid, the Secured Party hereby disclaims any warranties of any kind or nature whatsoever with respect to the Equipment. In Witness Whereof, MARINE MIDLAND BANK has caused this document to be executed by its corporate officers thereunto duly authorized as of the 8th day of July, 1981.

ATTEST:

MARINE MIDLAND BANK

Assistant Secretary

By Stephanie D. Feuring
ASST, Vice President

Exhibit A

Issue AS Released Equipment

<u># of Cars</u>	<u>Car Type</u>	<u>Car Numbers</u>
5	100-ton 3600 c.f. Open Top Hopper	USLX 46044 USLX 46086 USLX 46093 USLX 46052 USLX 46055
14	100-ton 4780 c.f. Covered Hopper	CSKX 7022 CSKX 7016 CSKX 7010 CSKX 7079 CSKX 7069 CSKX 7006 CSKX 7083 CSKX 7007 CSKX 7020 CSKX 7037 CSKX 7075 CSKX 7090 CSKX 7093 CSKX 7097

at 1533
Feb 1930

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 12th day of September, 1977 by and between UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called "United"), and GEORGIA-PACIFIC CORPORATION, a Georgia corporation and its subsidiaries (hereinafter jointly and severally called "G-P").

G-P desires to lease from United certain railroad cars upon the terms and conditions hereinafter set forth.

THEREFORE, G-P and United hereby agree as follows:

1. Lease of Cars. United agrees to lease to G-P and G-P agrees to lease from United that number of railroad cars of the type, construction and other description of railroad cars (hereinafter referred to collectively as "Cars" and singularly as "Car") as set forth in the Schedule attached hereto and by this reference made a part hereof (herein the "Schedule"). The Agreement shall become effective for any Car immediately upon acceptance thereof by G-P pursuant to Paragraph 3 hereof. Additional Cars may from time to time be added hereto by the parties by execution of additional Schedules. All additional Schedules are made a part of this Lease and the additional Cars are subject to all the terms and Provisions of this Lease. Each additional Schedule shall be a Schedule as that term is herein used.

2. Delivery of Cars. United shall deliver Cars as promptly as is reasonably possible from time to time in groups of no fewer than two. United shall not be responsible for failure to deliver or delay in delivering Cars due to casualties and contingencies beyond its direct control, including but not limited to labor strikes or pickets, fire, delays and defaults of carriers and car and material suppliers. Initial delivery shall be at the point specified in the Schedule. From United's plant to the initial point of delivery and after acceptance of a Car, until termination of this Agreement with regard to such Car pursuant to Paragraphs 16

and 17, G-P shall be liable for and shall pay or reimburse United for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including but not limited to, freight and switching charges for movement to the custody of United at Blue Island, Illinois, for the purpose of returning Cars pursuant to Paragraph 17 hereof.

3. Acceptance of Cars. All Cars delivered hereunder shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description, specifications or each of them contained in the Schedule. G-P shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five (5) days after United has given G-P notice that some or all Cars are ready for delivery, G-P may have its authorized representative inspect such Cars at the point of initial delivery, and there accept or reject such Cars. Cars so inspected and accepted and any Cars which G-P does not elect to inspect shall, upon delivery thereof to G-P as above provided, be conclusively deemed to meet all requirements of this Agreement. At United's request, G-P shall deliver to United an executed Certificate of Inspection and Acceptance with respect to accepted Cars.

4. Use and Possession. Throughout the continuance of this Agreement and as long as G-P is not in default hereunder, G-P shall be entitled to possession of each Car from the date this Agreement becomes effective for each Car and shall use such Car exclusively on its own property or line or upon the lines of any railroad or other person, firm or corporation in the usual interchange of traffic provided that all such use shall conform to the then current Code of Rules adopted by the Association of American Railroads (hereinafter called "AAR Rules") and to the terms and conditions of this Agreement; and provided further, that at all times the Cars shall be used only in the continental limits of the United States of

America or in Canada and in a reasonably prudent manner for the purposes and in the manner for which such Cars were designed.

