



THE DOW CHEMICAL COMPANY

14795 A

September 30, 1985

RECORDATION NO. 14795 Filed 1425

OCT 1 1985 -10 35 AM

WILLARD H. DOW CENTER
ANN ARBOR, MICHIGAN 48640

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20420

RECORDATION NO. 14795 A Filed 1425

Date 10/11/85
Fee \$ 30.00

OCT 1 1985 -10 35 AM

ICC Washington, D. C.

Dear Secretary:

INTERSTATE COMMERCE COMMISSION

Please find enclosed an executed original and one copy of each document described and enumerated in (A) and (B) below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. Each copy is certified in accordance with the affidavit procedure specified in 49 C.F.R. Sec. 1177.3(b). Please record both documents (together with the Exhibits attached thereto) under the same number as described in 49 C.F.R. Sec. 1177.3(d).

(A)

(i) Type of Agreement: Master Lease (a primary document as defined in 49 C.F.R. Sec. 1177.1(a)) with Exhibits A-I attached thereto together with an executed copy of each Exhibit.

(ii) Description of the Equipment: Seven Anhydrous HCl Tank Cars with the following serial numbers:

- 1. DOWX 80500
- 2. DOWX 80501
- 3. DOWX 80502
- 4. DOWX 80503
- 5. DOWX 80504
- 6. DOWX 80505
- 7. DOWX 80506

(iii) Parties to the Agreement:

Lessor: Whitewood Credit Corporation, a Colorado Corporation with its principal place of business at 2995 Baseline Road, Boulder, Colorado 80302.

C. Ann Bayne - Colleen Shannon

Lessee: The Dow Chemical Company, a Delaware Corporation with its principal office and place of business at 2030 Willard H. Dow Center, Midland, Michigan 48674.

(iv) Party to whom original document should be returned:

Winthrop, Stimson, Putnam & Roberts
40 Wall Street
New York, New York 10005
Attention: Peter F. Wojnar

(v) Amount of fee: Ten dollars (\$10)

(vi) Summary of the documents:

The Master Lease does not, by itself, constitute a lease but was executed for identification solely for purposes of being incorporated by reference into leases in the particular form of Equipment Schedules. Equipment Schedule No. 1 attached as Exhibit A to the aforementioned Master Lease, will, when executed, constitute the operative lease (the "Lease") with respect to the railcars described in (A)(ii) hereto.

As security for an enabling loan to lessor Whitewood Credit Corporation, Irving Trust Company, a New York Corporation with its principal place of business at One Wall Street, New York, New York 10005

(i) has received a purchase money security interest in the railcars described in Equipment Schedule No. 1 and (ii) has taken possession of the Lessor's Copy of the Lessee. Such Lease together with the Note executed by Lessor evidencing the indebtedness arising from the aforementioned enabling loan constitutes "chattel paper" under the Uniform Commercial Code.

(B)

(i) Type of Agreement: Participation Agreement (a primary document as defined in 49 C.F.R. Sec. 1177.1(a)) with Exhibits A-D attached thereto together with an executed copy of each Exhibit.

(ii) Description of the equipment: See (A)(ii) of this letter.

(iii) Parties to the Agreement:

Lender: Irving Trust Company
Lessor: Whitewood Credit Corporation
Lessee: The Dow Chemical Company
Guarantor of Lessor: Capital Associates International, Inc. a Colorado Corporation and the sole shareholder of Whitewood Credit Corporation is a signatory only of the Guarantee Agreement (Exhibit D to the Participation Agreement) between Capital Associates International, Inc. and Irving Trust Company.

(iv) Party to whom original document should be returned:

Winthrop, Stimson, Putnam & Roberts
40 Wall Street
New York, New York 10005
Attention: Peter F. Wojnar

(v) Amount of fee: Ten dollars (\$10)

(vi) Summary of the Documents:

The Participation Agreement is a tri-party agreement between Irving Trust Company, Whitewood Credit Corporation, and The Dow Chemical Company stating, inter alia, the conditions precedent to the effectiveness of the lending commitment of Irving Trust Company under the Loan and Security Agreement (attached as Exhibit C to the Participation Agreement).

The Loan and Security Agreement contains Whitewood Credit Corporation's grant of a security interest in the railcars and in the stream of rental payments due under the Lease.

The Guarantee Agreement (attached as Exhibit D to the Participation Agreement) contains the guarantee of Capital Associates International, Inc. to repay any indebtedness owed by its wholly-owned subsidiary, Whitewood Credit Corporation, to Irving Trust Company.

Cordially,



Janet S. VanAlsten
Attorney
The Dow Chemical Company

COPY

Lease Original
14795
RECORDED NO. _____ FILED YES

MASTER LEASE AGREEMENT

OCT 1 1985 -10 35 AM

INTERSTATE COMMERCE COMMISSION

MASTER LEASE AGREEMENT (the "Master Lease") dated as of September 20, 1985, by and between WHITEWOOD CREDIT CORPORATION (hereinafter called "Lessor") having its principal office and place of business at 2995 Baseline Road, Boulder, Colorado 80302, and THE DOW CHEMICAL COMPANY (hereinafter called "Lessee"), having its principal office and place of business at 2030 Willard H. Dow Center, Midland, Michigan 48674.

IN CONSIDERATION of the mutual agreements hereinafter set forth and the payment of rent as herein provided for, the parties hereto agree as follows:

1. PROPERTY LEASED.

This Master Lease contemplates that Lessor shall rent, demise and lease to Lessee tangible personal property (the "Equipment"), in accordance with particular equipment schedules as the same may be agreed upon by Lessee and Lessor from time to time ("Equipment Schedule"), each Equipment Schedule incorporating the terms of this Master Lease by reference. Each Equipment Schedule incorporating the terms of this Master Lease, except as stated in particular Equipment Schedule, shall be independent of all the other Equipment Schedules and shall constitute in itself a complete lease. This Master Lease does not in itself constitute a lease and has been executed for identification solely for purposes of being incorporated by reference into leases in the particular form of Equipment Schedules and the original signatures on the Equipment Schedule itself shall be the original signatures evidencing execution of such lease. In the event of a conflict between this Master Lease and any particular Equipment Schedule, the terms of the particular Equipment Schedule shall prevail.

2. DEFINITIONS.

(a) The "Installation Date" means the date determined in accordance with the respective Equipment Schedule.

(b) The "Commencement Date" means, as to the Equipment designated on any Equipment Schedule, that date on which the initial term ("Initial Term") of the Lease shall begin, which shall be specified in each Equipment Schedule.

(c) "Item" or "Item of Equipment" means any individual item or items comprising the Equipment identified in an Equipment Schedule by a serial number or other designation.

(d) "Lease" shall refer to the applicable Equipment Schedule, which incorporates the terms and conditions of this Master Lease.

(e) "Manufacturer" shall refer to the manufacturer of the Equipment in each applicable Equipment Schedule.

3. TERM AND RENEWAL.

3.1 Term. The term of this Master Lease shall commence on the date set forth above and shall continue in effect thereafter so long as any Equipment Schedule entered into pursuant to this Master Lease remains in effect.

With respect to each Lease:

(a) Lessee shall execute and deliver to Lessor a Certificate of Acceptance substantially in the form annexed hereto as Exhibit B which shall be conclusive that Lessee finds the Item of Equipment complete, in good working order and condition and satisfactory for its requirements.

(b) The term of each Lease as to all or any Item of Equipment designated on any Equipment Schedule shall commence on the Installation Date for such Equipment, and shall continue for an initial period to but not including the Commencement Date (the "Interim Term") and thereafter continuing from the Commencement Date and for that period of time as is specified on the applicable Equipment Schedule (the "Initial Term").

(c) In the event that Lessee shall refuse or be unable for any reason to accept delivery and installation of the Equipment or any part thereof, other than for reason of the supplier failing to supply the Equipment in satisfactory order and condition or through fault of Lessor, Lessor shall be entitled to terminate this Lease on the relevant Item or Items at any time within one month thereafter by notice in writing, provided that Lessee shall assume all purchase obligations which Lessor has incurred, and shall promptly refund to Lessor any amounts expended by Lessor, in connection with the acquisition of such Equipment.

(d) In the event that the Commencement Date is after the date as specified in the appropriate Equipment Schedule, or is in the reasonable opinion of Lessor likely to be after such date, then Lessor or Lessee shall be entitled to declare that the respective Lease shall be null and void and in that event neither Lessee nor Lessor shall have any claim against the other, provided that Lessee shall assume all purchase obligations which Lessor has incurred, and shall promptly refund to Lessor any amounts expended by Lessor, in connection with the acquisition of such Equipment.

3.2 Renewal. So long as no Event of Default (as defined hereinafter) shall have occurred and be continuing hereunder, and upon at least ninety (90) days prior written notice to Lessor, Lessee shall have the option at the end of the respective Initial Term or any extension thereof to extend or further extend, as the case may be, the Lease covering

all or any of the Equipment listed in the respective Equipment Schedule on the periodic basis or for an additional fixed term, as both are specified in the appropriate Equipment Schedule (the "Renewal Term"). The Renewal Term shall be upon the same terms and conditions as those of the Initial Term except that where such Renewal Term is for a fixed period of 12 months or more, the rent as set forth in the applicable Equipment Schedule shall be as mutually agreed between the parties and shall be an amount equal to the lesser of the percentage of the rental applicable for the Initial Term which is shown on the Equipment Schedule as the "Renewal Percentage" (if no percentage is shown, the Renewal Percentage shall be 50%), or the fair market rental value of the Equipment on the date of the expiration of the Initial Term for the period of the Renewal Term. The fair market rental value shall be determined in accordance with Section 15.3. Rent during the Renewal Term shall begin to accrue to Lessor beginning upon the commencement of the Renewal Term and shall be due and payable during the Renewal Term and any extensions thereof as specified in the respective Equipment Schedule. Notwithstanding the foregoing, the aggregate of the Initial Term and all Renewal Terms shall be such that the remaining useful life of the Equipment at the end of such terms shall be the greater of one year or 20% of the Equipment's estimated useful life as of the Installation Date.

3.3 Purchase Option. Unless otherwise modified by the appropriate Equipment Schedule and provided that the Lessee is not in default hereunder, Lessee shall have the option upon 90 days prior written notice to Lessor to purchase any Item of Equipment at the end of the Initial Term or any Renewal Term. Such option shall terminate if not exercised within 30 days following the expiration of the Initial Term or Renewal Term. The purchase price for such Item or Items shall be the lesser of (i) the then current fair market value as defined in Section 15.3 or (ii) 50% of the Lessor's original cost of the Equipment upon exercising any option pursuant to this Section 3.3. Lessee shall pay in immediately available funds the agreed upon price and Lessor shall deliver to Lessee all right, title and interest in and to the Item(s) free and clear of all liens.

4. RENT AND PAYMENT.

Rent shall begin to accrue as specified in the Equipment Schedule and Lessee shall pay to Lessor, as rental for the Equipment during the term of the Lease, the amounts set forth in the respective Equipment Schedule, which shall be due and payable on the dates as specified therein (each such date being hereinafter called a "Rent Payment Date"). Lessee shall make an initial payment ("Interim Rent") as specified in the appropriate Equipment Schedule for the Interim Term. Lessee shall make further rent payments ("Basic Rent") as specified in the appropriate Equipment Schedule from the Commencement Date through the end of the Initial Term or any Renewal Term(s). Rent shall be paid to Lessor at the address set forth above or at such other place as Lessor shall designate in writing, or if to an assignee of Lessor, at such place as such assignee shall designate in writing, and shall be paid free and clear of all claims, demands or setoffs against Lessor or such assignee. Whenever any payment (of rent or otherwise) is not made when due hereunder, Lessee shall pay interest on such amount until and including the date of Lessor's receipt of payment, at the rate per annum as specified in the respective Equipment Schedule or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located, whichever is less (the "Overdue Rate").

5. SELECTION; WARRANTY AND DISCLAIMER OF WARRANTIES.

5.1 Selection. Lessee acknowledges, represents and warrants that it has made the selection of the Equipment based on its own judgment and expressly disclaims any reliance upon statements made by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial number and other identifying data of the Equipment.

5.2 Warranty and Disclaimer of Warranties. Lessor warrants to Lessee that, so long as Lessee shall not be in default of any of the provisions of the Lease, neither Lessor, any Assignee, nor Secured Party

(as hereinafter defined in Section 6.4) will disturb Lessee's quiet and peaceful possession of the Equipment and Lessee's unrestricted use thereof for its intended purpose.

LESSOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO AND, AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS".

Lessor shall not be liable, to any extent whatsoever, for the selection, quality, condition, merchantability, suitability, fitness, operation or performance of the Equipment. Without limiting the generality of the foregoing, Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature (including strict liability in tort) caused, directly or indirectly, by the Equipment or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto; or any delay in providing or failure to provide any part thereof, or any loss of business, or any damage whatsoever and howsoever caused except for any such loss caused directly by the negligence or willful misconduct of Lessor, or its agents and representatives.

Lessor hereby appoints Lessee as Lessor's agent to assert, during the term of the applicable Lease, any right Lessor may have to enforce the manufacturer's warranties, if any; provided, however, that Lessee shall indemnify and hold Lessor or its assignee harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith.

6. TITLE AND ASSIGNMENT.

6.1 Title. Nothing contained in any Equipment Schedule shall give or convey to Lessee any right, title or interest in or to the Equipment, except as a Lessee as set forth therein and Lessee represents and agrees that Lessee shall hold the Equipment subject and subordinate to the rights of the owner, Lessor, any Assignee and any Secured Party (as defined in Section 6.4) and Lessee shall furnish Lessor with such documentation as Lessor shall reasonably require with respect thereto.

Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule showing the interest of Lessor, any Assignee and any Secured Party in the Equipment to be filed and Lessee agrees to execute and deliver Uniform Commercial Code financing statements or such other financing statements as specified in the applicable Equipment Schedule as may be reasonably requested by Lessor, Secured Party or Assignee to perfect its respective interest in the Equipment.

Lessee shall, at its expense, protect and defend Lessor's title as well as the interest of any Assignee and any Secured Party against all persons claiming through Lessee and shall at all times keep the Equipment free and clear from any legal process, liens or encumbrances whatsoever (except any placed thereon by Lessor) and shall give Lessor immediate written notice thereof and shall indemnify and hold Lessor, any Assignee and any Secured Party harmless from and against any loss caused thereby.

6.2 Assignment, Sublease or Relocation by Lessee. If no Event of Default (as defined hereafter) or an event which but for the lapse of time or the giving of notice or both would be such an Event of Default shall have occurred and be continuing, Lessee may (i) sublease any Item of Equipment or assign its rights hereunder with respect to any such Item (x) to a corporation which is a subsidiary of Lessee or of which 50% or more of

its issued and outstanding shares of capital stock are owned, directly or indirectly by Lessee, (y) to any other person upon Lessor's prior written consent, and (z) as otherwise specified in the applicable Equipment Schedule, or (ii) relocate the Equipment to any location, within the United States upon Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee agrees to promptly pay upon presentation to Lessee of evidence supporting such cost any and all out-of-pocket expenses, claims, demands and liabilities of whatever nature relating to or in any way arising out of such sublease, assignment or relocation (including but not limited to any additional property taxes or other taxes and any additional expenses of insurance coverage) and all out-of-pocket costs, damages, charges, attorney's reasonable fees and expenses arising out of or necessitated by such sublease, assignment or relocation, and Lessee shall indemnify and hold harmless each party to the sublease, assignment or relocation against any and all such expenses, claims, demands, and liabilities. Any assignment or sublease shall be made expressly subject and subordinate to the terms of this Lease and Lessee shall assign its rights under said sublease or assignment to Lessor, any Assignee and any Secured Party as additional collateral and security for Lessee's obligations hereunder. In the event of a sublease, assignment or relocation, Lessee, its sublessee, or its assignee, if any, shall cooperate with Lessor in taking all reasonable measures to protect the title of Lessor or any Assignee and the interest of any Secured Party to and in the Equipment. No sublease, assignment or relocation permitted hereunder shall relieve Lessee from any of its obligations under this Lease.

6.3 Relocation for Lessee by Lessor. Notwithstanding the foregoing, Lessee may request that Lessor at any time on or after the sixth (6th) month of the Initial Term of any Equipment Schedule on at least 60 days' prior written notice, use its best efforts to relocate the Equipment being leased from Lessor thereunder from the initial location to another location of Lessee within the United States, provided that all costs of such relocation and all other related costs of any nature whatsoever (including any additional property taxes or other taxes and any additional expenses of

insurance coverage) shall be promptly paid by Lessee upon presentation to Lessee of evidence supporting such costs, and further provided that the Secured Party or Assignee, if any, has granted its consent thereto which consent shall not be unreasonably withheld. If Lessor is unable to deliver the Equipment because of an act of God or any contingency, delay, failure or other cause beyond the control of Lessor, then Lessor shall not be liable for such failure during the period of and to the extent of said disability. If said disability shall prevent or interfere with the shipment of the Equipment by the carrier which Lessor would ordinarily have used, said shipment shall not be made by a more costly carrier unless Lessee shall advise Lessor that Lessee will assume and pay said additional costs. The rental term for said relocated Equipment shall be the remaining balance of the original Initial Term, and Lessee shall be responsible for deinstallation and reinstallation cost in connection therewith. Notwithstanding any relocation, the Basic Rent shall not abate with respect to the Equipment. Lessor reserves the right to field transfer the installed Equipment or physically replace it with appropriate equivalent Item(s).

6.4 Assignment by Lessor. Lessee acknowledges and understands that the terms and conditions of each Equipment Schedule have been fixed by Lessor in anticipation of its ability to sell and assign its interest or grant a security interest under each Equipment Schedule and the Equipment listed therein in whole or in part to a security assignee which shall be a state or federal chartered bank or insurance corporation or such other entity approved by Lessee, such approval not to be unreasonably withheld (the "Secured Party"), for the purpose of securing a loan to Lessor. Lessor may also sell and assign its rights as owner and lessor of the Equipment under any Equipment Schedule to an assignee (the "Assignee") which may be represented by a bank or trust company acting as a trustee (the "Owner Trustee") for the Assignee. After such assignments the term "Lessor" shall mean, as the case may be, such Assignee or Owner Trustee and any Secured Party. The Lessee hereby consents to and shall acknowledge such assignment or assignments as shall be designated by written notice,

substantially in the form of Exhibit F annexed hereto and made a part hereof, given by Lessor to Lessee and further covenants and agrees that:

(a) Any such Secured Party shall have and be entitled to exercise any and all discretions, rights and powers of Lessor hereunder or under any Equipment Schedule, but such Secured Party shall not be obligated to perform any of the obligations of Lessor hereunder or under any Equipment Schedule, other than Lessor's obligation not to disturb Lessee's quiet and peaceful possession of the Equipment and unrestricted use thereof for its intended purpose during the term hereof so long as Lessee is not in default of any of the provisions hereof;

(b) Lessee will pay all rent and any and all other amounts payable by Lessee under any Equipment Schedule to such Secured Party as shall be designated by written notice by Lessor to Lessee substantially in the form of Exhibit E hereto and made a part hereof, notwithstanding any defense, reduction, abatement, set-off, counterclaim, recoupment or claim of whatever nature, whether by reason of breach of such Equipment Schedule or otherwise which it may or might now or hereafter have as against Lessor (Lessee reserving its right to have recourse directly against Lessor on account of any such defense, reduction, abatement, set-off, counterclaim, recoupment or claim);

(c) Subject to and without impairment of Lessee's leasehold rights in and to the Equipment, Lessee holds the Equipment for such Secured Party to the extent of such Secured Party's rights therein. Notwithstanding the foregoing, upon expiration of the Initial Term or any extension thereof, if any, Lessee shall return the Equipment pursuant to Section 10 hereof upon the direction of Lessor; and

(d) Notwithstanding any assignment of Lessor's rights hereunder to an Assignee, Secured Party or any other person or

entity, Lessor agrees that it shall remain principally responsible and obligated to perform all of the Lessor's obligations and agreements hereunder.

7. NET LEASE; TAXES AND FEES.

7.1 Net Lease. Lessor and Lessee acknowledge and agree that each Lease constitutes a net lease and that Lessee's obligation to pay all rent and any and all amounts payable by Lessee under any Equipment Schedule shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever, and that such payments shall be and continue to be payable in all events.

7.2 Taxes and Fees. Lessee covenants and agrees to pay when due or reimburse and indemnify and hold the Lessor harmless from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties not arising from negligence on the part of Lessor) now or hereafter imposed or assessed during the term of each Lease against Lessor, Lessee, or any Item of Equipment by any federal, state or local governmental authority upon or with respect to the Equipment or upon the ordering, purchase, ownership, delivery, leasing, possession, use or operation thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only federal, state or local taxes based on or measured by the net income of Lessor). Notwithstanding the foregoing, if so specified in the Equipment Schedule, Lessor shall be responsible for the filing of all personal property tax returns in respect of the Equipment and shall pay all taxes indicated thereon. Lessee shall reimburse Lessor for all such taxes within ten (10) days of notice of receipt of Lessor's invoice therefor, provided, that Lessor shall allow Lessee to review such returns before they are filed and before payment is made. Lessee's obligation to reimburse is conditional upon this review.

8. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS; AND INSPECTION BY LESSOR.

8.1 Care, Use and Maintenance. Lessee shall, at its sole expense, at all times during the term of each Equipment Schedule, maintain the Equipment in good operating order, repair, condition and appearance and protect the Equipment from deterioration, other than normal wear and tear. Lessee shall not use the Equipment for any purpose other than that for which it was designed.

8.2 Alterations, Attachments and Enhancements. Except as otherwise provided in the applicable Equipment Schedule, Lessee will not, without written consent of Lessor, affix or install any accessory, equipment or device on the Equipment or any Item of Equipment leased hereunder which will either impair the originally intended function or use of such Equipment or any Item of Equipment or cannot be readily removed without causing material damage to such Equipment or any Item of Equipment. All such accessories, equipment and devices furnished, attached or affixed to the Equipment or any Item of Equipment shall thereupon become the property of Lessor (except such as may be readily removed without causing material damage to the Equipment). Lessor agrees that certain alterations shall be considered enhancements ("Enhancements") to the Equipment and Lessor shall offer to lease and finance such Enhancements for additional rent and on terms and conditions as defined in the Equipment Schedule. Lessee will not, without written consent of Lessor and subject to such conditions as Lessor may impose for its protection, affix the Equipment to any real property if, as a result thereof, the Equipment will become a fixture under applicable law.

8.3 Inspection by Lessor and Certificate. Upon the request of Lessor, Lessee shall, at reasonable times during business hours and subject to Lessee's normal security, safety and confidentiality regulations, make the Equipment available to Lessor for inspection at the place where it is normally located and shall make Lessee's log and maintenance records pertaining to the Equipment available to Lessor for inspection.

On or before April 15 in each year, commencing with the year 1987, the Lessee will furnish to the Lessor and any assignee hereof an accurate statement, as of the preceding December 31, (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a loss during the preceding 12 months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as the Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 11 hereof shall have been preserved or replaced.

9. REPRESENTATIONS AND WARRANTIES OF LESSEE AND LESSOR.

9.1 Representations and Warranties by Lessee. Lessee hereby represents, warrants and covenants that, with respect to the Master Lease and each Equipment Schedule executed hereunder:

(a) The execution, delivery and performance thereof by Lessee have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Master Lease and each Equipment Schedule constitute legal, valid and binding agreements of Lessee enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

(e) Lessee shall furnish, upon request by Lessor, financial statements for the most recent period.

9.2 Representations and Warranties by Lessor. Lessor hereby represents, warrants and covenants that, with respect to the Master Lease and each Equipment Schedule executed hereunder:

(a) The execution, delivery and performance thereof by Lessor have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Master Lease and each Equipment Schedule constitute legal, valid and binding agreements of Lessor enforceable in accordance with their respective terms.

(d) Lessor shall furnish, upon request by Lessee, audited financial statements for the most recent period.

10. DELIVERY AND RETURN OF EQUIPMENT.

Lessee hereby assumes the full expense of transportation and risk of loss with respect to transporting the Equipment to Lessee's premises and any installation thereat of the Equipment. Upon termination of the Lease (by expiration or otherwise) with respect to each Item of Equipment, Lessee shall, at Lessee's expense, either (i) suitably package the Equipment and deliver the Equipment to Lessee's nearest shipping dock to such carrier as shall be designated by Lessor or (ii) as otherwise specified in the applicable Equipment Schedule. Lessor shall bear all costs of loading and shipment from the point of return. The Equipment shall be returned to Lessor in the same operating order, repair, condition and appearance as on the Installation Date, except for reasonable wear and tear. At the time of such delivery to such carrier and except as provided above, Lessee shall have no further obligation to Lessor in respect of the Equipment, except as to those obligations which expressly survive the termination of the Lease.

11. LABELING.

Unless otherwise specified in the Applicable Equipment Schedule, Lessee covenants and agrees that, upon the request of Lessor, it shall cause the Equipment to be plainly, permanently and conspicuously marked, by stenciling, or by metal tag or plate affixed thereto as supplied by Lessor, indicating Lessor's interest in the Equipment. Lessee shall replace any such stenciling, tag or plate which may be removed or destroyed or become illegible. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor.

12. INDEMNIFICATIONS.

12.1 Loss Indemnification. Lessee shall and does hereby indemnify and hold Lessor, any Assignee and Secured Party harmless from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the ownership, selection, possession, leasing, renting, operation, control, use, storage, maintenance or delivery of the Equipment. Notwithstanding the foregoing, Lessee shall not be responsible under the terms of this Section 12.1 to a party indemnified hereunder for any claims, costs, expenses, damages and liabilities occasioned by the negligence or willful misconduct of such indemnified party or by a breach of any representation, warranty or covenant of such indemnified party set forth in this Master Lease, or any Equipment Schedule, certificate or other document related thereto.

12.2 Tax Indemnification.

(a) Each Lease has been entered into on the basis that Lessor or the Assignee (the term "Lessor" shall include such Assignee as the case may be) will be considered the owner and lessor of the Items of Equipment covered by the applicable Equipment Schedule, and Lessor

will be entitled to the following tax benefits (the "Tax Benefits") for the purpose of determining its federal tax liability under the Internal Revenue Code of 1954, as amended (the "Code"):

(1) Unless otherwise specified in the applicable Equipment Schedule, the Items are 5-year recovery property as defined in Section 168(c)(2) of the Code and Lessor will be entitled to 100% of the deduction in each recovery year for such recovery property placed in service during the calendar year as specified in the appropriate Equipment Schedule as provided by Section 168(a) and (b) of the Code ("Recovery Deduction");

(2) Lessor will be entitled to 100% of the deduction under Section 163 of the Code, if applicable, for any and all interest paid or accrued by Lessor in accordance with Lessor's method of accounting for tax purposes with respect to any indebtedness incurred by Lessor in financing its purchases of the Items ("Interest Deduction").

(b) Lessee represents and agrees that with respect to the items specified in the applicable Equipment Schedule (and unless otherwise stated therein) that to the best of Lessee's knowledge, (i) the Items constitute recovery property as defined in Section 168(c)(1) of the Code which will qualify for the Recovery Deduction provided by Section 168(a); and, (ii) at the time Lessor becomes the owner of the Items, Tax Benefits will not have been claimed by Lessee, its subsidiaries or affiliates with respect to the Items.

