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August 22, 2000

RECORDATION NO. 17583-C FILED

AUG 25 '00 1:47 PM

SURFACE TRANSPORTATION BOARD
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Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Partial Termination and Amendment to Lease, dated August 22, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease Agreement which was previously filed with the Commission under Recordation Number 17583.

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

Lessor: Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19890

Lessee: International Paper Company
 (successor to Union Camp Corporation)
 4001 McCord's Ferry Road
 Eastover, SC 29044

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

65 Railcars within the series UCSX 2001 - UCSX 2100

Mr. Vernon A. Williams
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A short summary of the document to appear in the index follows:

Partial Termination of Lease between Wilmington Trust Company, Lessor, and International Paper Company, Lessee, covering 65 Railcars within the series UCSX 2001 - UCSX 2100.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

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

Robert W. Alvord

AUG 25 '00 : 1-47 PM

PARTIAL TERMINATION AND AMENDMENT TO LEASE SURFACE TRANSPORTATION BOARD

THIS PARTIAL TERMINATION AND AMENDMENT TO LEASE is dated as of August 22, 2000 (this "Amendment") and relates to Lease Schedule No. 801 dated as of October 30, 1991 (the "Lease Schedule") incorporating the terms and conditions of Master Equipment Lease Agreement No. 0056432 dated as of October 30, 1991 (the "Master Lease") between **INTERNATIONAL PAPER COMPANY** (as successor by merger to Union Camp Corporation) as lessee ("Lessee") and **WILMINGTON TRUST COMPANY**, not in its individual capacity but solely as Owner Trustee (as assignee of Pitney Bowes Credit Corporation), as lessor ("Lessor").

As used in this Amendment, the term "Lease" refers to the Master Lease, the Schedule, and all exhibits, addenda, attachments, schedules and prior modifications thereof and thereto. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Lease.

1. Background. Pursuant to the Lease, Lessee leases from Lessor one hundred (100) 100-ton tree-length log railway freight cars (each, a "Car") manufactured by Bethlehem Steel Corporation, as more fully described in Schedule A to the Lease Schedule. On or about August 22, 2000, Lessee will return sixty-five (65) of the Cars in the condition required by the Lease and will continue to lease the remaining thirty-five (35) Cars for the remainder of the Original Rental Term, all in accordance with the terms of the Lease and this Amendment.

2. Amendments. In consideration of the foregoing and for other good and valuable consideration, Lessor and Lessee agree to modify the Lease, effective as of the date hereof, as follows:

- (a) The Equipment Description in Paragraph 1 of the Lease Schedule and Schedule A thereto shall reflect that the Quantity of Cars has been reduced from One Hundred (100) to Thirty-Five (35) and to delete from the list of Equipment the Sixty-Five (65) Cars as set forth on Schedule 1 attached hereto.
- (b) With respect to any formula or calculation under the Lease that is based on or requires the use of the Original Equipment Cost as a variable, the Original Equipment Cost shall be deemed to be \$58,796.13 per Car.
- (c) Paragraph 5 of the Lease Schedule shall be modified to reflect the reduction in Rental Payments, as follows:

"Aggregate Rental for Original Rental Term: \$6,672,131.87, payable as follows: interim rent; plus Rental Payments of \$60,266.04 each for the period through and including June 30, 2000; plus a Rental Payment of \$48,894.13 payable on July 30, 2000;

plus Rental Payments of \$21,093.11 each for the period beginning on August 30, 2000 through and including the last Rental Payment date of the Original Rental Term. All such payments shall include applicable sales and use tax, if any."

3. Termination of Lease. Upon Lessee's return of the Cars described in Paragraph 2 (a) in the condition required by Lessor, the payment by Lessee of the final Rental Payment with respect thereto and payment of a final amount in lieu of full compliance with the return provisions of the lease (see schedule B and accompanying invoice), the Lease shall terminate with respect to such Cars, and Lessee's liability with respect to future Rental Payments relating thereto shall cease.

4. Ratification; Survival. Except as specifically modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed by Lessor and Lessee. Any provisions of the Lease that by their terms survive the expiration or earlier termination of the Lease shall survive this partial termination and amendment and the return of the above-described Cars to Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Partial Termination and Amendment of Lease to be duly executed by their respective authorized officers as of the date set forth above.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: Robert P. Hines, Jr.

Name: ROBERT P. HINES, JR.
Financial Services Officer

Title: _____

LESSEE:

INTERNATIONAL PAPER COMPANY

By: _____

Name: _____

Title: _____

through and including the last Rental Payment date of the Original Rental Term. All such payments shall include applicable sales and use tax, if any."

3. Termination of Lease. Upon Lessee's return of the Cars described in Paragraph 2 (a) in the condition required by Lessor, the payment by Lessee of the final Rental Payment with respect thereto and payment of a final amount in lieu of full compliance with the return provisions of the lease (see schedule B and accompanying invoice), the Lease shall terminate with respect to such Cars, and Lessee's liability with respect to future Rental Payments relating thereto shall cease.

4. Ratification: Survival. Except as specifically modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed by Lessor and Lessee. Any provisions of the Lease that by their terms survive the expiration or earlier termination of the Lease shall survive this partial termination and amendment and the return of the above-described Cars to Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Partial Termination and Amendment of Lease to be duly executed by their respective authorized officers as of the date set forth above.

LESSOR:
WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

LESSEE:
INTERNATIONAL PAPER COMPANY

By: _____

By: 

Name: _____

Name: Thomas M. REED

Title: _____

Title: Region Manager

SCHEDULE A - EQUIPMENT LIST

Sixty Five (65) 100 Ton, tree length log railway freight cars
manufactured by Bethlehem Steel Corporation

Reporting Marks			Reporting Marks		
1	UCSX	2001	52	UCSX	2068
2	UCSX	2002	53	UCSX	2071
3	UCSX	2004	54	UCSX	2074
4	UCSX	2005	55	UCSX	2075
5	UCSX	2007	56	UCSX	2076
6	UCSX	2010	57	UCSX	2079
7	UCSX	2011	58	UCSX	2082
8	UCSX	2012	59	UCSX	2086
9	UCSX	2013	60	UCSX	2087
10	UCSX	2014	61	UCSX	2093
11	UCSX	2015	62	UCSX	2094
12	UCSX	2017	63	UCSX	2095
13	UCSX	2018	64	UCSX	2096
14	UCSX	2019	65	UCSX	2100
15	UCSX	2020			
16	UCSX	2022			
17	UCSX	2024			
18	UCSX	2025			
19	UCSX	2026			
20	UCSX	2027			
21	UCSX	2028			
22	UCSX	2030			
23	UCSX	2031			
24	UCSX	2032			
25	UCSX	2033			
26	UCSX	2034			
27	UCSX	2035			
28	UCSX	2036			
29	UCSX	2037			
30	UCSX	2038			
31	UCSX	2039			
32	UCSX	2040			
33	UCSX	2041			
34	UCSX	2042			
35	UCSX	2043			
36	UCSX	2044			
37	UCSX	2045			
38	UCSX	2046			
39	UCSX	2047			
40	UCSX	2048			
41	UCSX	2049			
42	UCSX	2050			
43	UCSX	2051			
44	UCSX	2052			
45	UCSX	2054			
46	UCSX	2057			
47	UCSX	2059			
48	UCSX	2060			
49	UCSX	2064			
50	UCSX	2065			
51	UCSX	2066			

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of injury that I have compared the attached Partial Termination and Amendment to Lease with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: Aug. 22, 2000



Robert W. Alvord