5. Term - Average Date. This Agreement shall be for a term (hereinafter referred to as the "original term") which shall commence on the date of delivery by United of the first Car, as provided in Paragraph 2 hereof, and shall terminate upon expiration of the lease term specified in the Schedule unless sooner terminated in accordance with the provisions of this Agreement. The lease term shall commence on the Average Date of Delivery. The Average Date of Delivery shall be determined after delivery of the Cars as follows:

(a) Multiply the number of Cars delivered by United on each day by the number of days elapsed between such day and the date of delivery of the first Car hereunder,

then add all of the products so obtained and divide by the total number of Cars so delivered; the quotient rounded out to the nearest whole number shall be added to the date of delivery of the first Car, and the resulting date shall constitute the Average Date of Delivery.

(b) The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to G-P, as specified in Paragraph 2. A Car shall be conclusively deemed delivered to G-P on the earliest date shown in either of the following: (i) a delivery receipt or other writing acknowledging acceptance of a Car signed by G-P pursuant to Paragraph 3 hereof; or (ii) the lapse of five (5) days after United has given G-P notice of delivery of a Car pursuant to Paragraph 3 hereof.

6. Rental. The amount of rental G-P shall pay to United for each Car during the original term from and including the date of delivery of such Car hereunder shall be as specified in the Schedule. Payment of such rental shall be made as follows:

(a) United shall be entitled to all mileage payment allowance accruals due, owing and disclosed by railroad records for each car during the term hereof. All such mileage payment allowance accruals actually received by United during an accounting period shall be credited to a mileage payment allowance account maintained by United in respect of this Agreement. Payments recorded in such account shall be offset pro tanto against, and only against, rental then or thereafter due from G-P hereunder; provided, however, that (i) the total of such credits during the term of this lease shall in no event exceed the total rent payable by G-P; (ii) all credits unused at the end of each accounting period over and above the amount necessary to establish and maintain a reserve equal to two months' rental for the cars shall be cancelled; and (iii) all credits unused at the expiration or termination of the lease shall be cancelled. The term "Accounting Period" shall mean each consecutive period of 12 months commencing with the average date of delivery as defined in Paragraph 5 hereof and any period of less than 12 months during which time this lease shall expire or terminate. G-P agrees insofar as possible to use the cars so that their mileage under load shall be equal to their mileage empty on each railroad on which the cars shall move. Upon notice from any railroad whether received prior to or after termination of this lease, Lessee shall pay United as additional rental for all excess empty mileage incurred on cars at the rate established by the applicable railroad tariff.

(b) The rental provided for in this Paragraph 6 is comprised of the "Constant Factor" specified in the Schedule plus the "Maintenance Factor" specified in the Schedule. The Maintenance Factor is based upon a per hour general labor rate established by the AAR (the

"Basic Labor Rate") in effect as at the date hereof for freight car repair operation. If the Basic Labor Rate established and in effect upon the expiration of each month from and after the date hereof (the "Prevailing Rate") shall differ from the Basic Labor Rate as indicated in the Schedule, the Maintenance Factor shall be adjusted to be the product obtained by multiplying the initial Maintenance Factor by a fraction, the numerator of which is the Prevailing Rate and the denominator of which is the Basic Labor Rate; and the per Car rental shall be revised to be the sum of the Constant Factor and the adjusted Maintenance Factor. Any such adjustment shall be instituted by written notice ("Adjustment Notice") from United to G-P and shall take effect with respect to rents coming due next after the date of such notice, provided, however, that no adjustment shall be made which would reduce the Maintenance Factor below the initial Maintenance Factor. Notwithstanding the foregoing, if G-P shall be served with an Adjustment Notice having the effect of increasing the rents thereafter payable hereunder, G-P may, in lieu of paying such increased rents, elect by notice in writing to United ten (10) days after receipt of an Adjustment Notice to itself perform or cause to be performed all Repair Work to Cars as defined in and required by Paragraph 9(a) and (b) hereof, and, upon such election, the rents thereafter payable per Car shall be and remain only in the amount of the Constant Factor; and G-P shall thereafter be obligated, at its own expense, to perform, or cause to be performed, all such Repair Work, and United shall be released from and indemnified against all responsibility, cost and expense therefor.

