



DONELAN CLEARY
WOOD & MASER, P.C.

RECORDATION NO. 17393 FILED ^C

APR 1 '99

11-05 AM

April 1, 1999

The Honorable Vernon Williams
Secretary
Surface Transportation Board
1925 K Street
7th Floor
Washington, D.C. 20005

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations thereunder, are three original counterparts of an Assignment and Assumption Agreement by and among Champion International Corporation ("Assignor"), Donohue Industries, Inc. ("Assignee"), and Unionbanc Leasing Corporation ("Lessor"), a secondary document, dated January 29, 1999, relating to the Memorandum of Lease Agreement between Greenbrier Railcar, Inc. and Champion International Corporation, a primary document, dated as of August 7, 1990, recorded under Recordation No. 17393, as assigned by Memorandum of Assignment Agreement between Greenbrier Railcar, Inc. and The David J. Joseph Company ("Joseph"), a secondary document, dated as of August 30, 1991, recorded under Recordation No. 17393-A, and as further assigned by a certain Equipment Purchase and Assignment Agreement between Joseph and Lessor, a secondary document, dated May 6, 1992, recorded under Recordation No. 17393-B.

It is my understanding that the recordation number to be assigned to this document, as described in the preceding paragraph, will be 17393-C.

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

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, Suite 750, N.W., Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

Counterpart - C, Maser



Letter to Secretary Vernon Williams
April 1, 1999
Page 2

Assignment and Assumption Agreement

ASSIGNOR: Champion International Corporation
One Champion Plaza
Stamford, Connecticut 06921

ASSIGNEE: Donohue Industries, Inc.
11611 5th Street
Shelton, Texas 77044

LESSOR: Unionbanc Leasing Corporation
125 Summer Street
Boston, Massachusetts 02110

A general description of the railroad equipment covered by the enclosed document is attached hereto as Schedule 1.

It is also requested that this document be cross-indexed in the "Vendee" Index Book ("white pages") under the name of the Assignee, namely under: Donohue Industries, Inc.

Also enclosed is a remittance in the amount of \$26.00 for the required recording fee.

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

SECONDARY DOCUMENT

Assignment and Assumption Agreement by and among Champion International Corporation ("Assignor"), Donohue Industries, Inc. ("Assignee"), and Unionbanc Leasing Corporation ("Lessor"), dated January 29, 1999, whereby Assignor assigns and transfers, with recourse, as and from the Effective Date (as defined therein) to Assignee all of Assignor's rights and obligations under that certain Lease Agreement dated as of August 2, 1990, a Memorandum of which was recorded under Recordation No. 17393, covering one hundred (100) 50-foot 100-ton



DONELAN, CLEARY
WOOD & MASER, P.C.

Letter to Secretary Vernon Williams

April 1, 1999

Page 3

boxcars bearing identification marks and numbers CRLE 10300 through CRLE 10399, inclusive.

The undersigned is the attorney-in-fact of Unionbanc Leasing Corporation. Please return the extra copies of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 750, 1100 New York Avenue, N.W., Washington, D.C. 20005 or to the bearer hereof.

Respectfully submitted,

By: 

John K. Maser III
Attorney-In-Fact

Enclosure
2970-001

SCHEDULE 1

DESCRIPTION OF RAILROAD EQUIPMENT COVERED BY ASSIGNMENT AND ASSUMPTION AGREEMENT

1. One hundred (100) 50-foot, 100-ton boxcars bearing identification marks and numbers:

CRLE 10300 through CRLE 10399, inclusive

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

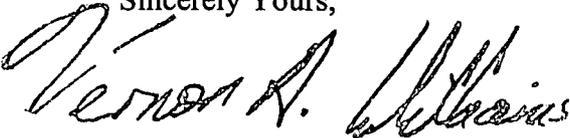
OFFICE OF THE SECRETARY

John K. Maser, III
Donelan Cleary Wood & Maser, P.C.
1100 New York Avenue, suite 750
Washington, DC 20005-3934

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.
11301 and CFR 1177.3 (c), on 4-1-99 at 11:05, and assigned
recording numbers (s): 17393-C.

Sincerely Yours,

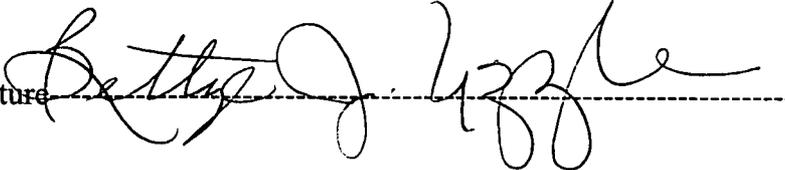


Vernon A. Williams

Enclosure(s)

\$ 26.00 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. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



APR 1 '99

11-05 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This AGREEMENT made this 29th day of January, 1999 by and among Champion International Corporation, a New York corporation, with its principal place of business in Stamford Connecticut (herein called "Assignor"), Donohue Industries, Inc., a Delaware corporation, with a principal place of business at 11611, 5th Street, Shelton, Texas 77044 (herein called "Assignee"), and Unionbanc Leasing Corporation, a California corporation, having a place of business at 125 Summer Street, Boston, Massachusetts 02110 (herein called "Lessor").