Lessee further represents and agrees that neither it nor any member of the Lessee Group (as defined below) will at any time take any actions or file any returns or other documents: (1) inconsistent with the foregoing, or (2) which would increase the amount of rentals required to be reported as income by Lessor over the amount specified

to be payable under the Lease on the dates due thereunder (except as may be specifically otherwise provided in the Lease). Lessee further agrees to file such returns, take such actions and execute such documents as may be reasonable and necessary to accomplish the foregoing. The "Lessee Group" includes Lessee and any party related to Lessee within the meaning of Section 1504 of the Code.

(c) If as a result of any act, omission or misrepresentation on the part of Lessee, Lessor shall lose, shall not have, or shall lose the right to claim (other than for the reasons set forth in (e) below), or shall suffer a disallowance of or recapture of all or any portion of such deductions, credits and other benefits including, without limitation, the Interest Deduction, or the Recovery Deduction as are provided to an owner of property with a marginal federal income tax rate equal to Lessor's marginal federal income tax rate, as would be provided to such owner of property with respect to an Item of Equipment ("Loss"), then the rents, Stipulated Loss Values and Termination Values applicable to such Item shall, on and after the next succeeding Rent Payment Date after written notice to Lessee by Lessor that a Loss has occurred, be increased by such amount for such Item which, after the deduction of all taxes required to be paid by Lessor as a result of such Loss, in the reasonable opinion of Lessor, will cause the Lessor's after-tax rate of return over the term of the Lease in respect of such Item to equal the same return that would have been available if Lessor had been entitled to the full utilization of such deductions, credits and other tax benefits. With respect to a Loss ascertained after the expiration of this Lease, Lessee shall make a lump sum payment to compensate Lessor for such loss. In any event, upon request, Lessor shall make available to Lessee copies of Lessor's calculations to determine the amount of Loss and the resulting increase in the rents, Stipulated Loss Values, Termination Values or the lump sum payment to Lessor.

For purposes of this Section, a Loss shall occur upon the earliest of:

(1) The happening of the act, omission or misrepresentation by Lessee which may cause such Loss;

(2) The payment by Lessor to the Internal Revenue Service of the tax increase resulting from such Loss; or

(3) The adjustment of the tax return of Lessor to reflect such Loss.

(d) Lessor represents and agrees that if the Internal Revenue Service (or any other taxing authority) shall assert any liability for taxes (such assertion being hereinafter called a "Claim"), for which indemnity is given by Lessee, Lessor shall notify Lessee of such Claim in writing within a reasonable time in view of the time for contesting such Claim. Lessee shall have the right of first refusal, including selection of counsel and choice of forum, to contest such Claims on behalf of Lessor, at the Lessee's own expense, unless Lessor shall waive in writing its right to indemnity under this Section 12.2. Lessor will cooperate with any reasonable request made by Lessee in connection with the conduct of such contest; provided, however, that Lessee shall indemnify Lessor on demand for all reasonable costs and expenses incurred by Lessor in connection with contesting such Claim.

(e) Lessor shall be responsible for, and shall not be entitled to a payment under this Section on account of, any Loss due to any reason (other than from an act, omission or misrepresentation on the part of Lessee) including one or more of the following events:

(1) A disqualifying disposition of the Item or Items or the Lease thereof by Lessor prior to any continuing default by Lessee; or

(2) A failure of Lessor to timely or properly claim the Interest Deduction or Recovery Deduction for the Item or Items in the tax return of Lessor; or

(3) A disqualifying change in the nature of Lessor's business or liquidation thereof; or

(4) A foreclosure by any person holding through Lessor of a lien on the Item or Items, which foreclosure results solely from an act of Lessor; or

(5) Any event which by the terms of the Lease requires payment by Lessee of the Stipulated Loss Value or Termination Value, if such Stipulated Loss Value or Termination Value is thereafter actually paid by Lessee, but only to the extent that such payment reimburses Lessor for amounts otherwise payable by Lessee pursuant to this Section; or

(6) The failure of Lessor to have sufficient taxable income against which to apply such Recovery Deduction or Interest Deduction; or

(7) The failure of Lessor to notify Lessee of a claim against Lessor by the Internal Revenue Service, of which Lessor has received notice directly from the Internal Revenue Service, that Lessor is not entitled to all or any portion of the Tax Benefits in sufficient time to permit Lessee to request Lessor to contest such claim.

12.3 Survival. All of Lessor's rights and privileges arising from the indemnities contained in Section 12.2 shall survive the expiration or earlier termination of the Lease with respect to any or all Items leased hereunder, and such indemnities are expressly made for the benefit of, and shall be enforceable by, Lessor, its successors and assigns.

13. RISK OF LOSS AND INSURANCE.

13.1 Risk of Loss. Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment, commencing with the Installation Date and ending upon Lessee's delivery of the Equipment as required in Section 10 above, and no such loss, theft, damage or destruction shall relieve Lessee of any of its obligations under any Lease. In the event the Equipment or any Item of Equipment is damaged, Lessee shall (a) have the damage repaired at its expense, without interruption of payments of rent or (b) if the Equipment or any Item of Equipment so damaged cannot be repaired, then, at Lessor's option, either (x) continue the Lease, without interruption, as if no such damage had occurred, and purchase in Lessor's name equipment of a like kind, manufactured by manufacturer and equivalent in value and function to the Equipment or any Item of Equipment so damaged and pay to Lessor any amounts required by Section 13.2 hereof, or (y) on the next Rent Payment Date pay to Lessor the Stipulated Loss Value applicable to such Equipment or any Item of Equipment and all rent charges and other charges accrued and unpaid to and including the date of such payment.

Upon replacement or payment of the Stipulated Loss Value as provided hereinabove, title to the irreparably damaged Item or Items of Equipment shall transfer to Lessee (or, Lessee's designee as may be required under the provisions of an insurance policy or maintenance agreement provided by Lessee with respect to the Equipment or otherwise) on an "as is" basis without recourse or warranty.

13.2 Insurance and Self-Assumption.

(a) Lessee will, at all times prior to the return of the Equipment to Lessor, at its own expense, carry and maintain or cause to be carried and maintained (i) property insurance with respect to the Equipment; and (ii) public liability insurance with respect to

third party personal and property damage, in each case with no greater deductibles and at least comparable in amounts and against risks customarily insured against by Lessee with respect to equipment it owns or leases similar in nature to the Equipment; provided, however, that Lessee may in any event self-assume with respect to property damage, but not third party personal and property damage, with respect to the Equipment in a manner and to the extent such self-assumption is consistent with the self-assumption practices of Lessee with respect to equipment it owns or leases similar in nature to the Equipment; provided, further, that public liability insurance with respect to third party personal and property damage shall in no event be for an amount less than \$5,000,000 per occurrence. Any policies of insurance carried in accordance with this Section 13.2 shall (i) require thirty (30) days' prior notice to each party hereto of cancellation, invalidation or material change in coverage, (ii) show each party hereto as an additional insured, (iii) provide that such insurance is primary and without right of contribution from any other insurance which might otherwise be available to the Lessor, (iv) provide that in the event of any loss payment under a property policy, the proceeds thereof shall be payable to Lessee and each party thereto as their interests may appear, (v) provide that the insurer shall waive any rights of subrogation against the insured parties, (vi) with respect to third party liability insurance, shall waive any setoff or counterclaim or any other deduction whether by attachment or otherwise, and (vii) include a cross-liability endorsement providing that inasmuch as the policies are written to cover more than one insured, all terms and conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

(b) On or prior to the Installation Date and thereafter not less than five (5) days prior to the expiration dates of the expiring policies required pursuant to this Section 13.2, Lessee shall deliver

to each party hereto certificates of insurance issued by the insurers thereunder or by an insurance broker authorized to bind such insurers evidencing the insurance maintained pursuant to this Section 13.2; provided, however, that if the delivery of any certificate is delayed, Lessee shall deliver an executed binder with respect thereto and shall deliver the formal certificate upon receipt thereof.

14. TERMINATION.

If any Item or Items of Equipment shall be obsolete or surplus to Lessee's requirements, in Lessee's sole judgment, then Lessee may, at its option, upon not less than 90 days prior written notice to Lessor ("Notice of Termination"), terminate this Lease with respect to such Equipment after the First Termination Date as defined in the respective Equipment Schedule or after any succeeding Rent Payment Date for which the Basic Rent installment payment has been made ("Effective Date of Termination") provided that no Event of Default shall have occurred and be continuing.

During the period from the giving of such notice until the Effective Date of Termination, both Lessor and Lessee shall use their best efforts to solicit and to obtain firm written bids for the lease, for a term not to extend beyond the Initial Term, of such Equipment and each shall promptly submit to the other a copy of each and every offer so received by it and the name and address of the party submitting such bid. On the Effective Date of Termination, Lessee shall pay to Lessor an amount equal to the Termination Value of the Equipment so terminated and Lessor shall lease ("New Lease") such Equipment to the bidder named in the highest bona fide written offer (defined as the ~~sale~~ New Lease which produces the highest "Proceeds" as defined below); provided, however, that any such New Lease, and the proposed lessee thereunder, shall be subject to the prior written approval of any assignee of Lessor, which approval Lessee and Lessor agree such assignee may withhold in its reasonable

discretion. The "Proceeds" of such New Lease shall be the present value of its nonterminable future rents discounted at the effective rate of interest committed to in writing by a financial institution that is willing to provide a loan based upon the New Lease, after deducting all reasonable out-of-pocket expenses incurred by Lessor in connection with such New Lease or sale. The Lessor shall reimburse to Lessee in cash from the Proceeds an amount not to exceed the Termination Value. Upon payment of the Termination Value by Lessee, the Lease shall terminate with respect to such Equipment as of the later of the date of such payment or the Effective Date of Termination.

If there shall be no bid for the lease or sale of the Equipment, the Lessee may, within five (5) days prior to the Effective Date of Termination, revoke the Notice of Termination by giving written notice of such revocation to Lessor, thereby continuing all of its obligations under the Lease. If Lessee has not revoked its Notice of Termination and there has been, for whatever reason, no lease or sale of the Equipment on the Effective Date of Termination, Lessee shall pay to Lessor an amount equal to the Termination Value for the Equipment, Lessor shall retain the Equipment, and this Lease and all of Lessee's rights thereunder shall terminate with respect to the Equipment. In any event, Lessee agrees to reimburse Lessor for its reasonable out-of-pocket expenses incurred with respect to Lessor's attempt to lease or sell the Equipment.

Notwithstanding the foregoing, Lessor may elect at any time prior to the Effective Date of Termination not to re-lease or sell the Equipment as provided above. In such event, Lessee shall surrender such Equipment to the Lessor on the Effective Date of Termination and the "Proceeds" of such Equipment shall be computed using the highest bona fide written offer, in the manner set forth above.

The applicable Termination Value of Equipment shall be an amount determined as of the Effective Date of Termination equal to that percentage of the Original Cost of Items of the Equipment as set forth in Exhibit C to the applicable Equipment Schedule.

In the event that during the term of the Lease the Equipment is requisitioned or taken by any Governmental authority under the power of eminent domain or otherwise for a period which does not exceed the remaining term of the Lease, the Lessee's duty to pay rent shall continue for the duration of such requisition or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such Governmental authority as compensation for requisition or taking of possession.

15. DEFAULT.

15.1 Definition. The occurrence of any one or more of the following events (herein called "Events of Default") shall constitute a default under a Lease:

(a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under a Lease as and when the same becomes due and payable and such default continues for a period of five (5) days after notice; or

(b) Default by Lessee in the performance of any other term, covenant or condition of a Lease or the inaccuracy in any material respect of any representation or warranty made by Lessee in such Equipment Schedule or in any document or certificate furnished to Lessor in connection therewith, which default or inaccuracy shall continue for a period of fifteen (15) days after notice; or

(c) The making of an assignment by Lessee for the benefit of its creditors or the admission by Lessee in writing of its inability

to pay its debts as they become due, or the insolvency of Lessee, or the filing by Lessee of a voluntary petition in bankruptcy, or the adjudication of Lessee as a bankrupt, or the filing by Lessee of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation or the filing of any answer by Lessee admitting, or the failure by Lessee to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by Lessee to, or acquiescence by Lessee in, the appointment of any trustee, receiver or liquidator of Lessee of all or any substantial part of the properties of Lessee, or the inability of Lessee to pay its debts when due; or

(d) The failure by Lessee, within sixty (60) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee of all or any substantial part of the properties of Lessee, to vacate such appointment.

(e) The Lessee shall make or permit any unauthorized assignment or transfer of its leasehold interest in the Equipment or any Item of Equipment, or permit the unauthorized possession of any Equipment or any Item of Equipment under the Lease.

For purposes of this Master Lease, a "Continuing Default" shall be defined as a default which Lessee has not remedied within the time periods specified in this section.