7. Payment. G-P shall make payment of all sums due hereunder to United in Chicago funds at its offices located at 2200 East Devon Avenue, Des Plaines, Illinois 60018, or such

other place as United may direct. Rental payments shall be made on or before the 1st day of each month succeeding the month for which such rental is due hereunder.

8. Title. United has or will have title to the Cars at the time they are delivered hereunder to G-P and G-P shall not, be reason of this Agreement or any action taken hereunder, acquire or have any right or title in Cars except the rights herein expressly granted to it as Lessee.

9. Repairs. (a) G-P shall make or cause to be made at its ~~sole~~ cost and expense all repairs and maintenance to special interior linings/^{excepting loss or damage attributable to the negligence of United.} G-P shall make or cause to be made at its ~~sole~~ cost and expense all repairs and maintenance to Cars and replacement of parts for Cars which repair, maintenance or replacement is required by reason of damage or other condition caused by negligence of G-P, or of anyone else other than a handling railroad ~~or by reason of the loading or unloading of any commodity~~ ^{excepting loss or damage attributable to the negligence of United.}

(b) Except as provided in Paragraph (a) hereof, United shall be responsible for maintaining and repairing Cars furnished hereunder in accordance with requirements of AAR Rules, regulations of the United States Department of Transportation or the Interstate Commerce Commission, applicable rules and regulations of Federal and State authorities having jurisdiction over Cars and for any other repair, replacement of parts or maintenance to Cars. United, at its own cost and expense, may require G-P to return Cars for preventive maintenance, work or repairs and may withdraw from this Agreement any Car which it reasonably deems uneconomical to maintain or repair. G-P shall pay one-half of all switching costs assessed against United for such withdrawal and United upon demand by G-P shall furnish records substantiating such

switching costs.

10. Substitution of Cars. United may, at any time and from time to time, replace any Cars withdrawn from service as above provided or which are lost, stolen or destroyed as provided in Paragraph 16 hereof with Cars of like or similar specifications and such replacement Cars shall be deemed to be subject to any and all terms and conditions of this Agreement as if such Cars had been originally delivered to G-P at the time and in the place of Cars for which they are substituted. G-P and United shall execute written amendments to this Agreement and such other or further documents as may be required by either of them to evidence the withdrawal and release of any such Cars, or to include any substituted Cars within the terms and provisions of this Agreement and of any other document under which United or G-P has assigned its rights hereunder pursuant to Paragraph 19 hereof. Cars so substituted are subject to acceptance by G-P.

11. Abatement of Rent. Rental payments on any Car out of service for maintenance or repair work shall abate from the fifth (5th) day after such Car has been placed in any railroad or car shop for service until such Car or a substituted Car is returned to service by G-P, by delivery to G-P or to a railroad for the account of G-P, provided, however, that rental payments on any Car out of service for maintenance or repair work shall abate from the fifth (5th) day after United has required G-P to return such Car pursuant to Paragraph 9(b) hereof. Rental shall not abate on any Car out of service by reason of repairs, maintenance or replacement for which G-P is responsible under Paragraph 9(a) hereof. In the event rental is so abated, then if United so elects and notwithstanding anything contained in Paragraph 5 to the contrary, the original term of this Lease, as determined in Paragraph 5, shall be extended as to such Car for a period of time equivalent to that during which rental was abated.

12. Taxes. United shall pay all property taxes properly levied upon or measured by Cars or upon the milcage thereon and

will file all property tax reports relating thereto. G-P shall be responsible for all sales and use taxes levied against Cars.

13. Liens. G-P shall keep the Cars free from any encumbrances or liens which may be cloud upon or otherwise affect United's title thereto and which arise out of any suit involving G-P or any act, omission or failure of G-P and G-P's failure to comply with the provisions of this Agreement. G-P shall promptly discharge any such lien, encumbrance, or legal process.

