


SOVRAN
LEASING CORPORATION

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DEC 22 1989 -11 50 AM

December 19, 1989

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INTERSTATE COMMERCE COMMISSION

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9-358A045

Secretary of the Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

Re: Recordation of Lease Between Sovran Leasing Corporation and Federal Paper Board Company, Inc.

Dear Secretary:

On behalf of Sovran Leasing Corporation, I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code. Such document is a "primary document" as defined in 49 C.F.R. § 1177.1(a).

The document to be recorded is Supplementary Schedule #4-50 dated November 28, 1989 (the "Supplementary Schedule"), to Master Equipment Lease #6863 dated June 10, 1988 (the "Master Lease"), between Sovran Leasing Corporation, as Lessor, and Federal Paper Board Company, Inc., as Lessee (the Supplementary Schedule and the Master Lease hereinafter are referred to collectively as the "Lease"). The Master Lease provides that its terms and conditions shall apply to each supplementary schedule entered into from time to time, properly executed and made subject to such terms and conditions, as if a separate lease were executed for each supplementary schedule. Thus, a certified copy of the Master Lease is enclosed for recording together with the original Supplementary Schedule, which has been acknowledged in the form required by 49 C.F.R. § 1177.3(a)(2).

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

Lessee: Federal Paper Board Company, Inc.
75 Chestnut Ridge Road
Montvale, NJ 07645

Lessor: Sovran Leasing Corporation
Three Gateway Center, Suite 300
Pittsburgh, PA 15222

Secretary of the Interstate
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A description of the equipment covered by the Lease follows:

Twenty (20) 100-Ton 8,253 Cubic Foot Wood Chip Twin Tub Gondola Cars, Specification No. GT-8253-89Q407, consisting of Car Numbers FPBX 531, FPBX 532, FPBX 533, FPBX 534, FPBX 535, FPBX 536, FPBX 537, FPBX 538, FPBX 539, FPBX 540, FPBX 541, FPBX 542, FPBX 543, FPBX 544, FPBX 545, FPBX 546, FPBX 547, FPBX 548, FPBX 550 and FPBX 553.

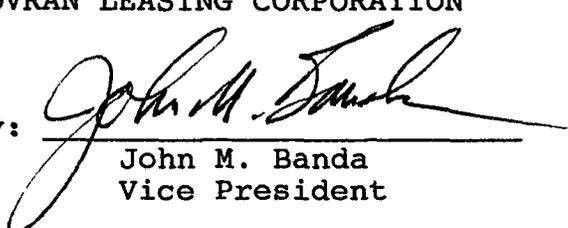
Also enclosed is a check in the amount of \$15.00 in payment of the filing fee for the Lease. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned at Sovran's address as set forth above.

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

Supplementary Schedule #4-50 dated November 28, 1989, to Master Equipment Lease #6863 dated June 10, 1988, between Sovran Leasing Corporation, as Lessor, and Federal Paper Board Company, Inc., as Lessee, covering Twenty (20) 100-Ton 8,253 Cubic Foot Wood Chip Twin Tub Gondola Cars, Specification No. GT-8253-89Q407, consisting of Car Numbers FPBX 531 through FPBX 548, inclusive, FPBX 550 and FPBX 553.

Very truly yours,

SOVRAN LEASING CORPORATION

By: 

John M. Banda
Vice President

ANNEX A
TO SUPPLEMENTARY SCHEDULE # 4-50
TO MASTER EQUIPMENT LEASE # 6863

This Annex A constitutes an integral part of Supplementary Schedule # 4-50 dated November 28, 1989, to the Master Equipment Lease numbered 6863 dated June 10, 1988 (collectively, the "Lease"), between SOVRAN LEASING CORPORATION (the "Lessor") and FEDERAL PAPER BOARD COMPANY, INC. (the "Lessee"). Words and terms which are defined in the Lease shall have the same meanings herein as therein provided.

✓ The following provisions are hereby made a part of and incorporated in the Lease:

For the purpose of
Supplementary Schedule #4-50
SES

(a) Pursuant to the provisions of Paragraph 4 of the Lease, Lessee agrees to comply in all respects with all laws of the jurisdictions in which the Equipment may be operated, with all applicable rules of the Association of American Railroads, and with all laws, rules, regulations and orders of the Department of Transportation and the Interstate Commerce Commission and any other federal, state or local legislative, executive, administrative or judicial body exercising any power of jurisdiction over the Equipment (collectively, "Applicable Laws"). In the event that any Applicable Law requires the alteration of any Equipment, or in case any Equipment or accessory or attachment thereto shall be required to be changed or replaced, or in case any additional or other accessory or attachment is required to be installed on any Equipment in order to comply with Applicable Laws, Lessee agrees to make such alterations, changes, additions and replacements at its own expense; and Lessee agrees at its own expense to use, store, maintain and operate the Equipment in full compliance with the Applicable Laws throughout the term of this Lease.

(b) In addition to its covenants and agreements under Paragraph 4 of the Lease, Lessee agrees that the Equipment will be used primarily in the continental United States and that Lessee will use its best efforts to cause any Equipment which is used outside of the continental United States to remain outside of the continental United States for the shortest possible time.

(c) In addition to its covenants and agreements under Paragraph 3 of the Lease, Lessee agrees that it will, at its expense prior to the delivery and acceptance of any Equipment under the Lease, cause the Lease to be filed and

recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Revised Interstate Commerce Act and the regulations promulgated thereunder.