WHEREAS, Greenbrier Railcar, Inc. ("Greenbrier"), as lessor, and Champion International Corporation ("Champion"), as lessee, entered into a Lease Agreement dated as of August 7, 1990 (herein, as amended and supplemented from time to time in accordance with its terms called the "Lease"), a copy of which is attached hereto as Exhibit A, under and pursuant to which, and upon and subject to the terms and conditions of which, Greenbrier leased to Champion, and Champion leased from Greenbrier the equipment covered by and described on Exhibit B attached hereto and made a part hereof;

WHEREAS, a Memorandum of the Lease was duly filed and recorded as a primary document with the Interstate Commerce Commission ("Commission") on June 24, 1991 and assigned Recordation No. 17393;

WHEREAS, Greenbrier, as assignor, and The David Joseph Company ("DJC"), as assignee, entered into a Memorandum of Assignment Agreement, dated as of August 30, 1991, which was duly filed and recorded with the Commission as a secondary document on November 21, 1991 and assigned Recordation No. 17393-A, under which Greenbrier assigned to DJC the Lease and the corresponding equipment, which is the subject of that Lease;

WHEREAS, DJC and Lessor entered into a certain Equipment Purchase and Assignment Agreement dated May 6, 1992, which was duly filed and recorded with the Commission on May 21, 1992 and assigned Recordation No. 17393-B, under which DJC assigned to Lessor the Lease and sold the corresponding equipment which is the subject of that Lease;

WHEREAS, Assignor is desirous of assigning (with recourse) Assignor's rights and obligations under the Lease to Assignee, and Assignee is willing to accept such assignment and to assume all of the obligations of Assignor under the Lease as and from the Effective Date (as hereinafter defined); and

WHEREAS, Lessor is willing to permit such assignment and assumption on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. (A) Assignor hereby assigns and transfers, with recourse, as and from the Effective Date (as hereinafter defined) to Assignee all of Assignor's rights and obligations under the Lease. Assignee covenants with Assignor that from and after the Effective Date (defined below), Assignee shall perform, observe and keep each and every of Assignor's covenants and conditions and make all payments, when and as required by the Lease, as though Assignee was named as Lessee under the Lease.

(B) Assignor shall indemnify and hold harmless Assignee from and against all loss, damage, cost or other liability arising or accruing before the Effective Date (defined below) pursuant to the Lease, as of the date hereof. Assignee shall indemnify and hold harmless Assignor from and against all loss, damage, cost or other liability arising or accruing on and after the Effective Date (defined below) pursuant to the Lease.

(C) Assignor hereby guarantees to Lessor (or any assignee of Lessor) and hereby remains ultimately liable for all obligations (the "Obligations") of payment and performance under the Lease and agrees that Lessor (or any assignee of Lessor) may demand immediate payment and performance from Assignor of the Obligations following any default by Assignee of the Obligations, and Assignor hereby agrees that Lessor (or any assignee of Lessor) may, upon reasonable notice, immediately proceed in exercising its rights and remedies against Assignor without first proceeding against the Assignee following any default in the payment or performance of the Obligations. Assignor agrees that no action on the part of Assignee shall effect Assignor's obligations of payment and performance under this paragraph (C).

2. Assignee hereby accepts such assignment from Assignor and unconditionally agrees to assume the prompt and complete payment and performance of all obligations of Assignor under the Lease (including, without limitation, the payment of all rentals and all other sums payable under the Lease, as and from the Effective Date (as defined below), including payments of stipulated loss value or casualty loss value payable thereunder), and to comply with all of the covenants, terms, conditions and provisions of the Lease.

3. The effective date of the foregoing assignment and assumption of rights and obligations shall, for all purposes, be JUNE 1, ~~1999~~ (the "Effective Date"). It shall be

1998

a condition of such assignment and assumption and Lessor's consent thereto that on or before the Effective Date (a) all equipment leased under the Lease (the "Equipment") shall have been moved (and Lessor shall assume no liability nor be responsible for any cost or expense in connection with such relocation) to the new location(s) specified by Assignee in writing to Lessor (unless the Equipment is to remain at its present location(s)) and (b) on or before the Effective Date Lessor shall have received written notice from Assignee of the exact address of the location(s) of the Equipment on the Effective Date.

4. Assignor and Assignee each covenant to do such further acts and to execute such further documents and instruments (including, without limitation, financing statements, and/or amendments to existing financing statements as between Assignor and Lessor) as may be deemed necessary or desirable by Lessor with respect to the foregoing assignment and assumption. Assignee shall pay all costs, fees and expenses incurred by Lessor for UCC and other lien searches and UCC filing fees related to the foregoing assignment and assumption.

5. Each party hereto represents to the other that (i) it is a corporation, duly organized, validly existing and in good standing under the laws of the state of its incorporation; (ii) it has the corporate power to execute, deliver and perform this Agreement and that such execution, delivery and performance has been duly authorized, and that this Agreement has been executed by its duly authorized officers and constitutes its valid and binding obligations; (iii) to the best of the Assignor's and Assignee's knowledge, this Agreement will not violate any Certificate of Incorporation, By-Laws or other agreement or instrument by or under which it is bound; and (iv) all financial statements furnished to Lessor by or on behalf of Assignee are accurate in all material respects. In the event that any of the representations made herein by Assignee or Assignor are untrue or incorrect, the same shall constitute a default under the Lease.

6. Lessor hereby consents to the foregoing assignment and assumption on and subject to the terms and conditions hereinbefore set forth.

7. This Agreement, and all obligations hereunder (excepting all indemnification provisions herein or in the Lease) shall terminate upon the expiration of the Lease.

IN WITNESS WHEREOF each of the parties hereto have executed this Agreement this 29th day of January, 1999.

CHAMPION INTERNATIONAL CORPORATION

By 
(authorized signature)
Stephen B. Brown

Its Senior Vice President
(title)

DONOHUE INDUSTRIES, INC.

By _____
(authorized signature)

Its _____
(title)

UNIONBANCAL LEASING CORPORATION
Formerly known as Unionbanc Leasing Corporation
By:BTM CAPITAL CORPORATION

By _____
(authorized signature)

Its _____
(title)

IN WITNESS WHEREOF each of the parties hereto have executed this Agreement this 29th day of January, 1999.

CHAMPION INTERNATIONAL CORPORATION

By _____
(authorized signature)

Its _____
(title)

DONOHUE INDUSTRIES, INC.