14. Indemnification. Except where liability under AAR Rules is imposed on a handling railroad or other party who has agreed to be bound by such rules, G-P agrees to indemnify United and save it harmless from any charge, loss, claim, suit, expense or liability which United may suffer or incur and which arises in connection with the use or operation of a Car while ^{excepting loss or damage attributable to the negligence of United.} subject to this Lease. United agrees to indemnify G-P and save it harmless against any loss, cost or expense arising out of or on account of the use of Cars by G-P except as otherwise provided herein if such loss, cost or expense arises out of the negligent act or omissions of United in the manufacture, repair or maintenance of Cars, and also for any incorporation by United upon delivery of a Car or upon the making of repairs thereto by United of any invention or the infringement of any patents, unless such invention was used or incorporated by reason of G-P's specifications. The indemnities and assumptions of liability herein contained shall survive the termination of this Agreement. United or G-P, upon learning of same, shall give the other party prompt notice of any claim or liability hereby indemnified against.

15. Lettering. Except for renewal and maintenance of lettering which exists when a Car is delivered to G-P and for additional lettering indicating the rights of any assignee of United or G-P, or that the Car is leased to G-P or to a sublessee in accordance with demurrage tariffs, no lettering or marking shall be placed upon any Cars by G-P except upon written direction or consent of United.

16. Loss, Theft or Destruction of Cars. In the event any Car is stolen, lost, destroyed or damaged beyond economical repair, G-P shall promptly and fully inform United of such occurrence. Except when such loss, theft or destruction occurs under circumstances entitling United to payment for such Car from a handling railroad or other party under and pursuant to AAR Rules, G-P shall, upon demand by United, promptly make payment to United under such Rules if such loss, theft or destruction of Cars, parts thereof or appurtenances thereto furnished hereunder are caused by the negligence of G-P or its consignee, or if such loss, theft or destruction is insurable by G-P. G-P shall cooperate with United and take any and all action required to assist and enable United to receive payment directly from any handling line or other person, firm or corporation bound to make payment under AAR Rules. This Agreement shall terminate with respect to any Car which is lost, stolen, destroyed or damaged beyond repair on the date United shall receive notice of such event from G-P. G-P Shall have no further liability to United hereunder except such as arises or exists under Paragraphs 6, 11, 12, 13, and 14.

17. Return of Cars. Upon the expiration or upon termination of this Agreement with respect to any Car, other than pursuant to Paragraph 16 hereof, G-P shall at its sole cost and expense forthwith surrender possession of such Car to United free of residue and in good condition, ordinary wear and tear excepted, by delivering such Car to United at its plants at Blue Island, Illinois; Washington, Indiana or Junction City, Kansas. Until the delivery of possession to United pursuant to this Paragraph 17, G-P shall continue to pay rental at the rate provided herein and G-P shall, in addition, make such other payments and keep all obligations and undertakings required of it under the terms and provisions of this Agreement as if such termination or expiration had not occurred.

18. Default. If G-P shall fail to make any payment required hereunder within thirty (30) days after same shall have

become due or shall default or fail for a period of thirty (30) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against G-P under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of G-P or its property, or G-P shall make a general assignment for the benefit of creditors, then and in any of said events United may at its election terminate this Agreement by written notice to such effect, and retake the Cars and thereafter recover any and all damages sustained by reason of G-P's default in addition to all rental unpaid as of said date, or may without terminating the Agreement repossess the Cars and relet same, and if, after paying all expenses of retaking and reletting the Cars, the amount so realized will not satisfy the rentals reserved in this Agreement, G-P agrees that it will pay any such deficiency from time to time upon demand from United. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of G-P's default hereunder shall survive the termination of the Agreement and the retaking of the Cars.