15.2 Remedies. Upon the occurrence of any one or more Events of Default, Lessor, at its option, may (1) proceed by appropriate court action

or actions, either at law or equity, to enforce performance by Lessee of the applicable covenants and terms of the applicable Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of the applicable Lease or on account of Lessor's enforcement of its remedies thereunder, or (2) without notice or demand, accelerate the balance of the monthly rentals thereafter accruing under the applicable Lease which together with all rent and other amounts then due shall become immediately due and payable as liquidated damages and not as a penalty. Lessor shall have the right to the extent permitted by law: (i) to recover all sums so due thereunder; (ii) upon reasonable notice to retake possession of the Equipment without any process of law and for such purpose Lessor may enter upon premises where the Equipment may be located and may remove the same therefrom without being liable to Lessee therefor, except that Lessor shall be liable for damages resulting from the fault or negligence of Lessor, Lessor's assignee or their respective agents and representatives in any such entry or repossession; (iii) to sell, lease or otherwise dispose of all or any portion of the Equipment, with the privilege of becoming the purchaser thereof, at public or private sale, for cash or on credit, in which event Lessor shall apply the cash proceeds from any sale or other disposition (less the estimated fair market value of the Equipment at the expiration of the Initial Term or any extension thereof), or the present value (discounted at the Overdue Rate) of rentals under the applicable Lease for a term not to exceed the expiration of the Initial Term or any extension thereof, (all such amounts to be hereinafter called "Proceeds"), less all costs and expenses incurred in connection with the recovery, repair or storage of the Equipment or the transaction itself, against all sums due from Lessee and to the extent and in the manner permitted by law, Lessee shall be liable to Lessor for, and Lessor may recover from Lessee, the amount by which the Proceeds of any such transaction, less the expenses of retaking, storing, repairing and the transaction itself, including reasonable attorneys' fees incurred by Lessor is less than all sums due

from Lessee under this Section 15.2; and (iv) to pursue any other remedy permitted by law or equity.

The above remedies, to the extent permitted by law, any one of which Lessor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Lessee shall reimburse Lessor for all costs and expenses incurred in connection with the enforcement of any right or remedy under such Lease, including reasonable attorneys' fees.

15.3. Fair Market Value and Fair Market Rental Value. Fair market value of the Equipment or any Item of Equipment for the purposes of this Lease shall be determined on the basis of and shall be the aggregate amount which would be obtainable at the expiration of the Initial Term or any extension thereof in an arms length transaction between an informed and willing buyer or user who is under no compulsion to purchase and an informed and willing seller who is under no compulsion to sell. Fair market rental value shall be determined on the basis of that amount which a knowledgeable and willing lessee who is under no compulsion to lease would agree to pay a lessor who is under no compulsion to lease for the Item(s) on the basis of a similar renewal term as that being considered by the Lessee.

16. MISCELLANEOUS.

16.1 Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between Lessor and Lessee with respect to the Equipment, other than as set forth herein and in each Equipment Schedule and that this Master Lease Agreement and each Equipment Schedule contains the entire agreement between Lessor and Lessee with respect thereto. Neither this Master Lease nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

16.2 Further Assurances. Upon the closing date for any Equipment Schedule, Lessee shall execute and deliver, upon the request of Lessor, an opinion of counsel, those exhibits to the Master Lease required, financing statements or such other documents as may be reasonably requested to effect the purposes of this Lease. Lessee shall at any time and from time to time after the execution and delivery of this Lease provide such further assistance as may be necessary in order fully to effect the purposes of this Lease and any assignment hereof.

16.3 No Waiver. No omission, or delay, by Lessor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.

16.4 Binding Nature. Each Lease shall be binding upon, and shall inure to the benefit of Lessor, Lessee and their respective successors, legal representatives and assigns, except, in the case of any Secured Party, to the extent set forth in Subsection 6.4.

16.5 Survival of Obligations. All agreements, representations and warranties contained in this Master Lease and Equipment Schedule or in any document delivered pursuant hereto or in connection herewith shall be for the benefit of Lessor and any Assignee or Secured Party and shall survive the execution and delivery of this Master Lease and the expiration or other termination of this Master Lease.

16.6 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by registered mail to Lessor or Lessee, as the case may be, at the address for such party set forth in the

appropriate Equipment Schedule or at such changed address as may be subsequently submitted by written notice of either party.

16.7 Applicable Law. This Master Lease has been, and each Equipment Schedule shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan.

16.8 Severability. In the event any one or more of the provisions of this Master Lease and/or any Equipment Schedule shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Master Lease and/or any such Equipment Schedule shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

16.9 Counterparts. This Master Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. If Lessor grants a security interest in all or any part of an Equipment Schedule, the Equipment covered thereby and/or sums payable thereunder, only that counterpart Equipment Schedule marked "Lessor's Original" shall be effective to transfer Lessor's rights therein and all other counterparts, other than Lessee's original counterpart, which shall be marked "Lessee's Original", shall be marked "Duplicate" to indicate that they are not the "Lessor's Original". This is a contract of lease only and nothing herein shall be deemed to create a security interest or grant a security interest to Lessor.

16.10 Proprietary Information. Each party agrees that it will not, without first obtaining the other party's written consent, disclose to any person, firm or enterprise, or use for its benefit, any information relating to that party's pricing methods, processes, financial data, lists, apparatus, statistics, programs, research, development or related

information concerning past, present or future business activities of that party which is not in the public domain. Each party shall be liable to the other party for any material disclosure to a third party of any such information.

16.11 Amendments. Lessee and Lessor may amend this Master Lease by setting forth additional terms and conditions as may be mutually agreed upon in writing from time to time.

16.12 Headings. Section headings are for convenience only and shall not be construed as part of this Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease on or as of the day and year first above written.

THE DOW CHEMICAL COMPANY
as Lessee

By: Thomas J. Seaman
Title: Gen. Mgr.

WHITEWOOD CREDIT CORPORATION
as Lessor

By: Gary M. Jack
Title: V.P.

Corporate Form of Acknowledgement

State of Michigan
County of Midland ss.

On this 26th day of Sept., 1985, before me personally appeared Thomas J. Brennan, to me personally known, who being by me duly sworn, says that (s)he is the authorized rep. of The Dow Chemical Company, that the seal 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita A. Bastos
Signature of notary public

My commission expires: Feb. 15, 1987

(seal)

Corporate Form of Acknowledgement

State of Colorado

County of Boulder ss.

On this 26th day of September, 1985, before me personally appeared Gary M. Jacobs, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Whitewood Credit Corporation, that the seal 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra K. Goebel
Signature of notary public

My commission expires: 7/29/87

(seal)

COPY

EXHIBIT A

EQUIPMENT SCHEDULE NO. _____

To Master Lease Agreement Dated as of September 20, 1985.

Lessee: THE DOW CHEMICAL COMPANY

Lessor: WHEATWOOD CREDIT CORPORATION

Address for Notices:

Address for Notices:

Dow Chemical U.S.A.
2020 Willard H. Dow Center
Midland, Michigan 48674
Attention: Treasurer

Wheatwood Credit Corporation
2995 Baseline Road
Boulder, Colorado 80302

Installation Date:

Manufacturer: Union Tank Car Company

<u>Item</u>			<u>Serial</u>		<u>New or</u>		<u>Original Cost</u>
<u>No.</u>	<u>Quantity</u>	<u>Model</u>	<u>Number</u>	<u>Description</u>	<u>Used</u>	<u>Rent</u>	<u>(U.S. \$)</u>

THIS EQUIPMENT SCHEDULE is dated as of _____, by and between WHITEWOOD CREDIT CORPORATION, a Colorado corporation (hereinafter called "Lessor"), having its principal office and place of business at 2995 Baseline Road, Boulder, Colorado 80302, and THE DOW CHEMICAL COMPANY, a Delaware corporation (hereinafter called "Lessee"), having its principal office and place of business at 2030 Willard H. Dow Center, Midland, Michigan 48674, and constitutes a lease of the Equipment described herein.

IN CONSIDERATION of the mutual agreements hereinafter set forth and the payment of rent as provided for, the parties hereto agree as follows:

1. PROPERTY LEASED:

In consideration of the rent to be paid by Lessee and the covenants and agreements of Lessee hereinafter set forth, Lessor hereby rents, demises and lets to Lessee all of the tangible personal property listed on the cover page to this lease.

2. SERIES OF LEASES:

This Equipment Schedule incorporates certain specified lease terms, including definitions, terms and conditions, contained in the Master Lease Agreement between the Lessor and Lessee referred to on the cover sheet (the "Master Lease"), as the same may be amended below, as though set forth herein in their entirety. Certain other terms used herein and beginning with initial capital letters, but not defined in the main part of this instrument, are defined in the Master Lease. This Equipment Schedule is one of a series of Equipment Schedules which Lessor and Lessee expect (but are not obligated) to enter into with respect to tangible personal property incorporating the Master Lease, but, each lease in the series is independent of all the others and constitutes in itself a complete lease. The Master Lease does not itself constitute a lease and has been executed for identification solely for purposes of being incorporated into leases in the form of particular Equipment Schedules. In an event of conflict between the terms of this Equipment Schedule and the Master Lease, the Equipment Schedule shall prevail.

3. ORIGINALS:

This Equipment Schedule shall be executed in two counterparts, a Lessee's original and a Lessor's original, and there shall be no other copies of this particular Equipment Schedule containing the original signatures of the parties. Lessee agrees that it will keep the Lessee's original in its possession and control and such counterpart shall not constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction) no matter who might come to hold it. It is the intention of the parties that Lessor's original shall qualify as chattel paper in the hands of a lender

supplying credit to Lessor on the basis of a security interest in the Equipment Schedule granted by Lessor and it is hereby agreed that no security interest in Lessor's right, title and interest in the lease set forth in this Equipment Schedule may be created or perfected through the transfer or possession of any copy or counterpart other than the Lessor's original which shall be identified as such by being marked "LESSOR'S ORIGINAL" on the cover page of this instrument and on the signature page hereof. It is contemplated by the parties that the Lessee's original shall contain a receipt executed by the banking institution to which Lessor has granted a security interest in Lessor's right, title and interest in this Equipment Schedule, acknowledging receipt by such institution (hereinafter called the "Secured Party") of the Lessor's original and that the Lessor's original shall contain a receipt executed by Lessee acknowledging receipt by Lessee of the Lessee's original. The Lessor's original shall contain a conformed copy of the receipt executed by the Secured Party and the Lessee's original shall contain a conformed copy of the receipt executed by Lessee.

4. INSTALLATION DATE:

Pursuant to Section 2 of the Master Lease the Installation Date for the purposes of this Equipment Schedule is (a) in the case of Equipment which is the subject of a sale and leaseback between Lessor and Lessee, the date upon which Lessor purchases such Equipment from Lessee or (b) in the case of Equipment requiring installation, the earlier to occur of the following: (i) the date determined by the manufacturer or vendor to be the date of installation or (ii) the seventh (7th) day following delivery of the Equipment to the location set forth in Paragraph 6 of this Equipment Schedule.

5. INITIAL TERM:

Pursuant to Section 3 of the Master Lease, Lessor and Lessee agree that the Initial Term of this Equipment Schedule is ten (10) years commencing on _____ (the "Commencement Date"), and shall remain in force until terminated by either party; provided, however, that no such termination shall be effective prior to the expiration of the Initial Term except as provided under Section 14.

6. EQUIPMENT LOCATION:

See Exhibit D.

7. RENEWAL:

For purposes of this Equipment Schedule, at the end of the Initial Term, Lessee shall have the option of renewing the Lease with respect to any or all Items of Equipment for successive Renewal Terms of two years each at the lesser of (a) fair market value or (b) the Renewal Amount determined for the applicable Renewal Term according to the following schedule:

Renewal Term

Renewal Amount

8. OPTION TO PURCHASE:

Section 3.3 of the Master Lease is hereby modified. For the purpose of this Equipment Schedule, Lessee shall have the option to purchase any Item or Items of Equipment at the end of Renewal Term No. ___ at the lesser of fair market value or ___% of the Lessor's original cost of the Item or Items.

9. RENT:

(A) ASSUMED RATE: At the assumed debt rate of 12%, payments under Section 4 of the Lease shall be:

(i) INTERIM RENT: Interim Rent of \$_____ covering the Interim Term based on interest only on the debt portion of the transaction from the Installation Date up to but not including the Commencement Date shall be due and payable on _____.

(ii) BASIC RENT: Basic Rent of _____ payable semi-annually in arrears shall be due during the Initial Term. Basic Rent shall be payable starting on _____, through and including _____.

(iii) OVERDUE RATE: For purposes of this Equipment Schedule, the Overdue Rate shall be the Secured Party's Prime Rate plus 1%.

(B) FLOATING RATE: The amounts shown in Section 9(A) above for Interim Rent and Basic Rent are based on an assumed debt rate of 12% per annum. The actual amount of the Interim Rent and Basic Rent will fluctuate in accordance with the interest payable on the Notes issued pursuant to a certain Loan and Security Agreement between Lessor and Secured Party dated as of _____ ("Security Agreement"), and the interest rates and funding periods selected by Lessor in accordance with the terms thereof.

(i) INTERIM RENT: The actual Interim Rent payable by Lessee on the Commencement Date shall be computed as follows:

That accrued actual interest on the original principal balance of the Note(s) as shall have been determined based on

Lessor's selection of interest rate option(s) and funding period(s) from the Installation Date to but not including the Commencement Date.

(ii) BASIC RENT: The actual Basic Rent payable by Lessee with respect to each semi-annual period of the Initial Term from one Rent Payment Date to the next ("Semi-annual Rent Period") shall be computed as follows:

A fixed principal amortization as defined in the Note(s) between Lessor and the Secured Party will be due and payable each Rent Payment Date, plus all earned and accrued interest on the principal balance during the preceeding Semi-Annual Rent Period based on the actual interest rate option(s) and funding periods selected by the Lessor.

(iii) OVERDUE RATE: For purposes of this Equipment Schedule the Overdue Rate shall be equal to the Secured Party's Prime Rate plus 1%.

(C) ADDITIONAL RENT:

(i) Lessee shall also pay to Lessor on demand, by wire transfer in immediately available funds all other amounts (other than Basic Rent or Interim Rent) which Lessor is required to pay Secured Party under Section B of the Security Agreement or any note issued pursuant thereto, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof. Such amounts shall constitute additional rent ("Additional Rent").