By *Paul Seymour*
(authorized signature)

Its *Secretary*
(title)

UNIONBANCAL LEASING CORPORATION
Formerly known as Unionbanc Leasing Corporation
By:BTM CAPITAL CORPORATION

By *Roy P. Tang* *BTM*
(authorized signature)

Its *Senior Vice President*
(title)

AFFIDAVIT

I, the undersigned, Carole LEMAY, having my professional address at 500 Sherbrooke Street West, in the City of Montreal, Province of Quebec, H3A 3C6, solemnly affirm as follows:

1. I was present and saw Louis-Gilles Gagnon, Secretary of Donohue Industries Inc. sign the Assignment and Assumption Agreement attached hereto as Schedule "A" on the 29th day of January 1999.
2. I personally know the said Louis-Gilles Gagnon, and he and the undersigned are all of the age of majority.
3. The signature affixed to the said Assignment and Assumption Agreement is the true signature of Louis-Gilles Gagnon.

AND I HAVE SIGNED

Carole Lemay

Carole LEMAY

Sworn to before me
on this 15th day of March 1999,
in the City of Montreal
Province of Quebec

Maureen Gurrie

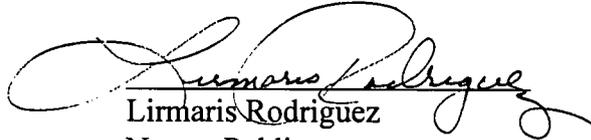
Commissioner for Oaths
for all Judicial Districts



NOTARIZATION

Commonwealth of Massachusetts
County of Suffolk

On this 30th day of March, 1999 before me appeared Rory Laughna, to me personally known, who, being by me duly sworn, did say that he is the senior vice president of BTM Capital Corporation, and that said instrument was signed on behalf of such corporation by authority of its board of directors, and said Rory Laughna acknowledged said instrument to be the free act and deed of said corporation.



Lirmaris Rodriguez

Notary Public

My Commission Expires: 2/18/05

Exhibit A (the Lease)
Exhibit B (the Equipment)

EXHIBIT A

LEASE AGREEMENT

This Lease Agreement is dated as of August 7, 1990 (the "Agreement") between Greenbrier Railcar, Inc. ("Lessor") and Champion International Corporation ("Lessee"). This Agreement hereby incorporates by reference all sections of that certain Lease Agreement dated as of January 18, 1988 (the "Former Agreement") between Greenbrier Leasing Corporation, as lessor, and Champion International Corporation, as lessee, except as certain sections are amended herein.

1. Section 3 of the Former Agreement is hereby amended by adding the following:

In addition, the failure by Lessee to report to Lessor any defect within seven (7) days from the date of receipt at delivery as evidenced by movement records available to Lessor shall constitute acceptance thereof by Lessee as of the date such car was delivered.

2. Section 6 of the Former Agreement is hereby amended by adding the following to the first paragraph of Section 6:

LESSOR SHALL NOT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, PARTS, MATERIALS, OR THE LIKE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT, OR STRICT LIABILITY FOR ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING OR RESULTING FROM ANY REPAIRS OR MAINTENANCE TO ANY CARS, OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT, OR OF OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS.

3. Section 7 of the Former Agreement is hereby amended by adding the following:

Lessor shall collect the mileage allowance earned by the cars, and subject to all rules of the tariffs of the railroads, Lessor shall credit to Lessee's rental account such mileage allowance as and when received from the railroads, but in no event shall the aggregate amount of mileage allowance credited exceed the aggregate monthly rental over the term of this Agreement.

Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad due to mileage equalization, where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this paragraph, the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from storage or the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

4. Section 12 of the Former Agreement is hereby amended by adding the following:

If any loading or unloading appliance or removable part thereof is destroyed, damaged, lost, removed or stolen, ordinary wear and tear excepted, Lessee shall, at its own expense, either replace or reimburse Lessor for the cost of replacing any such appliance or removable part, unless the railroad transporting the cars shall have assumed full responsibility for such loss, damage, or destruction.

The application, maintenance and removal of interior protective linings in any of the cars is to be performed by and at the expense of Lessee unless otherwise specifically provided for herein.

5. Section 18e of the Former Agreement is hereby amended by adding the following:

Notwithstanding the foregoing, Lessor and Lessee agree to be bound by the remedies of the Uniform Commercial Code Article 2A--Leases as adopted in Oregon and hereby incorporate such remedies by reference.

6. Section 18c of the Former Agreement is hereby amended to allow Lessor to sell the Cars upon default as well as re-lease them.
7. The first word in the first paragraph of Section 20 of the Former Agreement is hereby changed to "Lessee."
8. The third paragraph of Section 20 of the Former Agreement wherein reference is made to "Section 9" is hereby changed to "Section 8."

Lep

9. The date in the second paragraph of Section 21 of the Former Agreement is hereby changed from May 1, 1988 to June 30, 1990.
10. Section 23 of the Former Agreement is hereby deleted in its entirety and replaced with the following:

23. Modification. In the event the U.S. Department of Transportation, or any other governmental agency or nongovernmental organization having jurisdiction over operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner whatsoever adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per Car for each \$100.00 expended by Lessor on such Car, effective as of the date the Car is released from the shop after application of such additions, modifications or adjustments (hereinafter referred to as "Modifications"). No rental credit will be issued on Cars entering the shop for any Modifications for the first fifteen (15) days. In the event Lessor in its sole discretion determines that it would not be economical to make such Modification in view of the estimated remaining useful life or condition of such Car, and Lessor therefore elects to permanently remove such Car from Lessee's service, the rental with respect to such Car shall terminate upon the date specified in writing by Lessor; provided that such date must be prior to the date the Modification is so required to be made.