19. Sublease and Assignment. The right to assign this Agreement by either G-P or United and G-P's right to sublease shall exist only as follows:

(a) G-P shall have no right to assign, sublease or loan any Cars without the written consent of United; provided, however, that G-P shall have the right to sublease any Cars for single trips within the continental limits of the United States or Canada to its customers or suppliers where the sole purpose for such sublease is to obtain exemption for demurrage on the subleased Cars. Any such sublease or assignment shall be upon terms which are in compliance with the provisions of all applicable AAR Rules, tariffs, regulations laws and all terms and conditions of this

Agreement.

(b) All rights of United hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of either in whole or in part with or without notice to G-P; provided, however, that if such assignment, pledge, mortgage, transfer or other disposition is not incidental to a financing indenture then it shall be made to a party reasonably competent to fulfill United's obligation hereunder. This Agreement and G-P's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering Cars heretofore or hereafter created by United. If United shall have given written notice to G-P stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable to G-P hereunder, G-P shall thereafter make such payments to the designated assignee and shall be relieved from any other obligation to United for such payments unless and until additional written instructions are received from United. A.

The making of any such assignment or sublease by G-P or the assignment by United shall not serve to relieve either from any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. Opinion of Counsel. Upon request of United or its assignee at any time or times, G-P will deliver to United an opinion of the General Counsel for G-P addressed to United or its assignee which opinion shall be to the effect that:

(a) G-P is a corporation duly organized and validly existing in good standing under the laws of the State of its incorporation and has corporate power to enter into this Agreement and carry out its obligations hereunder.

(b) This Agreement constitutes a legal, valid and binding obligation of G-P, enforceable in accordance with its terms.

(c) Cars which are then subject to this Agreement are held by G-P under and subject to the provisions hereof prior to any lien, charge or encumbrance in favor of any party claiming by, through or under G-P and all such Cars were, upon delivery to G-P, in condition satisfactory to G-P and were accepted by G-P in accordance with terms of this Agreement.

(d) No governmental authorization or approval is necessary in connection with this Agreement or any action contemplated hereunder.

21. Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be properly given when forwarded certified United States mail, return receipt requested, postage prepaid addressed:

To United: United States Railway Leasing Company
 2200 E. Devon Avenue
 Des Plaines, Illinois 60018

To G-P: Georgia-Pacific Corporation
 900 S. W. Fifth Avenue
 Portland, Oregon 97204

provided that the addresses hereinabove specified may be changed by either party hereto giving written notice thereof to the other pursuant to this Paragraph.

22. Governing Law. The terms of this Agreement shall be construed and interpreted under and all respective rights and duties of the parties shall be governed by the laws of the State of Oregon. The terms of this Agreement and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

23. Entire Agreement. The terms and provisions of this Agreement constitute the entire Agreement between the parties and

shall supersede all previous communications, representations, conditions, warranties or agreements, either verbal or written between G-P and United with respect to the subject matter hereof. This Agreement may not be enlarged, modified or altered except in writing signed by both parties. All proposals, negotiations, representations or agreements made prior and with reference to the subject matter hereunder are merged herein. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute but one and the same Agreement which shall be evidenced by any such signed counterpart.

24. Waiver. If any term or provision of this Agreement or application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Failure of United or G-P to exercise any rights hereunder shall not constitute a waiver of any such rights upon the continuation or recurrence of the situation of contingency giving rise to such right.

25. Terminology. No reference shall be made and no significance given to paragraph titles contained in this Agreement. Where the context so permits, the singular shall include the plural and vice versa.

26. Benefit. Except as otherwise provided herein the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the parties, their successors and assigns to the extent permitted in Paragraph 19 hereof. Without limiting the generality of the foregoing, the indemnities of G-P contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of United, and if such assignee is a trustee under an indenture under which notes of United have been issued

in connection with the financing of Cars, then to any holder of such notes.

IN WITNESS WHEREOF, United and G-P have duly executed this Agreement as of this day and year first above written.