(ii) If, pursuant to the provisions of any loan agreement or note executed by Lessor in connection with the debt financing of the Equipment, Lessor shall be obligated to pay interest to the Secured Party at the end of any funding period which is not a Rent Payment Date, or any amount other than interest or principal reflected in the Basic Rent shall come due on a day which is not a Rent Payment Date ("Interim Amount"), and the Lessor shall elect to borrow as additional loans the amount of such Interim Amount (but without duplicating any amount payable as Basic Rent) Lessee shall pay to Lessor on the next succeeding Rent Payment Date, as Additional Rent and in addition to all other sums due from Lessee to Lessor under this Equipment Schedule, such Interim Amount together with any interest accrued thereon. If Lessor shall not elect to borrow the amount of such Interim Amount, Lessee shall pay to Lessor as Additional Rent such Interim Amount on the date such Interim Amount first becomes due and payable.

(iii) If Lessee shall fail to pay any Additional Rent, Lessor shall have the right to pay the same and shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Basic Rent. With respect to any amount of Basic Rent or Additional Rent not paid when due hereunder, Lessee shall pay to

Lessor interest on such overdue amount at the Overdue Rate. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, Interim Rent and Additional Rent when due, without further notice or demand unless otherwise provided in this Lease.

(D) NET LEASE:

This Equipment Schedule is a net lease and Lessee shall pay to Lessor or to such other person or entity as Lessor, from time to time, may designate, as rent for the Equipment during the Interim Term and the Initial Term, Interim Rent, Basic Rent and Additional Rent, provided however, that such Interim Rent, Basic Rent and Additional Rent shall not be less than the amount necessary to pay principal and interest on any Notes executed by Lessor in connection with the debt financing of the Equipment and shall be sufficient to hold constant the Lessor's before-tax return.

10. SECTION 12.2(a)(1):

The calendar year for the purposes of this Equipment Schedule shall be 1985 and the Items are 10-year recovery property as defined in Section 168(h)(2) of the Internal Revenue Code.

11. STIPULATED LOSS AND TERMINATION VALUES:

See Exhibit C.

12. RENTAL AND PURCHASE PRICE CHANGES:

The Rent set forth in this Equipment Schedule is conditional upon Lessor acquiring the Equipment at a Purchase Price of \$_____ ("Estimated Price"). Lessee agrees that it shall confirm the amount of the rental payable here and after adjustment, if any, in the Certificate of Acceptance or on such other form as Lessor may request, on or before the Installation Date.

13. LATE INSTALLATION OF AN ITEM:

In the event that an Item is installed after the Commencement Date for reasons beyond the control of Lessor, the periodic rent for that Item shall increase after the date of Installation of that Item to compensate Lessor for the reduced Initial Term of the Lease in respect of that Item.

14. LESSOR'S OBLIGATIONS:

At Lessor's option, the Lessor with the prior written consent of Secured Party may terminate the Lease if tax legislation is enacted prior to the Installation Date which would have an adverse effect on the rights or anticipated benefits to Lessor or any Assignee.

15. ACQUISITION OF EQUIPMENT BY LESSOR:

Lessor may appoint Lessee as its Agent to acquire equipment for and on its behalf on the terms and conditions of an Agency Agreement to be executed by the parties substantially in the form annexed to the Master Lease as Exhibit G, or may take an assignment, substantially in the form annexed to the Master Lease as Exhibit H, of a purchase agreement entered into by Lessee or may purchase equipment from Lessee by way of a Purchase Agreement substantially in the form annexed to the Master Lease as Exhibit I and lease that equipment to Lessee on the terms and conditions of the Master Lease and at the rate specified by Lessor.

16. FINANCING STATEMENTS:

Pursuant to Section 6.1 of the Master Lease, Lessee shall file, register or record the Lease, the Notice of Assignment and such other documents as may be required with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act and in such other places within or without the United States as Lessor or Secured Party may reasonably request.

17. SUBLEASE AND ASSIGNMENT:

In addition to the sublease and assignment rights provided in Section 6.2 of the Master Lease, the Lessee shall be entitled to sublease the Items of Equipment to (i) common carrier railroads pursuant to the Lessee's car usage agreements entered into by the Lessee in the ordinary course of its business, and (ii) to such other responsible sublessees as Lessee may choose on a short term (six months or less) basis.

18. CARE, USE AND MAINTENANCE; ALTERATIONS:

In furtherance of its agreement contained in Section 8 of the Master Lease, the Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including, without limitation, the rules of the United States Department of Transportation, the Interstate Commerce Commission and the current Interchange Rules or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time) (the "Interchange Rules") with respect to the use and maintenance of each Item of Equipment subject to this Lease. So long as no Event of Default shall have occurred and be continuing, that Lessee may, in good faith and by appropriate legal proceedings, at its own expense, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not adversely affect the property rights, or interests of the Lessor, in the Equipment.

In case any equipment or appliance is required to be altered, added, replaced or modified on any Item of Equipment in order to comply with such laws, regulations, requirements and rules or any Enhancement is desired, the Lessor will finance such alterations, additions,

replacements, modifications and/or Enhancements and lease them to Lessee on the same terms and conditions herein for a term that is coterminous with the Initial Term or any renewal thereof. The rental payments for such alterations, additions, replacements, modifications and/or Enhancements shall be no greater than 90% of the net present value of their cost based upon the then current interest rate.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense and in a manner no less thorough and complete than is the prudent industry standard for Class I line-haul railroads, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange in accordance with the Interchange Rules and for immediate regular use by a Class I line-haul railroad.

19. CERTIFICATE:

Upon reasonable request, Lessee agrees to prepare and deliver to the Lessor and any assignee or Secured Party within a reasonable time prior to the required date of filing any and all reports (other than income tax returns) to be filed by the Lessor with any Federal, state, or other regulatory authority by reason of the ownership by the Lessor or such assignee of all or any Item of Equipment.

20. RETURN OF EQUIPMENT:

Pursuant to Section 10 of the Master Lease, Lessee shall deliver possession of an Item of Equipment to the Lessor upon such storage tracks as the Lessee may select (which shall be the railhead nearest to a location of the Lessee), or permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 30 days and at the end of such 30-day period deliver such Item of Equipment to Lessor at such location. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

21. LABELLING:

The Lessee will cause each Item of Equipment to be kept numbered with its serial number as set forth on the cover sheet hereto and within 120 days of the date hereof will label, keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"OWNED BY AND LEASED FROM WHITEWOOD CREDIT CORPORATION, AND SUBJECT TO A SECURITY INTEREST RECORDED WITH THE I.C.C."

22. SPECIAL TERMS:

The following additional terms, set forth below or attached hereto, shall be applicable to and shall constitute a part of this Equipment Schedule:

(i) **TERMINATION:** Pursuant to Section 14 of the Master Lease, Lessee shall have the right to terminate with respect to any Item or Item(s) at any time following the _____ year after the Commencement Date (the "Termination Date"), as defined on Exhibit C.

(ii) **INVESTMENT TAX CREDIT:** Lessor warrants that it shall not take an investment tax credit (as defined under Section 38 of the Code) on the Equipment.

THE DOW CHEMICAL COMPANY
as Lessee

WHITEWOOD CREDIT CORPORATION
as Lessor

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ACKNOWLEDGMENT OF RECEIPT *

Receipt on _____, 1985 of the Lessor's original counterpart of the foregoing Lease is hereby acknowledged.

SECURED PARTY:

IRVING TRUST COMPANY

By: _____
Title: _____

* A conformed copy of this receipt may appear in the Lessor's Original, but the original executed copy of this receipt shall be appended to the Lessee's original and kept in Lessee's possession and control as contemplated in the Lease itself.

ACKNOWLEDGMENT OF RECEIPT *

Receipt on _____, 1985 of the Lessee's original counterpart of the foregoing Lease is hereby acknowledged.

LESSEE:

THE DOW CHEMICAL COMPANY

By: _____

Title: _____

* A conformed copy of this receipt may appear in the Lessee's Original, but the original executed copy of this receipt shall be appended to the Lessor's original.

COPY

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

EQUIPMENT SCHEDULE NO. _____

incorporating

Master Lease Agreement dated as of _____ (together, the "Lease") between Whitewood Credit Corporation (the "Lessor"), and The Dow Chemical Company (the "Lessee").

1. Items of Equipment and Lease Terms

The Lessee hereby represents and warrants to Lessor that the following Items of Equipment have been used by Lessee prior to the Date of Acceptance specified below, and such Items of Equipment have been delivered to the location indicated below, tested and inspected by Lessee, found to be in good working order and accepted as Items of Equipment under the Lease for the term and rental indicated below, all on the date indicated below. Furthermore, such Items of Equipment appear to conform to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to new railroad equipment of the character of the Equipment as of the date of this Lease.

Location of Items of Equipment: See Exhibit D.

Date of Acceptance: _____

Description of Equipment:

<u>QTY.</u>	<u>TYPE</u>	<u>MODEL</u>	<u>SERIAL NUMBERS</u>	<u>DESCRIPTION</u>
-------------	-------------	--------------	---------------------------	--------------------

2. Representations by the Lessee

The Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) Lessee has complied with the insurance requirements with respect to the Equipment under the terms of the Lease.

Lessee: THE DOW CHEMICAL COMPANY

By: _____

Its: _____

Date: _____

COPY

EXHIBIT C

STIPULATED LOSS AND TERMINATION VALUES

in respect of

EQUIPMENT SCHEDULE NO. ____

incorporating Master Lease Agreement dated
as of September 20, 1985, by and between

The Dow Chemical Company (Lessee)
and
Whitewood Credit Corporation (Lessor)

The Stipulated Loss and Termination Values as provided for in the Master Lease Agreement shall be the percentage shown below of the Original Cost of Items of the Equipment as set forth in Equipment Schedule No. ____, depending upon the Rent Payment Date on which such Stipulated Loss Value is due. Payment of the Stipulated Loss Value or Termination Value shall be in addition to the Rent Payment for the Equipment, which is then due.

<u>After Rent</u> <u>Payment Date</u>	<u>Percentage of Original Cost</u>	
	<u>Stipulated</u> <u>Loss Value</u>	<u>Termination</u> <u>Value</u>

COPY

EXHIBIT D

EQUIPMENT SCHEDULE NO. —

COPY

Equipment Location Addresses

Serial Number

Location

COPY

~~EXHIBIT E~~

EQUIPMENT LEASE SCHEDULE NO. _____

NOTICE OF ASSIGNMENT

The Dow Chemical Company
2030 Willard H. Dow Center
Midland, MI 48674

Gentlemen:

Re: Equipment Lease Schedule No. _____ incorporating Master Lease Agreement dated as of September 20, 1985 (together, the Lease")

Pursuant to the above captioned Lease between us as Lessor and Lessee covering certain Items of Equipment, please be advised that we, the undersigned Lessor, have assigned to Irving Trust Company ("Secured Party"), and granted a security interest to Secured Party in, said Lease and all the rents and other sums due or to become due or at anytime payable by Lessee pursuant to such Lease, and in the Equipment which is the subject of such Lease.

Lessee is hereby advised that Lessor has agreed not to amend Equipment Schedule No. 1 or the Master Lease with respect to Equipment Schedule No. 1 without the prior written consent of Secured Party. Lessee is hereby directed to make all payments of rent and all other sums due or voluntarily made to Lessor under the Lease to Secured Party by wire transfer to Account No. _____ at the office of Secured Party at the above address or to such other account at such other address as Secured Party may from time to time specify in writing. This direction may not be changed without the Secured Party's prior consent in writing.

Please acknowledge receipt of a copy of this letter and of your agreement to proceed in conformity herewith.

Very truly yours,

The undersigned hereby acknowledges receipt of a copy of the foregoing letter and agrees to proceed in conformity herewith.

WHITEWOOD CREDIT CORPORATION
(LESSOR)

THE DOW CHEMICAL COMPANY
(LESSEE)

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

COPY

EXHIBIT A
COPY

EQUIPMENT SCHEDULE NO. _____

ACKNOWLEDGEMENT OF ASSIGNMENT

Address: _____,
(Lender), and Whitewood Credit Corporation, 2995 Baseline
Road, Boulder, Colorado 80302 (Lessor).

Re: Equipment Schedule No. _____ incorporating Master Lease Agreement dated
as of September 20, 1985, (collectively, the "Lease").

Gentlemen:

The undersigned, Lessee in the Lease, being advised that Lessor under
said Lease has applied to you for a loan of money based on the security
of said Lease, among other security, hereby confirms, as of the date
hereof, the following:

1. That Lessor under said Lease is currently Whitewood Credit
Corporation, 2995 Baseline Road, Boulder, Colorado 80302.

2. That the undersigned is in control of all of the Equipment and
that the same has been duly installed, inspected, approved and fully
accepted by the undersigned as being the Equipment required by the Lease
and as being operative and suitable for the undersigned's purposes in
all respects.

3. That the undersigned is aware of no claim of any kind or nature
in or to the Equipment, or of any lien thereon other than the interest
therein of Lessor, your security interest and our rights thereto under
the Lease.

4. That all representations, obligations and duties of Lessor
intended to cause, or which have caused, the undersigned to enter upon
this Lease whether required by the Lease or otherwise have been
fulfilled.

5. That said Lease is in full force and effect; that there is no
existing default on the part of Lessor in the terms thereof; and that
said Lease has not been amended, modified, supplemented or superseded in
any respect whatsoever.

6. That the undersigned is currently paying rent to Lessor under said Lease and in accordance with its terms, and that no rents have been prepaid except as provided by the Lease; that the undersigned does not now have or hold, nor will it at any time in the future claim, any rights against Lessor which might be setoff or credited against future accruing rents under the Lease.

7. That the undersigned has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the said Lease or of the rents reserved thereunder.