11. Number of Cars: One hundred (100)
12. Description of Cars: Fifty-foot 100-ton boxcars
13. Car Numbers: CRLE 10300 through CRLE 10399, inclusive
14. Term: One-hundred twenty (120) months from delivery of the last car.
15. Rental Rate: \$547.00 per car per month, provided, however, that such rate may be adjusted to reflect maintenance costs in excess of \$80.00 per car per month after month 60.
16. Anticipated Delivery: First calendar quarter of 1991.
17. Point of Delivery: F.O.T. Sheldon, Texas

Lap

18. Return Point: A mutually agreeable point on the lines of the Southern Pacific Transportation Company.
19. The cars may be used only for transportation of the following types of commodities: Paper products.
20. Is a Stipulated Loss Value Schedule attached to and made a part of this Agreement? Yes as Exhibit A.
21. Notwithstanding all other maintenance provisions of the Former Agreement, Lessor shall be responsible for lubrication and adjustment of the plug doors. Lessee shall provide, at its expense, all other plug door maintenance (including, without limitation, maintenance to the doors and door frames with their appurtenances). In the event that the cars are removed from Lessee's service without Lessee's knowledge or approval, and returned to Lessee, Lessee shall notify Lessor within five days of any damage that has occurred. Failing this notification, such damage shall be deemed to have occurred while in Lessee's control.
22. Mileage and Per Diem Payments (as defined below) paid or allowed by railroads with respect to the cars shall be the property of Lessee. Mileage and Per Diem, sometimes referred to together herein as car hire, are defined at all times to be the hourly per diem ("Per Diem") and mileage earnings ("Mileage") of the cars as prescribed by the Car Hire Rate tables of the AAR then in effect.
23. Insurance.
- a) During the term of this Agreement Lessee shall keep or cause to be kept comprehensive general liability insurance, including contractual coverage for the liabilities assumed herein, including bodily injury, death, and property damage in a combined single limit of not less than \$5,000,000.00 per occurrence, and Lessee shall provide to Lessor certificates of insurance to evidence Lessee's compliance naming Lessor as an additional insured.
- b) During the term of this Agreement, Lessor shall keep or cause to be kept all risk property damage insurance on the Cars in amounts not less than that shown in the applicable Stipulated Loss Value Schedule (SLV), or if such SLV schedule does not exist, then in amounts which are reasonable in light of industry practice for such Cars.

- c) In the event any car is not covered by the insurance described in Subpart a) above, Lessor shall have the right, at it's option, to purchase coverage and recover all premiums for such insurance from Lessee, and/or declare this Agreement in default and proceed in accordance with this Agreement and Section 18 of the Former Agreement.
- d) All insurance maintained by Lessee pursuant to this section shall provide that: (1) The insurer hereunder waives all rights of subrogation against Lessee or Lessor, (2) Thirty (30) days prior written notice of expiration or termination shall be given to Lessor and (3) Proceeds of any property damage insurance policy shall be payable notwithstanding any breach of warranty of Lessee.

24. Addressing of Notices:

If to Lessor:

Greenbrier Railcar, Inc.
 One Centerpointe Drive
 Suite 200
 Lake Oswego, Oregon 97035
 Attn: President

If to Lessee:

Champion International
 One Champion Plaza
 Stamford, CT 06921
 Attn: Transportation
 Manager-Forest Products

Executed and delivered as of June 17, 1991.

LESSOR: GREENBRIER RAILCAR, INC.

LESSEE: CHAMPION INTERNATIONAL CORPORATION

BY:

Norris M. Webb

BY:

Errol M. Zornis

Title:

Vice President

Title:

Director Transportation

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293

EXHIBIT A

CASUALTY LOSS VALUE SCHEDULE

PURSUANT TO LEASE AGREEMENT DATED AS OF AUGUST 7, 1990

GREENBRIER RAILCAR, INC., LESSOR

CHAMPION INTERNATIONAL CORPORATION, LESSEE

The following Casualty Loss Values are expressed as a percent of the Original Equipment Cost of the Cars.

Original Equipment Cost per Car: \$38,200.00

<u>PAYMENTS RECEIVED</u>	<u>STIPULATED LOSS VALUE</u>	<u>PAYMENTS RECEIVED</u>	<u>STIPULATED LOSS VALUE</u>	<u>PAYMENTS RECEIVED</u>	<u>STIPULATED LOSS VALUE</u>
1	104.00	41	101.41	81	89.30
2	103.98	42	101.23	82	88.86
3	103.96	43	101.05	83	88.42
4	103.94	44	100.86	84	87.97
5	103.92	45	100.66	85	87.51
6	103.90	46	100.46	86	87.05
7	103.88	47	100.25	87	86.58
8	103.86	48	100.04	88	86.11
9	103.84	49	99.82	89	85.63
10	103.82	50	99.59	90	85.14
11	103.80	51	99.35	91	84.64
12	103.78	52	99.11	92	84.14
13	103.76	53	98.87	93	83.64
14	103.74	54	98.61	94	83.12
15	103.72	55	98.35	95	82.60
16	103.70	56	98.08	96	82.07
17	103.68	57	97.81	97	81.54
18	103.66	58	97.53	98	81.00
19	103.63	59	97.24	99	80.45
20	130.60	60	96.95	100	79.90
21	103.56	61	96.65	101	79.34
22	103.52	62	96.35	102	78.78
23	103.46	63	96.03	103	78.20
24	103.40	64	95.71	104	77.62
25	103.34	65	95.39	105	77.04
26	103.27	66	95.06	106	76.45
27	103.19	67	94.72	107	75.85
28	103.10	68	94.37	108	75.24
29	103.01	69	94.02	109	74.63
30	102.91	70	93.66	110	74.01
31	102.81	71	93.30	111	73.39
32	102.70	72	92.93	112	72.76
33	102.58	73	92.55	113	72.12
34	102.46	74	92.17	114	71.48
35	102.33	75	91.78	115	70.83
36	102.19	76	91.38	116	70.17
37	102.05	77	90.98	117	69.51
38	101.90	78	90.57	118	68.84
39	101.74	79	90.15	119	68.16
40	101.58	80	89.73	120	67.48

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294

GREENBRIER LEASING CORPORATION

LEASE AGREEMENT

This LEASE AGREEMENT dated as of the 18th day of January, 1988 (the "Agreement"), by and between Greenbrier Leasing Corporation, a Delaware corporation ("Lessor"), and Champion International, a New York corporation ("Lessee"), having its principal place of business at Stamford, Connecticut.