UNITED STATES RAILWAY LEASING COMPANY

By: *Carl C. Sutton* "United"
Vice President

ATTEST:

James S. Long
Assistant Secretary

GEORGIA-PACIFIC CORPORATION
"G-P"

By: *T. W. ...* President *WAC*

ATTEST:

James S. Long
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26th day of October, 1977, before me personally appeared Curtis C. Tatham to me personally known, who being by me duly sworn, says that he is Vice President of the United States Railway Leasing Company, and Laurence P. Prange to me personally known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan E. Muehfelder
Notary Public

STATE OF OREGON)
) SS
COUNTY OF Multnomah)

On this 10th day of October, 1977, before me personally appeared F. Marshall Lohr to me personally known, who being by me duly sworn, says that he is President of Georgia-Pacific Corporation and Frank G. Brewer to me personally known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Honey L. Thomas
Notary Public

My commission expires 12/1/80

SCHEDULE 7

Schedule 7 dated March 4, 19 80, to Lease dated September 12, 19 77, by and between United States Railway Leasing Company, ("United") and Georgia-Pacific Corporation ("G-P").

TYPE AND DESCRIPTION OF CAR: New 21,000 gallon Exterior Coiled and Insulated (6") Tanks

NUMBER OF CARS: 12

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Non-corrosivle commodities

REPORTING NUMBERS: USLX 21644-21655

SPECIFICATIONS DESIGNATED BY G-P: None

INITIAL F.O.T. DELIVERY POINT: Kansas City, Missouri

LEASE TERM: 5 Year

MONTHLY RENTAL: \$543.70

CONSTANT FACTOR: \$503.70

MAINTENANCE FACTOR: \$40.00

BASIC LABOR RATE: \$31.62

SPECIAL TERMS: None

GEORGIA-PACIFIC CORPORATION
Lessee

By James R. Kline
Senior Vice President

ATTEST:
Open Stattie
Assistant Secretary

UNITED STATES LEASING COMPANY
Lessor

By [Signature]
President

[Signature]
ASST. Secretary

RIDER 1

Rider consisting of 1 page attached to and made a part of Schedule 7
dated March 4, 1980 to Lease dated September 12, 1977
by and between United States Railway Leasing Company ("United") and _____
Georgia Pacific Corporation ("Lessee").

MATERIAL AND LABOR COST ESCALATION CLAUSE

The rental herein is based in part upon the cost of labor and delivered materials incurred by manufacturer in manufacturing the Cars. If, prior to the completion of manufacture of all the Cars, the manufacturer shall incur an increase in such costs of delivered materials or labor or both over such costs prevailing as at the date hereof, the rental provided herein shall be increased as hereinafter set forth. Any increase in the manufacturer's costs of delivered materials or labor or both for any part or all of the Cars effective after May 30, 1979 but prior to the completion of manufacture of all Cars shall be divided by the total number of Cars and the amount so obtained shall be called the "Car Cost Increase". The rental specified in the Schedule shall be increased by \$.0096 per month per Car for each dollar (to the nearest dollar of the Car Cost Increase) and such increased rental shall be retroactively effective as to all Cars from the date hereof. As promptly as reasonably possible after completion of the manufacture of all Cars, United will notify Lessee of the Car Cost Increase and the increased rental (including basis for its computations) as well as of any amounts which are owed to United on account of the retroactive application of the increased rental to all Cars covered by the Lease. Lessee shall make payment of any rental so due with the next monthly rental payment due under the Lease. The "Car Cost Increase" due to labor cost increase shall be determined by increasing the cost of each Car \$ 9.73 for each one cent (1¢) or fraction thereof increase in the average hourly wage rate occurring prior to or during manufacture of the Cars. The labor rate shall include fringe cost such as, but not limited to, pension plan, vacation and holiday pay, payroll taxes and insurance.