(d) Pursuant to the provisions of Paragraph 3 of the Lease, Lessor hereby requires and Lessee hereby agrees that:

(i) Lessee shall maintain on each side of each item of Equipment the following identification in block letters not less than two inches high: "SOVRAN LEASING CORPORATION, OWNER-LESSOR", or other appropriate words designated by Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of Lessor to the Equipment and the rights of the Lessor under this Lease;

Lessee *JRS* (ii) ~~Lessee will not place any Equipment in operation or exercise any control or dominion over the same until such names and words shall have been so marked on both sides thereof and will~~ replace promptly any such markings which may be removed, defaced or destroyed;

(iii) Lessee shall maintain on each unit of Equipment the serial and other identifying numbers set forth on the Delivery Certificate and Acceptance Receipt, and Lessee will not change the identifying number of any Equipment except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been delivered to Lessor by Lessee and filed, recorded or deposited by Lessee in all public offices where this Lease or any notice thereof shall have been filed, recorded or deposited; and

(iv) Except as provided in the preceding clauses (d)(i) and (d)(iii), Lessee will not allow the name of any person, corporation or other entity to be placed on any Equipment that might be interpreted as a claim of ownership; provided, however, that Lessee may cause Equipment to be lettered with the names or initials or other insignia customarily used by Lessee on railroad equipment used by Lessee of the same or a similar type for convenience of identification of Lessee's right to use such Equipment as permitted under this Lease.

(e) In lieu of the provisions of the first sentence of Paragraph 14 of the Lease, Lessee hereby agrees as follows:

(i) At the expiration or sooner termination of the Lease Term, Lessee shall return the Equipment to Lessor, free of all Lessee advertising or insignia placed thereon by lessee, in a condition which complies with all

use its best efforts to

install within 45 days of equipment acceptance and

at Santuc, SC or Augusta, GA or at
a location not to exceed 200 miles
from Santuc, SC or Augusta, GA

gjs

Applicable Laws, and in the same operating order, repair, condition and appearance as when originally received by lessee, reasonable wear and tear alone excepted, and Lessee shall pay or reimburse Lessor for the cost of all repairs necessary to restore the Equipment to such condition; and

(ii) At its expense, Lessee shall return the Equipment to Lessor upon railcar storage tracks designated by Lessor, ~~provided, however, that if Lessor so requests, Lessee will defer such return of any or all of the Equipment and will, without expense to Lessor, store such Equipment at Lessee's premises or upon storage tracks subject to Lessee's direction and control, all as approved by Lessor, for a period specified by Lessor and not to exceed ninety days from the date of the expiration or sooner termination of the Lease Term, the obligations of Lessee during such interval with respect to such Equipment being that of reasonable care under all the circumstances; and provided, further, that if Lessor so requests that Lessee store such Equipment pursuant to the immediately preceding proviso clause, then the provisions of the third sentence of Paragraph 14 shall not apply during the period specified by Lessor.~~

as to meet AAR standards

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In the event of any inconsistency between any provision of this Annex A and any other provision(s) of the Lease, the provisions of this Annex A shall be controlling, but only to the extent of such inconsistency.

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If Lessee has not received return directions from Lessor by the Lease Termination Date, then Lessee shall secure storage from the railroad at Lessor's reasonable cost and risk.



SOVRAN LEASING CORPORATION, LESSOR

Three Gateway Center, Suite 300
Pittsburgh, PA 15222

Fair Market Value Purchase Option

Lease No. 6863
Schedule 4-50

WHEREAS, SOVRAN LEASING CORPORATION (hereinafter referred to as "Lessor"), and
FEDERAL PAPER BOARD COMPANY, INC.

located at 75 Chestnut Ridge Road, Montvale, NJ 07645

(hereinafter referred to as "Lessee"), have heretofore on June 10, 1988, entered into a
Lease Agreement (hereinafter called "Lease"), covering certain personal property (hereinafter referred to as "Equipment") described
in the Lease.

NOW THEREFORE, the provisions of the aforementioned Lease notwithstanding, Lessor and Lessee mutually agree that Lessee
has three (3) options at the termination or expiration of the Lease, namely.

- any or
(1) Purchase ~~the less than~~ all of the Equipment for the Equipment's then Fair Market Value, plus applicable taxes
any or all of the equipment
(2) Renew ~~the lease~~ with rental payments based upon the Equipment's then Fair Market Value, plus applicable taxes
any or all of
(3) Return/the Equipment to the Lessor pursuant to Paragraph 14 of the Lease

FEDERAL PAPER BOARD COMPANY, INC.
(LESSEE)

By: [Signature]
Title: Vice President VP
Date: 4/28/89

ACCEPTED:
SOVRAN LEASING CORPORATION
(Lessor)
By: [Signature]
Title: Senior Vice President
Date: November 30, 1989

STATE OF New Jersey)
)
COUNTY OF Bergen) SS:

On this 28th day of November, 1989, before me, personally appeared Jack E. Spengler, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of FEDERAL PAPER BOARD COMPANY, INC., that the seal affixed to the foregoing Supplementary Schedule # 4-50 to Master Equipment Lease #6863 is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation ~~by authority of its Board of Directors,~~ and (s)he acknowledged that the execution of said instrument was the free act and deed of said corporation.

Marlene A Vangelas
Notary Public

(Seal)

MARLENE A. VANGELAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 19, 1991

My Commission expires:

STATE OF Pennsylvania)
)
COUNTY OF Allegheny) SS:

On this 30th day of November, 1989, before me, personally appeared Paul L. Frihse, to me personally known, who being by me duly sworn, says that (s)he is the Senior Vice President of SOVRAN LEASING CORPORATION, that the seal affixed to the foregoing Supplementary Schedule # 4-50 to Master Equipment Lease #6863 is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of said instrument was the free act and deed of said corporation.

Ellen S. DeMone
Notary Public

(Seal)

My Commission expires:

NOTARIAL SEAL
ELLEN S. DeMONE, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 28, 1990
Member, Pennsylvania Association of Notaries