WITNESSETH:

1. Lease. Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the railroad cars ("Cars") covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties (each such rider, a "Rider") and any and all other cars delivered to and accepted by Lessee and leased to Lessee by Lessor. Each Rider shall set forth the number of cars, the rental rate, term of use, car numbers, and other pertinent information that may be desired by both parties. All Cars leased pursuant to such Riders, or otherwise delivered to and accepted by Lessee and leased to Lessee by Lessor, are subject to the terms of this Agreement.

2. Delivery. Lessor agrees to deliver the Cars to Lessee at the location designated in the appropriate Rider as point of delivery and Lessee agrees to accept such delivery. Lessor's obligations as to such delivery shall be subject to all delays resulting from causes beyond its control.

3. Inspection and Acceptance. Each Car shall be subject to Lessee's inspection upon delivery and Lessee shall execute a Certificate of Acceptance in the form set forth in Exhibit A hereto evidencing the fitness and suitability of each Car and Lessee's acceptance of such Car. The loading of any Car by Lessee or at its direction, shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

4. Usage. Lessee agrees to use the Cars exclusively in its own service, except as hereinafter provided, in accordance with the provisions of the appropriate Rider. None of the Cars shall be shipped beyond the boundaries of Canada or the United States or used for the transport of explosives or hazardous materials except with the prior written consent of Lessor.

5. Rental Charge. Lessee agrees to pay the monthly rental charge ("Rental") set forth in the appropriate Rider with respect to each of the Cars from the date of delivery thereof and until such Car is returned to and accepted by Lessor, except as otherwise provided in Sections 7 and 9, below. Each Rental shall be paid in advance on the first day of the month, prorating, however, any period which is less than a full month on the basis of a month of thirty (30) days. The Rental shall be payable without deduction, reduction, set-off or counterclaim of any kind, for any reason, whether or not related to this Agreement. Such Rentals shall be paid to Lessor at the address set forth in the appropriate Rider.

6. No Lessor Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF THE TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURER SELECTED BY LESSEE. AS BETWEEN THE LESSOR AND LESSEE ANY AFFIRMATION OR PROMISE, DESCRIPTION, SAMPLE OR MODEL GIVEN BY THE LESSOR TO THE LESSEE WAS NOT INTENDED TO BECOME OR BE PART OF THE BASIS OF THE BARGAIN OF THIS LEASE AND AS SUCH NO EXPRESS WARRANTY WAS MADE OR GIVEN. ALL PRIOR, WRITTEN OR ORAL, AFFIRMATIONS OR PROMISES, DESCRIPTION, SAMPLES OR MODELS THAT ARE NOT CONTAINED HEREIN HAVE BEEN SUPERSEDED BY THE TERMS OF THIS AGREEMENT. THERE ARE NO OTHER EXPRESSED WARRANTIES OF ANY NATURE WHATSOEVER.

LESSEE ACKNOWLEDGES THAT LESSOR MAY SELL OR ASSIGN THE CARS AND THIS LEASE TO A THIRD PARTY, OTHER THAN THE MANUFACTURER OF THE CARS, (THE "ASSIGNEE"). IN SUCH CASE, LESSEE AGREES THAT WITHOUT WAIVING ANY RIGHTS IT MAY HAVE AGAINST LESSOR, ASSIGNEE IS NOT A MANUFACTURER OR REPRESENTATIVE THEREOF IN, MERCHANT IN, OR DEALER IN, THE EQUIPMENT; THAT ASSIGNEE HAS NO DUTY TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF LESSEE; THAT ASSIGNEE WILL NOT AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO LESSEE AND THAT ASSIGNEE HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, ON WHICH LESSEE MAY RELY, WITH RESPECT TO: THE MERCHANTABILITY, FITNESS, SAFETY, CONDITION, QUALITY, DURABILITY OR SUITABILITY FOR LESSEE'S PURPOSES OF THE EQUIPMENT IN ANY RESPECT, THE EQUIPMENT'S COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, LATENT DEFECTS, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED. ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, WHETHER DIRECT, INDIRECT, EXEMPLARY OR PUNITIVE, WHETHER OR NOT ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Records and Mileage Allowance. Lessor agrees to keep records pertaining to the movement of the Cars, and Lessee agrees to promptly furnish Lessor with information available to it reporting on the Car movements, including dates received, loaded and shipped, commodity, destination and full junction routing, and all other information which Lessee may receive from railroads or other sources which may be of use to Lessor.

8. Loss, Destruction and Repairs. Lessee shall notify Lessor of the loss or destruction of, or damage to, any Car within two (2) days of receipt by Lessee of the knowledge of such event.

(a) Repairs. Lessor shall, at its expense, perform, arrange, and pay for all maintenance and repairs made necessary by ordinary wear and tear. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads rules for interchange and the Canadian Transport Commission regulations governing interchange (together "Interchange Rules")) may be performed by railroads or hauling carriers without prior written consent. The amount Lessor will pay for such running repairs shall be not in excess of the schedule of standard costs, in effect at the time the repair is made, provided by the Association of American Railroads and the Canadian Transport Commission, respectively. If any Car becomes unfit for service and requires repairs, other than repairs made by railroads, rental charges will cease two (2) days after delivery of such Car to a shop authorized by Lessor, provided that Lessee has notified Lessor prior to the time the Car is routed to shop. In the event Lessee fails to so notify Lessor, rental charges shall cease five days after Lessor has received notice of the arrival of such Car at a shop authorized by Lessor. In all cases, after a car has been repaired, rental charges will resume on the date the Car is available for forwarding to Lessee provided Lessor has given Lessee notice of the Car's availability. It is understood that no rental credits will be issued for Cars in a shop for repairs which are Lessee's responsibility.