Lessee James R. Kusa United C. A. C. Teller

Pamela H. Bure
Staff Attorney
Transportation & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

Marine Midland Bank
140 Broadway
New York, New York 10015

Gentlemen:

I am Staff Attorney for Evans Railcar Leasing Company (as successor to United States Railway Leasing Company and United States Railway Equipment Company) ("Company") and Evans Transportation Company ("Guarantor") and have acted as such in connection with the issuance and delivery by the Company of a railroad equipment security agreement ("Security Agreement") and its 9.45% Equipment Promissory Note, Issue AS ("Note"), together with a separate guaranty thereof signed by Guarantor all to evidence and secure monies borrowed from you.

In connection with the foregoing, I have examined, among other things, the following:

1. Articles of Incorporation of the Company and the Guarantor certified by the Secretary of the State of Illinois.
2. The by-laws of the Company and the Guarantor certified by an assistant secretary of each thereof.
3. Resolutions of the Board of Directors of the Company and the Guarantor certified by an assistant secretary of each thereof.
4. Executed copy of each of the following:
 - A. Loan Agreement ("Loan Agreement") among Company, Guarantor and you ("Lender") dated as of June 30, 1978, setting forth the terms and conditions upon which Lender has undertaken to make the loan to be evidenced by the Note;
 - B. The Supplemental Agreement (dated as of July 8, 1981, to the Security Agreement;
 - C. Security Agreement dated as of June 30, 1978, from Company to Lender covering 770 railcars ("Cars") and any Lease thereof from time to time in effect.
 - D. The Note dated as of the date hereof in the sum of \$21,000,000; and

E. Guaranty of the Note executed by the Guarantor.

5. Such other documents and things as I have deemed necessary in order to render this opinion.

The Loan Agreement, Security Agreement, Note, and the Guaranty are hereinafter collectively termed the "Company Documents".

Based upon the foregoing, and subject to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to applicable principles of equity if equitable remedies are sought, I am of the opinion that:

1. The Company and the Guarantor are duly organized and validly existing corporations in good standing under the laws of the State of Illinois, have the corporate power to own their respective properties and conduct their business and are duly qualified and/or licensed to transact business in, and are in good standing in, every jurisdiction in which they transact business and wherein such qualification and/or licensing is required. The Company and the Guarantor each has full power, authority and legal right under the laws of the State of Illinois to execute and deliver the Company Documents to which each is a party and to perform and observe the terms and conditions of each thereof, and such execution and delivery will not result in the breach of any provision of the Articles of Incorporation or By-laws of any of such companies executing same, nor of any indenture, agreement, or other instrument which is binding upon any of such companies.

2. No consent or approval of any governmental agency or commission or public or quasi-public body is necessary for the due execution and delivery by the Company or the Guarantor, as the case may be, of the Company Documents or for the validity, payment or enforceability of any thereof.

3. The Company Documents have been duly authorized, executed and delivered by the parties thereto and constitute legal, valid and binding obligations of such parties enforceable in accordance with their respective terms.

4. Under the circumstances contemplated by the Loan Agreement, it is not necessary in connection with the sale of the Note to register the Note under the Securities Act of 1933, as in effect on the date hereof.

5. The Note is entitled to the benefits and security of the Security Agreement and the Cars are subject to the lien and security interest of the Security Agreement.

6. The Security Agreement has been duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303 and no other filing or recording thereof is necessary to perfect the lien and security interest of Lender or for the protection of the rights of the Lender in any state of the United States of America or the District of Columbia.

7. Title to the Cars is validly vested in the Company, free of all claims, liens and encumbrances except only the rights of the Lessees under the Leases and any person claiming by, through or under the rights of the Lessees, the lien of the Security Agreement and the liens, if any, permitted by Section 1.1 of the Security Agreement, and the Security Agreement constitutes the valid and subsisting first lien and security interest of record according to its terms on all the Cars, subject only to the Leases and the liens aforesaid.

8. I have no knowledge which would lead me to believe that the representations and warranties of the Company and the Guarantor contained in the Company Documents are not true and correct.

In rendering this opinion, I have assumed the due authorization, execution, delivery and binding effect of the Loan Agreement, and the Security Agreement by and upon Lender.

Respectfully submitted,

Pamela H. Bure