

**RAILCAR, Ltd.**

Suite 315

• 1819 Peachtree Road, N E  
Atlanta, Georgia 30309-1847

(404) 352-6799

Fax (404) 352-6798

# RAILCAR

July 10, 1996

20179

FILED 1429

Surface Transportation Board  
12th and Constitution Ave., NEW JERSEY  
Washington, D.C. 20423  
Attn: Recordation Unit  
Room 2311

JUL 12 1996 - 3 50 PM

INTERSTATE COMMERCE COMMISSION

Re: Lease Agreement by and between Railcar Management, Inc. and Union Camp Corporation

JUL 12 3 50 PM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Sir:

Enclosed herewith are two (2) originally executed and notarized copies of a Summary Amendment to Lease Agreement by and between Railcar Management, Inc., a Georgia corporation, as Lessor, and Union Camp Corporation, a Virginia corporation as Lessee. The amendment is to the existing lease dated February 17, 1988 for thirty-six (36), 100-ton 7000 cu. ft. woodchip hoppers bearing the reporting marks and car numbers UCSX 1014, 1017 - 1019, 1022, 1023, 1025, 1026, 1028, 1031 - 1033, 1035, 1037, 1040, 1041, 1044, 1045, 1048 - 1052, 1054 - 1056, 1058, 1062, 1063, 1066, 1070, 1071, 1074 - 1076, and 1079.

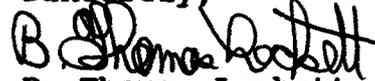
The address of the parties are as follows:

Railcar, Management, Inc. (Lessor)  
1819 Peachtree Road, N.E., Suite 303  
Atlanta, Georgia 30309

Union Camp Corporation (Lessee)  
1600 Valley Road, Room 409  
Wayne, New Jersey 07470

I would appreciate your recording the enclosed Summary Amendment to Lease Agreement and returning one (1) copy to me. A check for the filing fee in the amount of \$21.00 is enclosed.

Sincerely,



B. Thomas Lockett  
Controller  
Railcar, Ltd.

Enclosures: (2) Original Copies Of Summary Lease Agreements  
Check

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

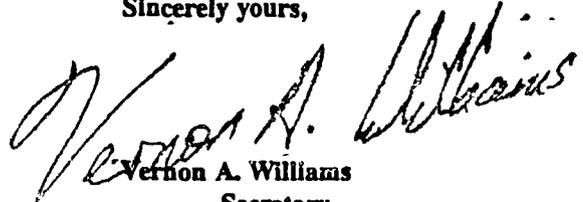
7/12/96

B. Thomas Lockett  
Controller  
Railcar, Ltd.  
1819 Peachtree Road, NE., Ste. 315  
Atlanta, Georgia 30309-1847

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/12/96 at 3:55PM, and assigned recordation number(s). 20179.

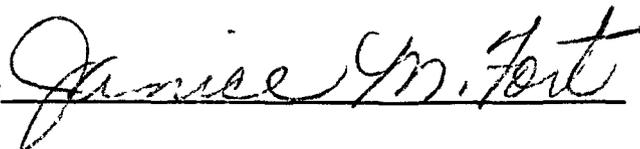
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



**MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT**

1. This Memorandum of Amendment to Lease Agreement is made and entered into as of June 30, 1996, by and between RAILCAR MANAGEMENT, INC., a Georgia corporation (acting as agent for the owner, RS Equipment Leasing Associates, Inc. 1987-A) ("Lessor"), and UNION CAMP CORPORATION, a Virginia corporation ("Lessee"), and is an amendment to the existing Lease Agreement between the parties dated February 17, 1988.

2. Lessor agrees to continue to lease to Lessee and Lessee agrees to continue to lease from lessor the following:

Thirty-six (36) 100-ton 7000 cu. ft. woodchip hopper cars bearing the reporting marks UCSX as shown on the attached Exhibit "A".

3. The addresses of the parties are as follows:

Railcar Management, Inc. (Lessor)  
1819 Peachtree Road, N.E., Suite 315  
Atlanta, Georgia 30309-1847

Union Camp Corporation (Lessee)  
Corporate Secretary  
Room 409  
1600 Valley Road  
Wayne, New Jersey 07470

4. The term of this Memorandum of Amendment to Lease Agreement is two (2) years, beginning July 1, 1996 and terminating on June 30, 1998. (The expiration date of the underlying lease had previously been extended through June 30, 1996.)

5. The terms and provisions of this Memorandum of Amendment to Lease Agreement are more particularly set forth in an Amendment to Lease Agreement of even date by and between Union Camp Corporation and Railcar Management, Inc. (as agent for the owner, RS Equipment Leasing Associates, Ltd. 1987-A).

***IN WITNESS WHEREOF***, the parties hereby have caused this Memorandum of Amendment to Lease Agreement to be executed as of the day and year first above written.

RAILCAR MANAGEMENT, INC.

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

Mac Purdy  
President

[CORPORATE SEAL]

UNION CAMP CORPORATION

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

Name/Title: **VICE PRESIDENT**

[CORPORATE SEAL]

STATE OF Connecticut )  
 )ss:  
COUNTY OF Fairfield )

On this 8<sup>th</sup> day of April 1998, before me personally appeared Cramer H. Owen, to me personally known, who, being by me duly sworn, did say that he/she is Manager of Operations of debis Financial Services, Inc., that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of said instrument was the free act and deed of the corporation.

Malcolm J. Cret  
NOTARY PUBLIC  
Comm exp 6/30/99

My commission expires:

STATE OF Connecticut )  
 )ss:  
COUNTY OF Fairfield )

On this \_\_\_\_\_ day of April 1998, before me personally appeared Michael J. Leyh, to me personally known, who, being by me duly sworn, did say that he/she is a Vice President, Senior Credit Officer of PITNEY BOWES CREDIT CORPORATION, that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of said instrument was the free act and deed of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

STATE OF Connecticut )  
 ) ss:  
COUNTY OF Fairfield )

On this 3<sup>rd</sup> day of April 1998, before me personally appeared Cramer H. Owen, to me personally known, who, being by me duly sworn, did say that he/she is Manager of Operations of debis Financial Services, Inc., that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of said instrument was the free act and deed of the corporation.

Malcolm J. Cheek  
NOTARY PUBLIC  
Comm exp 6/30/99

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 ) ss:  
COUNTY OF Fairfield )

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\_\_\_\_\_  
NOTARY PUBLIC

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                                  )ss:  
COUNTY OF Fairfield     )

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\_\_\_\_\_  
NOTARY PUBLIC

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                                  )ss:  
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Kari M. Schirmer  
NOTARY PUBLIC

My commission expires:

**KARI M. SCHIRMER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 1999