Lessee shall not, without the prior written consent of Lessor, affix or install any accessory, part, equipment, or device on any Car if such addition will impair the originally intended function or use of such Car. All additions, repairs, parts, supplies, accessories, equipment and devices furnished, attached or affixed to any Car shall thereupon become the property of Lessor (except for such as may be removed without in any way affecting or impairing the originally intended function or diminishing the value of the Car or use thereof or materially

damaging the Car, and provided further that any damage caused by such removal is repaired by Lessee forthwith).

(b) Loss or Destruction. If any Car shall be lost, destroyed, or damaged to the extent that the physical condition is, in Lessor's opinion, such that it cannot be operated in railroad service, Lessee shall pay to Lessor an amount ("Loss Value") equal to the greater of (i) the Stipulated Loss Value of such Car as set forth in the appropriate schedule to each Rider, or (ii) the replacement value of such Car, which shall equal the amount payable by a railroad subscribing to the Interchange Rules as if the Car had been lost or destroyed while in the service of such railroad. Any Loss Value payable by Lessee to Lessor pursuant to this Section 9(b) shall be reduced by any amounts received by Lessor from any party responsible for such loss or destruction.

Upon receipt by Lessor of the Loss Value due for, a lost, destroyed, or damaged Car, rental payments for that Car will cease. Lessor shall have the right, but shall not be obligated, to substitute for any such Car another car of the same type and capacity and the rental with respect to such substituted Car shall commence upon delivery of such substituted Car to Lessee.

(c) Removal from Service. In the event the physical condition of any Car shall become such that the Car cannot be operated in railroad service as determined by Lessor and Lessor elects to permanently remove such Car from Lessee's service, the rental with respect to such Car shall terminate upon the removal of such Car. Lessor shall have the right, but shall not be obligated, to substitute for any such Car another Car of the same type and capacity and the rental in respect to such substituted Car shall commence upon delivery of such substituted Car to Lessee.

9. Rules, Laws and Regulations. Lessee agrees to comply with all United States and Canadian governmental laws, regulations, requirements and rules (including the rules of the United States Department of Transportation and Interstate Commerce Commission) and the Interchange Rules with respect to the use, maintenance and operation of the Cars subject to this Agreement.

10. Lessee Responsibility. Lessee shall be responsible for and shall indemnify Lessor and hold Lessor harmless and does hereby release Lessor from the loss or destruction of, or damage to, the Cars or any parts thereof, or any commodities loaded or shipped therein or thereon, during the term of this Agreement;

provided, however, Lessee shall not be responsible to the extent the then-prevailing Interchange Rules place responsibility upon a railroad subscribing to the Interchange Rules; and provided, further, that Lessee shall not be responsible if such loss, destruction, or damage to the Cars or parts thereof was caused by the sole negligence or willful misconduct of Lessor.

Notwithstanding anything contained herein to the contrary, Lessee shall be responsible for and shall indemnify Lessor and hold Lessor harmless and does hereby release Lessor from the loss or destruction of, or damage to, a Car or any part thereof during the term of this Agreement which shall (i) be occasioned by the misuse or negligence of Lessee, its consignee, agent or sublessee, (ii) occur while such Car is on the tracks of Lessee or any private siding or track, or at the loading or unloading facility of Lessee or its consignee, agent or sublessee, or on the track of any railroad that does not subscribe to the Interchange Rules or any private or industrial railroad or (iii) be caused by any commodity which may be transported or stored in or on such Car, and except to the extent such loss, destruction or damage was caused by Lessor's failure to properly maintain the Car.

11. Indemnities. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any loss, liability, claim, suit, damage or expense of whatsoever nature and regardless of the cause thereof arising out of or in connection with or resulting from the condition, use, loss of use, maintenance or operation of the Cars during the term of this Agreement, excepting, however, any loss, liability, claim, suit, damage, or expense which accrues with respect to any of the Cars (i) which is attributable to the sole negligence or willful misconduct of Lessor, its agents or employees; or (ii) for which a railroad has assumed full responsibility, including investigating and defending against any claim for damages; or (iii) which is attributable to Lessor's failure to properly maintain the Cars.

12. Loss or Damage to Lading. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save Lessor harmless from any such loss or damage, unless caused by the sold active gross negligence or willful misconduct of Lessor.

13. Marks. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor, other than the restoration of Lessor's reporting marks on the Cars.

14. Load Limits. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

15. Lessor's Inspection Rights. Lessor and its authorized representatives shall have the right to inspect the Cars and Lessee's records with respect thereto.

16. Charges. Lessee shall be liable for any demurrage, track storage or destination charge imposed in connection with any of the Cars as well as loss of or damage to any Car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Interchange Rules.