8. That it has received from Lessor notice of assignment to you by Lessor of the Lease and it hereby agrees, until notified by you in writing to the contrary, to make all payments of rent and other payments to which Lessor is entitled under said Lease to you as indicated in such notice of assignment, or at such other address as you may designate, in writing, from time to time; that it recognizes and will continue to recognize you as Lessor as to all rights (but not as to the duties or liabilities except Lessor's duty not to interfere with Lessee's quiet enjoyment of the Equipment for so long as Lessee is not in default under the Lease) of Lessor under the Lease; that if it has received written notice by you that Lessor is in default of its obligations to you as secured party, it shall deliver the Equipment in accordance with your written directions; and that no modification, amendment or addendum to such Lease which would affect your security interest shall be effective without your written consent.

Very truly yours,

THE DOW CHEMICAL COMPANY

By: _____

Its: _____

COPY

EXHIBIT G

EQUIPMENT SCHEDULE NO. ____

AGENCY AGREEMENT

The parties to Equipment Schedule No. ____ incorporating that certain Master Lease Agreement dated as of September 20, 1985 (collectively, "Lease"), namely The Dow Chemical Company ("Lessee"), a Delaware corporation, and Whitewood Credit Corporation ("Lessor"), a Colorado corporation, hereby further agree as follows:

1. Lessee may from time to time and upon written confirmation by Lessor, act as Agent for Lessor in purchasing certain equipment for the account of Lessor which shall then become Equipment as that term is defined in the Lease which shall be leased by Lessor to Lessee on the terms and conditions of the Lease and at the rate specified by Lessor to Lessee, provided that the procedures to be followed in respect of such purchases are as follows:

- (i) Lessee shall notify Lessor and Secured Party of the equipment to be purchased by preparing a notice substantially in the form and substance of the cover page to an Equipment Schedule, identifying the additional items of equipment as such and including all information in respect thereof of the type as is reflected in respect of existing items of Equipment.
- (ii) Lessor shall in writing notify Lessee and Secured Party of the rate applicable to such additional items and of its confirmation of its willingness to proceed.

2. Pursuant to Paragraph 1 above, Lessee shall upon or prior to purchasing any equipment for and on behalf of Lessor, execute and deliver to Lessor an Equipment Schedule, and any other documentation reasonably requested by Lessor pertaining to such equipment.

3. That upon presentation of an appropriate invoice for such equipment purchased for the Lessor's account by Lessee, Lessor will either remit at the closing on such equipment a sum of money in the amount of such invoice to Lessee at the following address:

2020 Willard H. Dow Center
Midland, Michigan 48674
Attention: Dow Chemical U.S.A.,
Treasurer

or will, against presentation of an appropriate invoice, pay the supplier of such equipment directly.

4. That as Agent for Lessor, Lessee at no time has title to or any rights in such equipment other than those described in the Lease provided, however, that Lessee may accept such equipment on behalf of Lessor.

THE DOW CHEMICAL COMPANY
(as Lessee)

WHITEWOOD CREDIT CORPORATION
(as Lessor)

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

COPY

COPY
~~EXHIBIT H~~

This Agreement has no
Exhibit H

COPY

EXHIBIT I

EQUIPMENT SCHEDULE NO. ____

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") made as of the ____ day of _____, between WHITEWOOD CREDIT CORPORATION, a Colorado corporation ("Purchaser"), 2995 Baseline Road, Boulder, Colorado 80302, and THE DOW CHEMICAL COMPANY, a Delaware corporation ("Seller") of 2030 Willard H. Dow Center, Midland, Michigan 48674.

Seller hereby sells and Purchaser hereby purchases the equipment more particularly described on Appendix 1 annexed hereto (the "Equipment"), together with all manufacturer's service agreements and warranties applicable thereto, upon the following terms and conditions.

1. PRICE:

The total purchase price of the Equipment is \$_____ and shall be paid against Seller's tender of a warranty bill of sale for the Equipment.

2. TAXES:

Purchaser warrants that this purchase is for purposes of resale only. Purchaser will not be responsible for payment of any sales taxes imposed upon Seller by taxing authorities by reason of the sale and delivery herein provided for. At Seller's request Purchaser will furnish appropriate sales tax exemption or resale certificates. Any personal property taxes assessed on the Equipment prior to delivery shall be paid by Seller.

3. SHIPPING GROUP ITEMS:

Seller agrees that the following items will accompany the Equipment upon sale to Purchaser: maintenance, parts and theory of operations manuals where appropriate, and any other items that normally accompany the Equipment as defined by the manufacturer. Upon written notice from Purchaser to Seller that any of the items listed above do not accompany the Equipment, Seller shall, within ten (10) days of said written notice, either deliver to Purchaser the items listed in said notice or pay to Purchaser the replacement cost thereof as determined from the manufacturer's latest price list.

4. DELIVERY:

Delivery will be deemed to have occurred upon completion of this Agreement and payment of the purchase price to Seller which shall be paid in full on the Installation Date.

5. TITLE:

Seller warrants that at the time the Equipment is delivered, it will be lawful owner of the Equipment, that it has full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Title to the Equipment shall vest in the Purchaser upon delivery in accordance with Clause 4 hereof. Seller shall tender to Purchaser, against receipt of payment in full, a bill of sale in the form of Appendix 1 annexed hereto, warranting title to the Equipment to be free and clear of all liens, claims and encumbrances of any kind. Seller shall indemnify Purchaser against all claims and costs incurred in the defense of title to the Equipment and/or removal of any liens, claims or encumbrances against the Equipment.

6. CONDITION OF EQUIPMENT:

Seller will, subject to its standard security, safety and confidentiality rules and procedures, permit Purchaser to inspect the Equipment for general appearance at or before the time of delivery and Seller shall maintain the Equipment so that no deterioration or excessive use shall occur before delivery of the Equipment. If such deterioration should occur, Seller shall perform, or shall cause the manufacturer to perform, corrective measures to assure an appearance and condition of the Equipment acceptable to Purchaser at the time of delivery.

7. MAINTENANCE:

Seller warrants that the Equipment has been continuously maintained and has not been subjected to excessive use. Seller shall arrange and pay for any repairs and changes as are necessary for the manufacturer to accept the Equipment under contract maintenance at its then standard rates and shall provide Purchaser with maintenance agreement qualification letters in respect of the Equipment.

8. MODIFICATIONS:

Seller warrants that no machine modifications have been performed subsequent to the Equipment's being under the manufacturer's maintenance without prior notification to the manufacturer of the intent to make such modification and to subsequently place said Equipment back under the manufacturer's maintenance.

9. TERMINATION:

Purchaser reserves the right to terminate this Agreement if:
(a) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors prior to delivery, or (b) Seller fails to perform any other provisions of this Agreement. Purchaser's right to terminate shall be exercised by

written notice to Seller, whereupon Seller shall immediately refund all payments which it has received from Purchaser, but this shall not be construed to limit in any way any rights or remedies Purchaser might otherwise have against Seller in such event.

10. EFFECTIVE DATE:

This Agreement, executed by Purchaser, shall become voidable at Purchaser's option ten (10) days after the date of Purchaser's execution thereof, unless Purchaser shall have received by such date a copy thereof executed by a duly authorized representative of Seller.

11. GOVERNING LAW:

The Agreement is made pursuant to and shall be construed under the laws of the State of Michigan.

12. ENTIRE AGREEMENT:

This Agreement supersedes all previous agreements, representations and warranties whether written or oral between Seller and Purchaser and sets out the complete and entire contract between Seller and Purchaser with respect to the Equipment, and shall only be capable of variation in writing signed by the parties.

13. NOTICES:

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated in the first paragraph of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Accepted by:

WHITEWOOD CREDIT CORPORATION
PURCHASER

Accepted by:

THE DOW CHEMICAL COMPANY
SELLER

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

COPY

APPENDIX 1 TO PURCHASE AGREEMENT

EQUIPMENT SCHEDULE NO. 1

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that The Dow Chemical Company ("Seller"), a Delaware corporation, with its executive offices at 2030 Willard H. Dow Center, Midland, Michigan, for and in consideration of \$_____, received from Whitewood Credit Corporation ("Purchaser"), with offices at 2995 Baseline Road, Boulder, Colorado 80302, the receipt whereof is hereby acknowledged by Seller, does hereby bargain, sell, transfer, assign, set over and deliver unto Purchaser all of the equipment more particularly described in the attached Schedule of Equipment (the "Equipment"), which is incorporated herein, together with all manufacturer's service agreements and warranties applicable thereto;

To have and to hold the same unto Purchaser and its successors and assigns forever.

This Bill of Sale is delivered pursuant to a Purchase Agreement dated as of _____, between Seller and Purchaser, and the sale is made upon the conditions set forth in said Agreement. Seller represents and warrants title to the Equipment to be free and clear of all liens, claims and encumbrances of any kind as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of _____, 1985.

SELLER:

THE DOW CHEMICAL COMPANY

By: _____
Its: _____

COPY

COPY
EXHIBIT A

EQUIPMENT SCHEDULE NO. 1

To Master Lease Agreement Dated as of September 20, 1985.

Lessee: THE DOW CHEMICAL COMPANY

Lessor: WHITEWOOD CREDIT CORPORATION

Address for Notices:

Address for Notices:

Dow Chemical U.S.A.
2020 Willard H. Dow Center
Midland, Michigan 48674
Attention: Treasurer

Whitewood Credit Corporation
2995 Baseline Road
Boulder, Colorado 80302

Installation Date: September 30, 1985

Manufacturer: Union Tank Car Company

<u>Item No.</u>	<u>Quantity</u>	<u>Model</u>	<u>Serial Number</u>	<u>Description</u>	<u>New or Used</u>	<u>Rent</u>	<u>Original Cost (U.S. \$)</u>
1.	1	105A600W	DOWX 80500	Anhydrous HCl Tank Cars	Used	\$5367.41	\$ 82,083.00
2.	1	105A600W	DOWX 80501	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
3.	1	105A600W	DOWX 80502	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
4.	1	105A600W	DOWX 80503	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
5.	1	105A600W	DOWX 80504	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
6.	1	105A600W	DOWX 80505	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
7.	1	105A600W	DOWX 80506	Anhydrous HCl Tank Cars	Used	5367.41	82,083.00
							<u>\$574,581.00</u>

COPY

THIS EQUIPMENT SCHEDULE is dated as of September 20, 1985, by and between WHITEWOOD CREDIT CORPORATION, a Colorado corporation (hereinafter called "Lessor"), having its principal office and place of business at 2995 Baseline Road, Boulder, Colorado 80302, and THE DOW CHEMICAL COMPANY, a Delaware corporation (hereinafter called "Lessee"), having its principal office and place of business at 2030 Willard H. Dow Center, Midland, Michigan 48674, and constitutes a lease of the Equipment described herein.

IN CONSIDERATION of the mutual agreements hereinafter set forth and the payment of rent as provided for, the parties hereto agree as follows:

1. PROPERTY LEASED:

In consideration of the rent to be paid by Lessee and the covenants and agreements of Lessee hereinafter set forth, Lessor hereby rents, demises and lets to Lessee all of the tangible personal property listed on the cover page to this lease.

2. SERIES OF LEASES:

This Equipment Schedule incorporates certain specified lease terms, including definitions, terms and conditions, contained in the Master Lease Agreement between the Lessor and Lessee referred to on the cover sheet (the "Master Lease"), as the same may be amended below, as though set forth herein in their entirety. Certain other terms used herein and beginning with initial capital letters, but not defined in the main part of this instrument, are defined in the Master Lease. This Equipment Schedule is one of a series of Equipment Schedules which Lessor and Lessee expect (but are not obligated) to enter into with respect to tangible personal property incorporating the Master Lease, but, each lease in the series is independent of all the others and constitutes in itself a complete lease. The Master Lease does not itself constitute a lease and has been executed for identification solely for purposes of being incorporated into leases in the form of particular Equipment Schedules. In an event of conflict between the terms of this Equipment Schedule and the Master Lease, the Equipment Schedule shall prevail.

3. ORIGINALS:

This Equipment Schedule shall be executed in two counterparts, a Lessee's original and a Lessor's original, and there shall be no other copies of this particular Equipment Schedule containing the original signatures of the parties. Lessee agrees that it will keep the Lessee's original in its possession and control and such counterpart shall not constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction) no matter who might come to hold it. It is the intention of the parties that Lessor's original shall qualify as chattel paper in the hands of a lender

supplying credit to Lessor on the basis of a security interest in the Equipment Schedule granted by Lessor and it is hereby agreed that no security interest in Lessor's right, title and interest in the lease set forth in this Equipment Schedule may be created or perfected through the transfer or possession of any copy or counterpart other than the Lessor's original which shall be identified as such by being marked "LESSOR'S ORIGINAL" on the cover page of this instrument and on the signature page hereof. It is contemplated by the parties that the Lessee's original shall contain a receipt executed by the banking institution to which Lessor has granted a security interest in Lessor's right, title and interest in this Equipment Schedule, acknowledging receipt by such institution (hereinafter called the "Secured Party") of the Lessor's original and that the Lessor's original shall contain a receipt executed by Lessee acknowledging receipt by Lessee of the Lessee's original. The Lessor's original shall contain a conformed copy of the receipt executed by the Secured Party and the Lessee's original shall contain a conformed copy of the receipt executed by Lessee.

4. INSTALLATION DATE:

Pursuant to Section 2 of the Master Lease the Installation Date for the purposes of this Equipment Schedule is (a) in the case of Equipment which is the subject of a sale and leaseback between Lessor and Lessee, the date upon which Lessor purchases such Equipment from Lessee or (b) in the case of Equipment requiring installation, the earlier to occur of the following: (i) the date determined by the manufacturer or vendor to be the date of installation or (ii) the seventh (7th) day following delivery of the Equipment to the location set forth in Paragraph 6 of this Equipment Schedule.

