

RECORDATION NO. 27297-B FILED

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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 3, 2008

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 two (2) copies of a Railcar Lease Assignment and Assumption Agreement, dated as of December 27, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 27297.

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

Assignor: International Paper Company
Tower 1 - 14th Floor
6400 Poplar Avenue
Memphis, TN 38125

Assignee: Evergreen Packaging Inc.
5350 Poplar Avenue
Suite 600
Memphis, TN 38119

Mr. Vernon A. Williams
January 3, 2008
Page 2

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

172 railcars within the series MCSA 728225 - MCSA as more particularly set forth in the attachment to the document.

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

Railcar Lease Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

JAN 03 '08 -2 56 PM

SURFACE TRANSPORTATION BOARD EXECUTION VERSION

**RAILCAR LEASE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This RAILCAR LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 27, 2007 (this "Agreement"), is by and between International Paper Company, a New York corporation ("Assignor"), and Evergreen Packaging Inc., a Delaware corporation ("Assignee").

WHEREAS:

A. Assignor is a party to that certain Master Net Railcar Lease dated as of November 1, 2005 and effective as of July 1, 2005, between Assignor, as lessee, and Babcock & Brown Rail Leasing Co., a Delaware corporation, as lessor, together with Schedule No. 01 thereto dated as of November 1, 2005 and effective as of July 1, 2005 between Assignor, as lessee, and North America Rail Leasing #3 LLC (d/b/a Babcock & Brown Rail Leasing), as lessor (together, as supplemented and amended from time to time, the "Lease") pursuant to which Assignor leases (as lessee) the railcars identified on Schedule 1 hereto; and

B. Pursuant to this Agreement, (i) Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor and accept assignment from Assignor of, all of Assignor's right, title and interest in, to and under the Lease Agreement and (ii) Assignee desires to assume from Assignor, and Assignor desires to sell, convey, assign, transfer and deliver to Assignee, certain obligations relating to the Lease Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of the Railcar Lease Documents. Effective upon execution and delivery of this Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, without recourse, warranty or representation of any kind, all of Assignor's right, title and interest in, to and under the Lease, free and clear of all liens, mortgages, pledges, and encumbrances of whatever nature and any agreement to give any thereof, to have and to hold the same for the use and enjoyment of Assignee and its successors and assigns forever.

2. Assumption of the Assumed Obligations. Effective upon execution and delivery of this Agreement, Assignee hereby assumes from Assignor and agrees to hereafter pay, perform, fulfill, discharge and otherwise satisfy in accordance with their respective terms, and Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of the obligations and other liabilities of Assignor under the Lease arising on or after the date of this Agreement (collectively, the "Assumed Obligations"). Assignor and Assignee expressly acknowledge and

agree that Assignee is not assuming hereunder any obligations or other liabilities other than the Assumed Obligations.

3. Amendments and Waivers. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by the parties hereto. The terms of this Agreement may be waived only by a written instrument executed by the party waiving compliance.

4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

5. Headings; Certain Rules of Construction. The headings in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof. A reference herein (including in Schedule 1) to any agreement, instrument or document shall be to such agreement, instrument or document (together with each schedule, exhibit or other attachment thereto) as it may have been or may hereafter be amended, modified, supplemented, waived or restated from time to time in accordance with its terms.

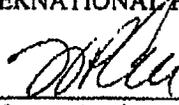
6. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, or delegate any of its obligations, created under this Agreement without the prior written consent of the other party hereto, and any such purported assignment or delegation without such consent shall be void.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflict of law rules thereof, other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Railcar Lease Assignment and Assumption Agreement effective as of the date first above written.

INTERNATIONAL PAPER COMPANY

By: 

Name: *William P. Crawford*

Title: *Vice President*

EVERGREEN PACKAGING INC.

By: _____

Name:

Title:

State of Tennessee)
)
County of Shelby)

On this, the 19 day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared William Crawford, a Vice President of International Paper Company, who acknowledged himself/herself to be a duly authorized officer of International Paper Company and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

Name: Theresa E. Royal
Notary Public

My Commission Expires: _____

Residing in: Tennessee

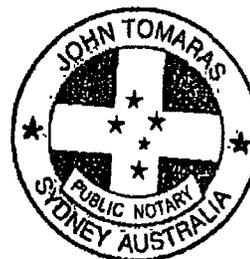
IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Railcar Lease Assignment and Assumption Agreement effective as of the date first above written.

INTERNATIONAL PAPER COMPANY

By: _____
Name:
Title:

EVERGREEN PACKAGING INC.

By: Robert B. Bailey
Name: ROBERT B. BAILEY
Title: ATTORNEY-IN-FACT



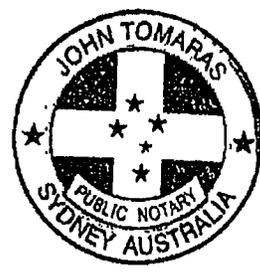
State of NSW)
County of AUSTRALIA)

On this, the 27th day of DECEMBER 2007, before me, a Notary Public in and for said County and State, personally appeared ROBERT B. BAILLY, a LAWYER of BANK GROUP, SYDNEY, who acknowledged himself/herself to be a duly authorized ATTORNEY IN FACT ^{AGENCY IN FACT} officer of EVERGREEN JACKLING INC and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, being RAILCAR LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 27th DECEMBER 2007.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

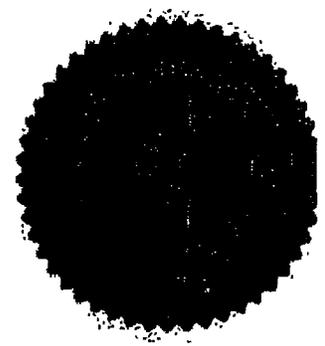


Name: JOHN TOMARAS
Notary Public



My Commission Expires: MY APPOINTMENT IS NOT LIMITED BY TIME

Residing in: LEVEL 13, 1 ALBERTA ST.
SYDNEY NSW AUSTRALIA



SCHEDULE 1

LEASED RAILCARS

	Reporting Marks and Numbers	
1.	MCSA	728225
2.	MCSA	728226
3.	MCSA	728227
4.	MCSA	728228
5.	MCSA	728229
6.	MCSA	728230
7.	MCSA	728232
8.	MCSA	728233
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47.	MCSA	728273
48.	MCSA	728274

	Reporting Marks and Numbers	
49.	MCSA	728275
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90.	MCSA	728317
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92.	MCSA	728319
93.	MCSA	728320
94.	MCSA	728321
95.	MCSA	728322
96.	MCSA	728323
97.	MCSA	728324

SCHEDULE 1

LEASED RAILCARS

	Reporting Marks and Numbers	
98.	MCSA	728325
99.	MCSA	728326
100.	MCSA	728327
101.	MCSA	728328
102.	MCSA	728329
103.	MCSA	728330
104.	MCSA	728331
105.	MCSA	728332
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	Reporting Marks and Numbers	
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171.	MCSA	728398
172.	MCSA	728399

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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 perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/3/08



Robert W. Alvord