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RECORDATION NO. 10177-D Filed 1425

No. 0-065A020

Date MAR 5 1980

Fee \$ 10.00

ICC Washington, D. C.

MAR 5 1980 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

March 3, 1980

*Model -  
this one is  
10177-D*

Amendment Agreement Dated as of December 1, 1979  
Amending Conditional Sale Agreement  
Filed under Recordation No. 10177 and  
Lease Filed under Recordation No. 10177-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Dow Chemical Company for filing and recordation five counterparts of the following document:

Amendment Agreement dated as of December 1, 1979, among The Dow Chemical Company, as Lessee, Security Pacific Equipment Leasing, Inc., as Vendee, and Metropolitan Life Insurance Company, as Assignee.

The Amendment Agreement amends a Conditional Sale Agreement dated as of February 1, 1979, previously filed and recorded with the Interstate Commerce Commission on March 7, 1979, at 1:40 p.m., Recordation Number 10177 and a Lease of Railroad Equipment, dated as of February 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on March 7, 1979, at 1:40 p.m., Recordation Number 10177-B.

The Amendment Agreement amends Annex B to the Conditional

*Counterparts  
ET Boyce*

Sale Agreement and Schedule A to the Lease to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10177-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all five counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the four remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich

as Agent for The Dow Chemical Company.

Agatha L. Mergenovich  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encl.

ICC FILE COPY

RECORDATION NO. 10177-AD Filed 1425

[CS&M Ref. 1571-124]

MAR 5 1980 -9 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 1, 1979, among SECURITY PACIFIC EQUIPMENT LEASING, INC. (the "Vendee"), THE DOW CHEMICAL COMPANY (the "Lessee") and METROPOLITAN LIFE INSURANCE COMPANY (the "Assignee").

WHEREAS the Vendee, ACF INDUSTRIES, INCORPORATED, and RICHMOND TANK CAR COMPANY (the "Builders"), have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment dated as of February 1, 1979 (the "CSA Assignment");

WHEREAS the Builders have been paid in full for the railroad equipment delivered under the CSA and the Builders have no further interest in the CSA or the CSA Assignment;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 7, 1979, at 1:40 p.m. and were assigned recordation numbers 10177, 10177-A, 10177-B and 10177-C, respectively;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto, but such units were in fact not delivered and accepted pursuant to the terms thereof on or before June 28, 1979;

WHEREAS according to the terms of Article 3 of the CSA, such units of railroad equipment as were not delivered and accepted on or prior to June 28, 1979, are excluded from the CSA and the Lease; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equip-

ment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

- 1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
- 2. Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
- 4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
- 5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

SECURITY PACIFIC EQUIPMENT LEASING, INC.,

[Corporate Seal]

by Charles D. Pearce  
Executive Vice President

Attest:

Mae J. Miller  
Assistant Secretary

THE DOW CHEMICAL COMPANY,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

METROPOLITAN LIFE INSURANCE  
COMPANY,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

by

\_\_\_\_\_  
Associate General Counsel

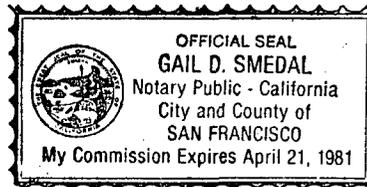
STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO,)

On this *20th* day of *FEBRUARY* 1980, before me personally appeared *CHARLES D. PEARCE*, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of SECURITY PACIFIC EQUIPMENT LEASING, INC., that one of the seals affixed to the foregoing instrument 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Gail D. Smedal*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires *4/21/81*



STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF MIDLAND,)

On this \_\_\_\_\_ day of \_\_\_\_\_ 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires



Annex B  
to  
Conditional Sale Agreement

Type	AAR Mechanical Designation	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Estimated Time and Place of Delivery
ACF								
Proprylene Oxide Pressure Tank Car	78-OEO-148	Milton, Pa.	23-March 38-April <u>13-May</u> 74	DOWX3454-3527	\$51,500	\$ 3,811,000	March-May 1979, at Milton, Pa.	
General* Service Tank Car	78-OEO-149	Milton, Pa.	35-March 14-April <u>11-May</u> 60	DOWX6420-6479	41,000	2,460,000	March-May 1979, at Milton, Pa.	
10,250 gallon nominal capacity								
Plastics* Covered Hopper Car	SCL-CF-SS1	Huntington, W. Va.	26-April 26-May <u>52</u>	DOWX5455-5506	41,700	2,168,400	April-May 1979, at Huntington, W. Va.	
5,700 cu. ft. nominal capacity								
Plastics* Covered Hopper Car	SCL-CF-SS2	Milton, Pa.	12-March	DOWX5516, 5543, 5544, 5557, 5561-5568	39,000	468,000	March 1979, at Milton, Pa.	
5,250 cu. ft. nominal capacity								
			198			\$8,907,400		

\* Some or all of these units will be lined.

Annex B  
to  
Conditional Sale Agreement

Type	AAR Mechanical Designation	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Estimated Time and Place of Delivery
Richmond Tank Car Company								
General* Service Tank Car	T	2958-TS	Sheldon, Texas	70-March <u>20-April</u> 90	DOWX6000- 6089	\$48,945	\$ 4,405,050	March-April 1979, at Sheldon, Texas
23,100 gallon nominal capacity								
General* Service Tank Car	T	2959-TS	Sheldon, Texas	16-March <u>63-April</u> <u>57-May</u> 136	DOWX6090- 6225	47,350	6,439,600	March-May 1979, at Sheldon, Texas
20,000 gallon nominal capacity								
						Estimated Lining Costs	\$10,844,650	
						Estimated Freight Costs	506,550	
							<u>352,800</u>	
							<u>\$20,611,400</u>	

\* Some or all of these units will be lined.

Exhibit B

Schedule A To Lease

Type	AAR Mechanical Designation	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Estimated Time and Place of Delivery
ACF	T	78-OBO-148	Milton, Pa.	23-March 38-April 13-May <u>74</u>	DOWK3454-3527	\$51,000	\$ 3,811,000	March-May 1979, at Milton, Pa.
	T	78-OBO-149	Milton, Pa.	35-March 14-April 11-May <u>60</u>	DOWK6420-6479	41,000	2,460,000	March-May 1979, at Milton, Pa.
	LO Hopper	SCL-CF-SS1	Huntington, W. Va.	26-April 26-May <u>52</u>	DOWK5455-5506	41,700	2,168,400	April-May 1979, at Huntington, W. Va.
	LO Hopper	SCL-CF-SS2	Milton, Pa.	12-March	DOWK5516, 5543, 5544, 5557, 5561-5568	39,000	468,000	March 1979, at Milton, Pa.
				<u>198</u>			<u>\$8,907,400</u>	

\* Some or all of these units will be lined.

Schedule A To Lease  
(Continued)

Type	AAR Mechanical Designation	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Estimated Time and Place of Delivery
<u>Richmond Tank Car Company</u>								
General* Service Tank Car 23,100 gallon nominal capacity	T	2958-TS	Sheldon, Texas	70-March 20-April 90	DOWX6000-6089	\$48,945	\$ 4,405,050	March-April 1979, at Sheldon, Texas
General* Service Tank Car 20,000 gallon nominal capacity	T	2959-TS	Sheldon, Texas	16-March 63-April 57-May 136	DOWX6090-6225	47,350	6,439,600	March-May 1979, at Sheldon, Texas
				<u>226</u>			<u>\$10,844,650</u> 506,550 <u>352,800</u>	
				<u>424</u>			<u>\$20,611,400</u>	

\* Some or all of these units will be lined.