5. INITIAL TERM:

Pursuant to Section 3 of the Master Lease, Lessor and Lessee agree that the Initial Term of this Equipment Schedule is ten (10) years commencing on October 1, 1985 (the "Commencement Date"), and shall remain in force until terminated by either party; provided, however, that no such termination shall be effective prior to the expiration of the Initial Term except as provided under Section 14.

6. EQUIPMENT LOCATION:

See Exhibit D.

7. RENEWAL:

For purposes of this Equipment Schedule, at the end of the Initial Term, Lessee shall have the option of renewing the Lease with respect to any or all Items of Equipment for successive Renewal Terms of two years each at the lesser of (a) fair market value or (b) the Renewal Amount determined for the applicable Renewal Term according to the following schedule:

<u>Renewal Term</u>	<u>Renewal Amount</u>
1	75% of Basic Rent during Initial Term
2	70% of Basic Rent during Initial Term
3	65% of Basic Rent during Initial Term
4	60% of Basic Rent during Initial Term
5	55% of Basic Rent during Initial Term
6 and all subsequent Renewal Terms	50% of Basic Rent during Initial Term

8. OPTION TO PURCHASE:

Section 3.3 of the Master Lease is hereby modified. For the purpose of this Equipment Schedule, Lessee shall have the option to purchase any Item or Items of Equipment at the end of Renewal Term No. 5 at the lesser of fair market value or 50% of the Lessor's original cost of the Item or Items.

9. RENT:

(A) ASSUMED RATE: At the assumed debt rate of 12%, payments under Section 4 of the Lease shall be:

(i) INTERIM RENT: Interim Rent of \$102.75 covering the Interim Term based on interest only on the debt portion of the transaction from the Installation Date up to but not including the Commencement Date shall be due and payable on October 1, 1985.

(ii) BASIC RENT: Basic Rent of \$37,571.85 payable semi-annually in arrears shall be due during the Initial Term. Basic Rent shall be payable starting on April 1, 1986, through and including October 1, 1996.

(iii) OVERDUE RATE: For purposes of this Equipment Schedule, the Overdue Rate shall be the Secured Party's Prime Rate plus 1%.

(B) FLOATING RATE: The amounts shown in Section 9(A) above for Interim Rent and Basic Rent are based on an assumed debt rate of 12% per annum. The actual amount of the Interim Rent and Basic Rent will fluctuate in accordance with the interest payable on the Notes issued pursuant to a certain Loan and Security Agreement between Lessor and Secured Party dated as of September 28, 1985 ("Security Agreement"), and the interest rates and funding periods selected by Lessor in accordance with the terms thereof.

(i) INTERIM RENT: The actual Interim Rent payable by Lessee on the Commencement Date shall be computed as follows:

That accrued actual interest on the original principal balance of the Note(s) as shall have been determined based on

Lessor's selection of interest rate option(s) and funding period(s) from the Installation Date to but not including the Commencement Date.

(ii) BASIC RENT: The actual Basic Rent payable by Lessee with respect to each semi-annual period of the Initial Term from one Rent Payment Date to the next ("Semi-annual Rent Period") shall be computed as follows:

A fixed principal amortization as defined in the Note(s) between Lessor and the Secured Party will be due and payable each Rent Payment Date, plus all earned and accrued interest on the principal balance during the preceeding Semi-Annual Rent Period based on the actual interest rate option(s) and funding periods selected by the Lessor.

(iii) OVERDUE RATE: For purposes of this Equipment Schedule the Overdue Rate shall be equal to the Secured Party's Prime Rate plus 1%.

(C) ADDITIONAL RENT:

(i) Lessee shall also pay to Lessor on demand, by wire transfer in immediately available funds all other amounts (other than Basic Rent or Interim Rent) which Lessor is required to pay Secured Party under Section B of the Security Agreement or any note issued pursuant thereto, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof. Such amounts shall constitute additional rent ("Additional Rent").

(ii) If, pursuant to the provisions of any loan agreement or note executed by Lessor in connection with the debt financing of the Equipment, Lessor shall be obligated to pay interest to the Secured Party at the end of any funding period which is not a Rent Payment Date, or any amount other than interest or principal reflected in the Basic Rent shall come due on a day which is not a Rent Payment Date ("Interim Amount"), and the Lessor shall elect to borrow as additional loans the amount of such Interim Amount (but without duplicating any amount payable as Basic Rent) Lessee shall pay to Lessor on the next succeeding Rent Payment Date, as Additional Rent and in addition to all other sums due from Lessee to Lessor under this Equipment Schedule, such Interim Amount together with any interest accrued thereon. If Lessor shall not elect to borrow the amount of such Interim Amount, Lessee shall pay to Lessor as Additional Rent such Interim Amount on the date such Interim Amount first becomes due and payable.

(iii) If Lessee shall fail to pay any Additional Rent, Lessor shall have the right to pay the same and shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Basic Rent. With respect to any amount of Basic Rent or Additional Rent not paid when due hereunder, Lessee shall pay to

Lessor interest on such overdue amount at the Overdue Rate. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, Interim Rent and Additional Rent when due, without further notice or demand unless otherwise provided in this Lease.

(D) NET LEASE:

This Equipment Schedule is a net lease and Lessee shall pay to Lessor or to such other person or entity as Lessor, from time to time, may designate, as rent for the Equipment during the Interim Term and the Initial Term, Interim Rent, Basic Rent and Additional Rent, provided however, that such Interim Rent, Basic Rent and Additional Rent shall not be less than the amount necessary to pay principal and interest on any Notes executed by Lessor in connection with the debt financing of the Equipment and shall be sufficient to hold constant the Lessor's before-tax return.

10. SECTION 12.2(a)(1):

The calendar year for the purposes of this Equipment Schedule shall be 1985 and the Items are 10-year recovery property as defined in Section 168(h)(2) of the Internal Revenue Code.

11. STIPULATED LOSS AND TERMINATION VALUES:

See Exhibit C.

12. RENTAL AND PURCHASE PRICE CHANGES:

The Rent set forth in this Equipment Schedule is conditional upon Lessor acquiring the Equipment at a Purchase Price of \$574,581.00 ("Estimated Price"). Lessee agrees that it shall confirm the amount of the rental payable here and after adjustment, if any, in the Certificate of Acceptance or on such other form as Lessor may request, on or before the Installation Date.

13. LATE INSTALLATION OF AN ITEM:

In the event that an Item is installed after the Commencement Date for reasons beyond the control of Lessor, the periodic rent for that Item shall increase after the date of Installation of that Item to compensate Lessor for the reduced Initial Term of the Lease in respect of that Item.

14. LESSOR'S OBLIGATIONS:

At Lessor's option, the Lessor with the prior written consent of Secured Party may terminate the Lease if tax legislation is enacted prior to the Installation Date which would have an adverse effect on the rights or anticipated benefits to Lessor or any Assignee.

15. ACQUISITION OF EQUIPMENT BY LESSOR:

Lessor may appoint Lessee as its Agent to acquire equipment for and on its behalf on the terms and conditions of an Agency Agreement to be executed by the parties substantially in the form annexed to the Master Lease as Exhibit G, or may take an assignment, substantially in the form annexed to the Master Lease as Exhibit H, of a purchase agreement entered into by Lessee or may purchase equipment from Lessee by way of a Purchase Agreement substantially in the form annexed to the Master Lease as Exhibit I and lease that equipment to Lessee on the terms and conditions of the Master Lease and at the rate specified by Lessor.

16. FINANCING STATEMENTS:

Pursuant to Section 6.1 of the Master Lease, Lessee shall file, register or record the Lease, the Notice of Assignment and such other documents as may be required with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act and in such other places within or without the United States as Lessor or Secured Party may reasonably request.

17. SUBLEASE AND ASSIGNMENT:

In addition to the sublease and assignment rights provided in Section 6.2 of the Master Lease, the Lessee shall be entitled to sublease the Items of Equipment to (i) common carrier railroads pursuant to the Lessee's car usage agreements entered into by the Lessee in the ordinary course of its business, and (ii) to such other responsible sublessees as Lessee may choose on a short term (six months or less) basis.

18. CARE, USE AND MAINTENANCE; ALTERATIONS:

In furtherance of its agreement contained in Section 8 of the Master Lease, the Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including, without limitation, the rules of the United States Department of Transportation, the Interstate Commerce Commission and the current Interchange Rules or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time) (the "Interchange Rules") with respect to the use and maintenance of each Item of Equipment subject to this Lease. So long as no Event of Default shall have occurred and be continuing, that Lessee may, in good faith and by appropriate legal proceedings, at its own expense, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not adversely affect the property rights, or interests of the Lessor, in the Equipment.

In case any equipment or appliance is required to be altered, added, replaced or modified on any Item of Equipment in order to comply with such laws, regulations, requirements and rules or any Enhancement is desired, the Lessor will finance such alterations, additions,

replacements, modifications and/or Enhancements and lease them to Lessee on the same terms and conditions herein for a term that is coterminous with the Initial Term or any renewal thereof. The rental payments for such alterations, additions, replacements, modifications and/or Enhancements shall be no greater than 90% of the net present value of their cost based upon the then current interest rate.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense and in a manner no less thorough and complete than is the prudent industry standard for Class I line-haul railroads, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange in accordance with the Interchange Rules and for immediate regular use by a Class I line-haul railroad.

19. CERTIFICATE:

Upon reasonable request, Lessee agrees to prepare and deliver to the Lessor and any assignee or Secured Party within a reasonable time prior to the required date of filing any and all reports (other than income tax returns) to be filed by the Lessor with any Federal, state, or other regulatory authority by reason of the ownership by the Lessor or such assignee of all or any Item of Equipment.

20. RETURN OF EQUIPMENT:

Pursuant to Section 10 of the Master Lease, Lessee shall deliver possession of an Item of Equipment to the Lessor upon such storage tracks as the Lessee may select (which shall be the railhead nearest to a location of the Lessee), or permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 30 days and at the end of such 30-day period deliver such Item of Equipment to Lessor at such location. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

21. LABELLING:

The Lessee will cause each Item of Equipment to be kept numbered with its serial number as set forth on the cover sheet hereto and within 120 days of the date hereof will label, keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"OWNED BY AND LEASED FROM WHITEWOOD CREDIT CORPORATION, AND SUBJECT TO A SECURITY INTEREST RECORDED WITH THE I.C.C."

22. SPECIAL TERMS:

The following additional terms, set forth below or attached hereto, shall be applicable to and shall constitute a part of this Equipment Schedule:

(i) **TERMINATION:** Pursuant to Section 14 of the Master Lease, Lessee shall have the right to terminate with respect to any Item or Item(s) at any time following the fifth year after the Commencement Date (the "Termination Date"), as defined on Exhibit C.

(ii) **INVESTMENT TAX CREDIT:** Lessor warrants that it shall not take an investment tax credit (as defined under Section 38 of the Code) on the Equipment.

THE DOW CHEMICAL COMPANY
as Lessee

By: *Thomas J. Deegan*
Title: *Credit Rep.*
Dated: *9/26/85.*

WHITEWOOD CREDIT CORPORATION
as Lessor

By: *Gary M. Jedy*
Title: *Vice President*
Dated: *As of 9/26/85*

Corporate Form of Acknowledgement

State of Michigan
County of Midland ss.

On this 26th day of Sept., 1985, before me personally appeared Thomas J. Brennan, to me personally known, who being by me duly sworn, says that (s)he is the authorized rep. of The Dow Chemical Company, that the seal 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita A. Bastos
Signature of notary public

My commission expires: Feb. 15, 1987

(seal)

Corporate Form of Acknowledgement

State of Colorado

County of Boulder ss.

On this 26th day of September, 1985, before me personally appeared Gary M. Jacobs, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Whitewood Credit Corporation, that the seal 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra K. Gaebel
Signature of notary public

My commission expires: 7/29/87

(seal)

ACKNOWLEDGMENT OF RECEIPT *

Receipt on _____, 1985 of the Lessor's original counterpart of the foregoing Lease is hereby acknowledged.

SECURED PARTY:

IRVING TRUST COMPANY

By: _____
Title: _____

* A conformed copy of this receipt may appear in the Lessor's Original, but the original executed copy of this receipt shall be appended to the Lessee's original and kept in Lessee's possession and control as contemplated in the Lease itself.

ACKNOWLEDGMENT OF RECEIPT *

Receipt on _____, 1985 of the Lessee's original counterpart of the foregoing Lease is hereby acknowledged.

LESSEE:

THE DOW CHEMICAL COMPANY

By: James J. Brennan
Title: Auth. Rep.

* A conformed copy of this receipt may appear in the Lessee's Original, but the original executed copy of this receipt shall be appended to the Lessor's original.

COPY

EXHIBIT B
 CERTIFICATE OF ACCEPTANCE
 EQUIPMENT SCHEDULE NO. 1
 incorporating

Master Lease Agreement dated as of September 20, 1985 (together, the "Lease") between Whitewood Credit Corporation (the "Lessor"), and The Dow Chemical Company (the "Lessee").

1. Items of Equipment and Lease Terms

The Lessee hereby represents and warrants to Lessor that the following Items of Equipment have been used by Lessee prior to the Date of Acceptance specified below, and such Items of Equipment have been delivered to the location indicated below, tested and inspected by Lessee, found to be in good working order and accepted as Items of Equipment under the Lease for the term and rental indicated below, all on the date indicated below. Furthermore, such Items of Equipment appear to conform to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to new railroad equipment of the character of the Equipment as of the date of this Lease.

Location of Items of Equipment: See Exhibit D.

