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December 1, 1994

RECORDATION NO. 14567-I FILED 1426

DEC 2 - 1994 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) executed copies of an Amendment and Supplement to Railroad Equipment Lease, dated as of December 1, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to, and terminates, the Railroad Equipment Lease which was filed with the Commission under Recordation Number 14567.

The names and addresses of the parties to the enclosed document are:

Lessor: CIS Capital Equipment Fund, Ltd. 2  
One Northern Concourse - PO Box 4785  
Syracuse, New York 13221

Lessee: Westvaco Corporation  
299 Park Avenue  
New York, New York 10171

A description of the railroad equipment covered by the enclosed document is:

120 woodchip gondola cars WVCX 2000 - WVCX 2119, Inclusive.

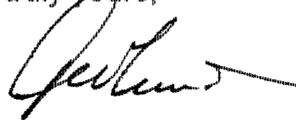
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SECRETARY  
DECEMBER 7 1994  
LICENSING BRANCH

Mr. Vernon A. Williams  
December 1, 1994  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

DEC 2 - 1994 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AND SUPPLEMENT TO RAILROAD EQUIPMENT LEASE

AMENDMENT AND SUPPLEMENT TO RAILROAD EQUIPMENT LEASE (this "**Amendment**"), dated as of December 1, 1994, is by and between CIS CAPITAL EQUIPMENT FUND, LTD. 2, a California limited partnership ("**Lessor**") and WESTVACO CORPORATION, a Delaware corporation ("**Lessee**").

## RECITALS:

A. Lessee and GREENBRIER LEASING CORPORATION, a Delaware corporation ("**Original Lessor**") entered into a Railroad Equipment Lease dated as September 20, 1984, filed with the ICC under Recordation Number 14567, which was amended by the Memorandum of Amendment and Supplement to Railroad Equipment Lease dated as of December 31, 1985, filed with the ICC under Recordation Number 14567-C (collectively, the "**Lease**"), pursuant to which Lessee leased from Original Lessor 120 steel 100-ton solid bottom woodchip gondola cars with a capacity of 7,452 cubic feet with identifying marks WVCX 2000-2119, inclusive (the "**Cars**").

B. The Cars were sold, and the Lease was assigned, to Lessor, pursuant to a Memorandum of Assignment of Lease dated as of August 10, 1988, filed with the ICC under Recordation Number 14567-D.

C. Lessor desires to sell (the "**Sale**") the Cars to The David J. Joseph Company ("**Buyer**") and, as a pre-condition of the Sale, Buyer has required that the Lease be terminated.

D. Lessee has agreed to the Lease termination in connection with the Sale.

E. All capitalized terms not otherwise defined herein will have the meanings assigned to them in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lease shall terminate effective immediately as of the date hereof.

2. Lessee waives and releases any and all of its rights as set forth in Section 21.A. of the Lease effective as of the date hereof.

3. Except as expressly set forth herein, any and all rights and obligations contained in the Lease which were otherwise intended to survive the end of the full term of the Lease shall survive this early termination.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Lessee and Lessor have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

CIS CAPITAL EQUIPMENT FUND, LTD. 2

WESTVACO CORPORATION

By: CIS Investors Partnership  
(its General Partner)

By: CIS Equipment Management  
Corporation (its Corporate  
General Partner)

By: [Signature]  
Title: Vice President

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

STATE OF Connecticut  
COUNTY OF Fairfield

On this the 30 day of Nov, 1994 before me personally came John P. [Signature] a Vice President of CIS Capital Equipment Fund, Ltd. 2 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed same.

[Signature]  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BETH A. LOOP  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 1999



On this the \_\_\_\_ day of \_\_\_\_\_, 1994 before me personally came \_\_\_\_\_ a \_\_\_\_\_ of WESTVACO CORPORATION to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Lessee and Lessor have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

CIS CAPITAL EQUIPMENT FUND, LTD. 2  
By: CIS Investors Partnership  
(its General Partner)  
By: CIS Equipment Management  
Corporation (its Corporate  
General Partner)

WESTVACO CORPORATION

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

By: *Frederick C. Haas* *oak*

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

Title: Sr. Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 1994 before me personally came \_\_\_\_\_ a \_\_\_\_\_ of CIS Capital Equipment Fund, Ltd. 2 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public

STATE OF New York

COUNTY OF New York

On this the 30th day of November, 1994 before me personally came Frederick C. Haas a Senior Vice President of WESTVACO CORPORATION to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed same.

*John R. Smith*  
Notary Public