17. Sublease and Assignment. Lessee may not sublease any of the Cars and shall make no transfer or assignment of its interest under this Agreement in and to the Cars without Lessor's prior written consent, which consent shall not be unreasonably delayed or withheld, and any attempted sublease, transfer or assignment without such consent shall be void. No right, title, or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement. Lessee shall not cause the Cars to be subject to any lien or encumbrance and agrees to indemnify Lessor and hold Lessor harmless from any cost or expense, including attorney's fees, with respect to any ~~a~~ lien or encumbrance caused by Lessee. *W.W.W.*

Lessor shall have the right to assign this Agreement and/or any of Lessor's rights hereunder, including the right to receive rentals, and Lessee hereby consents to and accepts any such assignment; provided, however, such assignment shall not release Lessor, ~~of~~ its duties and obligations hereunder. *of W.W.W.*

18. Default. If Lessee defaults in the payment when due of any sum of money under this Agreement; or if Lessee fails to perform any covenant or condition required to be performed by lessee which failure shall not be remedied within ten (10) days after notice thereof from Lessor to Lessee; or if Lessee shall dissolve, make or commit any act of bankruptcy, or if any proceeding under any bankruptcy, or insolvency statute or any laws relating to relief of debtors is commenced by Lessee, or if any such proceeding is commenced against Lessee and same shall not have been removed within thirty (30) days of the date of the filing thereof; or if a receiver, trustee, or liquidator is appointed for Lessee for all or a substantial part of Lessee's assets with Lessee's consent, or if without Lessee's consent the same shall not have been removed within thirty (30) days of the

date of the appointment thereof; or if an order, judgment or decree be entered by a court of competent jurisdiction and continue unpaid and in effect for any period of thirty (30) consecutive days without a stay of execution; or if a writ of attachment or execution is levied on any Car and is not discharged within ten (10) days thereafter, Lessor may exercise one or more of the following remedies with respect to the Cars:

a) Immediately terminate this Agreement and Lessee's rights hereunder;

b) Require Lessee to return the Cars to Lessor at Lessee's expense, and if Lessee fails to so comply, Lessor may take possession of such Cars without demand or notice and without court order or legal process;

c) Lease the Cars to such persons, at such rental and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such leasing, less all costs and expenses incurred in the recovery, repair, storage, and renting of such Cars, toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which, at Lessor's option, shall be paid monthly, as suffered, or immediately, or at the end of the term as damages for Lessee's default;

d) Declare all rent and other amounts then accrued from Lessee to Lessor under any provision hereunder immediately due and payable; or

e) Pursue any other remedy which Lessor may have.

Each remedy is cumulative and may be enforced separately or concurrently. If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such nonperformance, may itself render such performance. Further, Lessee shall reimburse Lessor for all costs and expenses including reasonable attorney's fees expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest on any amount owing to Lessor from the time such amount becomes due hereunder at a rate of eighteen percent (18%) per annum; such rate to be reduced, however, to the extent it exceeds the maximum rate permitted by applicable law. In addition, Lessee shall, without expense to Lessor, assist Lessor in repossessing the Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of the Cars.

If applicable, Lessor shall be entitled to the remedies of a Lessor under Section 1168 of the U. S. Bankruptcy Code.

NSW
Successful
NSW

19. Return Provisions. Lessee agrees, immediately upon the termination of each Rider, to return the Cars leased under such Rider to Lessor at the location indicated in such Rider, suitable for interchange service, empty and free from residue and in the same good condition as when each Car was delivered to Lessee by Lessor, ordinary wear and tear excepted. Lessee shall, on demand, reimburse Lessor for the cost of damage to any of the Cars or to the fittings or appurtenances thereto, caused by the commodities transported therein or thereon. If any Car is returned to Lessor not free from accumulations or deposits, the Car shall remain on rental until the earliest of thirty (30) days from the date of return or the date the accumulations and deposits have been removed.

In the event that any Car is not delivered to Lessor as provided in this Section 20 on or before the end of the term specified for such Car in the appropriate Rider, all of the obligations of Lessee under this Agreement with respect to, such Car shall remain in full force and effect until such Car is so delivered to Lessor; provided, however, in the event that any Car is not delivered to Lessor as provided in this Section 20 within thirty (30) days after the end of the term for such Car, the Rental for such Car shall, upon the expiration of such thirty (30) day period, be set at one and one-half times the Rental.

20. Taxes. Lessor agrees to assume responsibility for all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to assume responsibility for and to pay any applicable sales, use or similar taxes resulting from the lease or use of the Cars.

In order to avoid loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under Section 168 and related Sections of the Internal Revenue Code of 1986 (the "Code"), Lessee (i) shall use the Cars predominantly within the continental United States within the meaning of the Code, (ii) shall cause third parties having control over the Cars to use the Cars predominantly within the continental United States within the meaning of the Code, and (iii) shall not take or fail to take any actions which, under Sections 48 or 168(g) of the Code, would cause Lessor to suffer a loss of any tax benefits otherwise available to Lessor under Section 168 of the Code.

If Lessor shall lose by disallowance, recapture or otherwise, any portion of said tax benefits as the result of any act committed by Lessee or any third party having control over the Cars or Lessee's or such third party's failure to take any



act, Lessee agrees to pay Lessor a sum which, after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall be equal to the amount of the tax benefits so lost by Lessor, which sum shall be payable on written demand made at any time after payment of the tax attributable to the portion of the tax benefits lost; provided, however, that Lessee shall be under no obligation to indemnify Lessor for the amount of any tax benefits lost with respect to any Car for which Lessee has paid to Lessor the Loss Value set forth in Section 9 hereof.

21. Manufacturer's Warranties.

Lessor shall pass on the benefits of any manufacturer's warranties to the Lessee and Lessor shall cooperate with Lessee to the extent required for Lessee to obtain the benefits of such warranties. Lessor warrants that it is the owner of the Cars, has the right to lease the Cars to Lessee pursuant to the terms of this Lease Agreement, and further warrants that the Lessee's use of such Cars shall not be interfered with by any third person as long as Lessee performs its duties and obligations under this Lease Agreement.

In the event Lessor fails to deliver the Cars by May 1, 1988 and such delay has not resulted from causes beyond the Lessor's control; or if Lessor fails to perform any covenant or condition required to be performed by Lessor, which failure shall not be remedied within ten (10) days after notice thereof from Lessee to Lessor; or if Lessor shall dissolve, make or commit any act of bankruptcy, or if any proceeding under any bankruptcy, or insolvency, statute or any laws relating to relief of debtor's is commenced by Lessor, or if any such proceeding is commenced against Lessor and same shall not have been removed within thirty (30) days after the date of the filing thereof; or if a receiver, trustee, or liquidator is appointed for Lessor for all or a substantial part of Lessor's assets with Lessor's consent, or if without Lessor's consent the same shall not have been removed within thirty (30) days of the date of the appointment thereof; or if an order, judgment or decree be entered by a court of competent jurisdiction and continue unpaid and in effect for a period of thirty (30) consecutive days without a stay of execution; or if a writ of attachment or execution is levied on any Car and is not discharged within ten (10) days thereafter, Lessee may immediately terminate this agreement and all of Lessee's obligations hereunder and Lessee may pursue any other remedy which Lessee may have.



22. Representations and Warranties of Lessee. Lessee represents and warrants that, as of the date of this Agreement:

(a) Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and is either duly qualified to do business and is in good standing in such other jurisdictions in which the business and activities of Lessee require such qualification, or its failure to so qualify in any such other jurisdiction will not have a material adverse impact on this Agreement.

(b) Lessee has full corporate power to enter into this Agreement.

(c) The Agreement had been duly authorized, executed, and delivered by Lessee, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

(d) No approval is required by Lessee from any governmental or public body or authority with respect to the entering into or performance of this Agreement.

(e) The entering into and performance of this Agreement will not conflict with, or result in a breach of, the terms, conditions, or provisions of (i) any law, or any regulation, order, injunction, permit, franchise, or decree of any court or governmental instrumentality, and (ii) any indenture, agreement, or other instrument to which Lessee is party or by which it or any of its property is bound.

(f) Lessee is neither an organization described in Section 48(a)(4) nor a governmental unit described in Section 48(a)(5) of the Internal Revenue Code of 1986.

23. Modifications. In the event the United States Department of Transportation, or any other United States or Canadian governmental agency, or the Association of American Railroads, or the Canadian Transport Commission, or any other non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment in the United States or Canada, requires that Lessor add, modify, or in any manner adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessor agrees to pay for such additions, modifications or adjustments.

24. Notices. With regard to any Car, any notice, demand or request required or permitted to be made, given or served by either party to or upon the other hereunder, shall be in writing and shall be deemed to have been made when deposited in the



United States or Canada mail, certified or registered mail, postage prepaid and addressed to Lessor or Lessee at the address set forth in the appropriate Rider.

25. Successors. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives; and shall remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on each and every Rider, and all Cars the lease for which shall not have been earlier terminated are returned to Lessor.

26. Additional Provisions. Additional provisions of this Agreement, if any, will be set forth in the Riders.

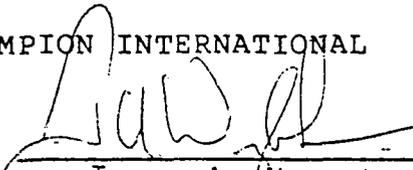
27. Captions. Captions to any provision of this Agreement are for ease of reference only and are not to be construed to be part of this Agreement.

28. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement (such execution may be by two or more counterparts, each of which shall be deemed an original) as of the date and year first above written.

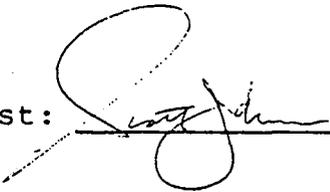
LESSEE:

CHAMPION INTERNATIONAL

By: 

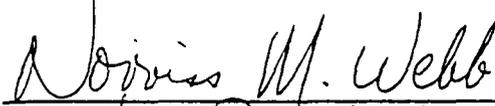
Terry A. Wurtzbacher

Title: Director - Transportation

Attest: 

LESSOR:

GREENBRIER LEASING CORPORATION

By: 

Title: Vice President

Attest: _____

L11881.1

RIDER #1

PURSUANT TO LEASE AGREEMENT DATED JANUARY 18, 1988
LESSEE: CHAMPION INTERNATIONAL

- I. NUMBER OF CARS: Twenty (20)
- II. DESCRIPTION OF CARS: 73' center partition bulkhead flatcars
- III. CAR NUMBERS: WCRC 2050 through WCRC 2069, inclusive
- IV. TERM: Sixty (60) months.
- V. RENTAL RATE: \$564.00 per Car per month
- VI. ANTICIPATED DELIVERY PERIOD: January - February 1988
- VII. POINT OF DELIVERY: F.O.T. Citronelle, Alabama.
- VIII. RETURN POINT: F.O.T. Gulf & Mississippi Railroad, or as agreed by the parties.
- IX. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES: Lumber products
- X. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? Yes
- XI. SPECIAL ITEMS:
 1. Lessee shall be responsible for the winch and cable tie-down systems.
 2. Lessee shall pay an additional charge of \$.02 per mile per Car for every mile over 30,000 (on a weighted average basis) that the cars travel. *and mileage allowance* *JWW*
 3. All car hire collected on behalf of the Cars shall be for the account of Lessee.
 4. Lessee shall have the option to renew the Lease for up to two (2) additional twenty-four (24) months terms at the same Rental Rate or fair rental value, whichever is higher.

XII. ADDRESSING OF NOTICES:

If to Lessor:

Greenbrier Leasing
Corporation
One Centerpointe Drive
Suite 200
Lake Oswego, OR 97035
Attn: President

If to Lessee:

Champion International
One Champion Plaza
Stamford, CT 06921
Attn: Transportation
Manager -
Forest Products

Executed and delivered as of _____, 198____,
as a rider to and part of the above-referenced Lease Agreement
between Lessor and Lessee.

LESSOR:

GREENBRIER LEASING CORPORATION

By: Norris M. Webb

Title: Vice President

LESSEE:

CHAMPION INTERNATIONAL .

By: Terry A. Wurtzbacher

Title: Director - Transportation

L11881.1

EXHIBIT B

1. One hundred (100) 50-foot 100-ton boxcars numbered and marked as follows:

CRLE 10300 through CRLE 10399, inclusive.

RG