Date of Acceptance: September 30, 1985

Description of Equipment:

<u>QTY.</u>	<u>TYPE</u>	<u>MODEL</u>	<u>SERIAL NUMBERS</u>	<u>DESCRIPTION</u>
7	Union Tank Car Company	105A600W	DOWX 80500 DOWX 80501 DOWX 80502 DOWX 80503 DOWX 80504 DOWX 80505 DOWX 80506	Anhydrous HCl Tank Cars

2. Representations by the Lessee

The Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) Lessee has complied with the insurance requirements with respect to the Equipment under the terms of the Lease.

Lessee: THE DOW CHEMICAL COMPANY

By: Thomas J. Penner

Its: Auth. Rep.

Date: 9/26/85

COPY

EXHIBIT C

STIPULATED LOSS AND TERMINATION VALUES

in respect of

EQUIPMENT SCHEDULE NO. 1

incorporating Master Lease Agreement dated
as of September 20, 1985, by and between

The Dow Chemical Company (Lessee)
and
Whitewood Credit Corporation (Lessor)

The Stipulated Loss and Termination Values as provided for in the Master Lease Agreement shall be the percentage shown below of the Original Cost of Items of the Equipment as set forth in Equipment Schedule No. 1, depending upon the Rent Payment Date on which such Stipulated Loss Value is due. Payment of the Stipulated Loss Value or Termination Value shall be in addition to the Rent Payment for the Equipment, which is then due.

<u>After Rent Payment Date</u>	<u>Percentage of Original Cost</u>	
	<u>Stipulated Loss Value</u>	<u>Termination Value</u>
4/15/86	105.0	78.0
10/15/86	104.51	76.0
4/15/87	104.5	73.0
10/15/87	103.95	71.0
4/15/88	103.94	69.0
10/15/88	103.33	67.0
4/15/89	103.32	65.0
10/15/89	102.63	61.0
4/15/90	102.62	58.0
10/15/90	101.85	55.0
4/15/91	101.84	51.0
10/15/91	100.97	47.0
4/15/92	100.96	44.0
10/15/92	99.98	40.0
4/15/93	99.97	36.0
10/15/93	98.86	31.0
4/15/94	98.85	27.0
10/15/94	97.61	21.0
4/15/95	97.60	15.0
10/15/95	96.21	9.0
4/15/96		

EXHIBIT D

EQUIPMENT SCHEDULE NO. 1

Equipment Location Addresses

Serial Number

Location

DOWX 80500
DOWX 80501
DOWX 80504
DOWX 80505
DOWX 80506

The Dow Chemical Company
Louisiana Highway 1
P. O. Box 150
Plaquemine, LA 70765-0150

DOWX 80502
DOWX 80503

The Dow Chemical Company
Highway 288
P. O. Drawer K
Freeport, TX 77541

COPY

EXHIBIT

EQUIPMENT SCHEDULE NO. 1

NOTICE OF ASSIGNMENT

Irving Trust Company
One Wall Street
New York, NY 10015

The Dow Chemical Company
2030 Willard H. Dow Center
Midland, MI 48674

Gentlemen:

Re: Equipment Lease Schedule No. 1 incorporating Master Lease Agreement dated as of September 20, 1985 (together, the Lease")

Pursuant to the above captioned Lease between us as Lessor and Lessee covering certain Items of Equipment, please be advised that we, the undersigned Lessor, have assigned to Irving Trust Company ("Secured Party"), and granted a security interest to Secured Party in, said Lease and all the rents and other sums due or to become due or at anytime payable by Lessee pursuant to such Lease, and in the Equipment which is the subject of such Lease.

Lessee is hereby advised that Lessor has agreed not to amend Equipment Schedule No. 1 or the Master Lease with respect to Equipment Schedule No. 1 without the prior written consent of Secured Party. Lessee is hereby directed to make all payments of rent and all other sums due or voluntarily made to Lessor under the Lease to Secured Party by wire transfer to Account No. _____ at the office of Secured Party at the above address or to such other account at such other address as Secured Party may from time to time specify in writing. This direction may not be changed without the Secured Party's prior consent in writing.

Please acknowledge receipt of a copy of this letter and of your agreement to proceed in conformity herewith.

Very truly yours,

The undersigned hereby acknowledges receipt of a copy of the foregoing letter and agrees to proceed in conformity herewith.

WHITEWOOD CREDIT CORPORATION
(LESSOR)

THE DOW CHEMICAL COMPANY
(LESSEE)

By: [Signature]
Its: Vice President
Date: As of 9/26/85

By: [Signature]
Its: Auth. Rep.
Date: 9/26/85

COPY

EXHIBIT F

EQUIPMENT SCHEDULE NO. 1

ACKNOWLEDGMENT OF ASSIGNMENT

Address: Irving Trust Company, One Wall Street, New York, New York
10015 (Lender), and Whitewood Credit Corporation,
2995 Baseline Road, Boulder, Colorado 80302 (Lessor).

Re: Equipment Schedule No. 1 incorporating Master Lease Agreement dated
as of September 20, 1985, (collectively, the "Lease").

Gentlemen:

The undersigned, Lessee in the Lease, being advised that Lessor under said Lease has applied to you for a loan of money based on the security of said Lease, among other security, hereby confirms, as of the date hereof, the following:

1. That Lessor under said Lease is currently Whitewood Credit Corporation, 2995 Baseline Road, Boulder, Colorado 80302.

2. That the undersigned is in control of all of the Equipment and that the same has been duly installed, inspected, approved and fully accepted by the undersigned as being the Equipment required by the Lease and as being operative and suitable for the undersigned's purposes in all respects.

3. That the undersigned is aware of no claim of any kind or nature in or to the Equipment, or of any lien thereon other than the interest therein of Lessor, your security interest and our rights thereto under the Lease.

4. That all representations, obligations and duties of Lessor intended to cause, or which have caused, the undersigned to enter upon this Lease whether required by the Lease or otherwise have been fulfilled.

5. That said Lease is in full force and effect; that there is no existing default on the part of Lessor in the terms thereof; and that said Lease has not been amended, modified, supplemented or superseded in any respect whatsoever.

6. That the undersigned is currently paying rent to Lessor under said Lease and in accordance with its terms, and that no rents have been prepaid except as provided by the Lease; that the undersigned does not now have or hold, nor will it at any time in the future claim, any rights against Lessor which might be setoff or credited against future accruing rents under the Lease.

7. That the undersigned has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the said Lease or of the rents reserved thereunder.

8. That it has received from Lessor notice of assignment to you by Lessor of the Lease and it hereby agrees, until notified by you in writing to the contrary, to make all payments of rent and other payments to which Lessor is entitled under said Lease to you as indicated in such notice of assignment, or at such other address as you may designate, in writing, from time to time; that it recognizes and will continue to recognize you as Lessor as to all rights (but not as to the duties or liabilities except Lessor's duty not to interfere with Lessee's quiet enjoyment of the Equipment for so long as Lessee is not in default under the Lease) of Lessor under the Lease; that if it has received written notice by you that Lessor is in default of its obligations to you as secured party, it shall deliver the Equipment in accordance with your written directions; and that no modification, amendment or addendum to such Lease which would affect your security interest shall be effective without your written consent.

Very truly yours,

THE DOW CHEMICAL COMPANY

By: Thomas J. Seaman
Its: Auth. Rep.

COPY

EXHIBIT G

EQUIPMENT SCHEDULE NO. 1

MASTER LEASE AGREEMENT
COPY

The parties to Equipment Schedule No. 1 incorporating that certain Master Lease Agreement dated as of September 20, 1985 (collectively, "Lease"), namely The Dow Chemical Company ("Lessee"), a Delaware corporation, and Whitewood Credit Corporation ("Lessor"), a Colorado corporation, hereby further agree as follows:

1. Lessee may from time to time and upon written confirmation by Lessor, act as Agent for Lessor in purchasing certain equipment for the account of Lessor which shall then become Equipment as that term is defined in the Lease which shall be leased by Lessor to Lessee on the terms and conditions of the Lease and at the rate specified by Lessor to Lessee, provided that the procedures to be followed in respect of such purchases are as follows:

- (i) Lessee shall notify Lessor and Secured Party of the equipment to be purchased by preparing a notice substantially in the form and substance of the cover page to an Equipment Schedule, identifying the additional items of equipment as such and including all information in respect thereof of the type as is reflected in respect of existing items of Equipment.
- (ii) Lessor shall in writing notify Lessee and Secured Party of the rate applicable to such additional items and of its confirmation of its willingness to proceed.

2. Pursuant to Paragraph 1 above, Lessee shall upon or prior to purchasing any equipment for and on behalf of Lessor, execute and deliver to Lessor an Equipment Schedule, and any other documentation reasonably requested by Lessor pertaining to such equipment.

3. That upon presentation of an appropriate invoice for such equipment purchased for the Lessor's account by Lessee, Lessor will either remit at the closing on such equipment a sum of money in the amount of such invoice to Lessee at the following address:

2020 Willard H. Dow Center
Midland, Michigan 48674
Attention: Dow Chemical U.S.A.,
Treasurer

or will, against presentation of an appropriate invoice, pay the supplier of such equipment directly.

4. That as Agent for Lessor, Lessee at no time has title to or any rights in such equipment other than those described in the Lease provided, however, that Lessee may accept such equipment on behalf of Lessor.

THE DOW CHEMICAL COMPANY
(as Lessee)

WHITEWOOD CREDIT CORPORATION
(as Lessor)

By: Thomas Shannon
Its: Auth. Rep.
Dated: 9/26/85

By: [Signature]
Its: Vice President
Dated: As of 9/26/85

COPY

EXHIBIT H

COPY

This Agreement has no
Exhibit H

COPY

EXHIBIT I

EQUIPMENT SCHEDULE NO. 1

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") made as of the 20th day of September, 1985, between WHITEWOOD CREDIT CORPORATION, a Colorado corporation ("Purchaser"), 2995 Baseline Road, Boulder, Colorado 80302, and THE DOW CHEMICAL COMPANY, a Delaware corporation ("Seller") of 2030 Willard H. Dow Center, Midland, Michigan 48674.

Seller hereby sells and Purchaser hereby purchases the equipment more particularly described on Appendix 1 annexed hereto (the "Equipment"), together with all manufacturer's service agreements and warranties applicable thereto, upon the following terms and conditions.

1. PRICE:

The total purchase price of the Equipment is \$574,581.00 and shall be paid against Seller's tender of a warranty bill of sale for the Equipment.

2. TAXES:

Purchaser warrants that this purchase is for purposes of resale only. Purchaser will not be responsible for payment of any sales taxes imposed upon Seller by taxing authorities by reason of the sale and delivery herein provided for. At Seller's request Purchaser will furnish appropriate sales tax exemption or resale certificates. Any personal property taxes assessed on the Equipment prior to delivery shall be paid by Seller.

3. SHIPPING GROUP ITEMS:

Seller agrees that the following items will accompany the Equipment upon sale to Purchaser: maintenance, parts and theory of operations manuals where appropriate, and any other items that normally accompany the Equipment as defined by the manufacturer. Upon written notice from Purchaser to Seller that any of the items listed above do not accompany the Equipment, Seller shall, within ten (10) days of said written notice, either deliver to Purchaser the items listed in said notice or pay to Purchaser the replacement cost thereof as determined from the manufacturer's latest price list.

4. DELIVERY:

Delivery will be deemed to have occurred upon completion of this Agreement and payment of the purchase price to Seller which shall be paid in full on the Installation Date.

5. TITLE:

Seller warrants that at the time the Equipment is delivered, it will be lawful owner of the Equipment, that it has full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Title to the Equipment shall vest in the Purchaser upon delivery in accordance with Clause 4 hereof. Seller shall tender to Purchaser, against receipt of payment in full, a bill of sale in the form of Appendix 1 annexed hereto, warranting title to the Equipment to be free and clear of all liens, claims and encumbrances of any kind. Seller shall indemnify Purchaser against all claims and costs incurred in the defense of title to the Equipment and/or removal of any liens, claims or encumbrances against the Equipment.

6. CONDITION OF EQUIPMENT:

Seller will, subject to its standard security, safety and confidentiality rules and procedures, permit Purchaser to inspect the Equipment for general appearance at or before the time of delivery and Seller shall maintain the Equipment so that no deterioration or excessive use shall occur before delivery of the Equipment. If such deterioration should occur, Seller shall perform, or shall cause the manufacturer to perform, corrective measures to assure an appearance and condition of the Equipment acceptable to Purchaser at the time of delivery.

7. MAINTENANCE:

Seller warrants that the Equipment has been continuously maintained and has not been subjected to excessive use. Seller shall arrange and pay for any repairs and changes as are necessary for the manufacturer to accept the Equipment under contract maintenance at its then standard rates and shall provide Purchaser with maintenance agreement qualification letters in respect of the Equipment.

8. MODIFICATIONS:

Seller warrants that no machine modifications have been performed subsequent to the Equipment's being under the manufacturer's maintenance without prior notification to the manufacturer of the intent to make such modification and to subsequently place said Equipment back under the manufacturer's maintenance.

9. TERMINATION:

Purchaser reserves the right to terminate this Agreement if:
(a) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors prior to delivery, or (b) Seller fails to perform any other provisions of this Agreement. Purchaser's right to terminate shall be exercised by

written notice to Seller, whereupon Seller shall immediately refund all payments which it has received from Purchaser, but this shall not be construed to limit in any way any rights or remedies Purchaser might otherwise have against Seller in such event.

10. EFFECTIVE DATE:

This Agreement, executed by Purchaser, shall become voidable at Purchaser's option ten (10) days after the date of Purchaser's execution thereof, unless Purchaser shall have received by such date a copy thereof executed by a duly authorized representative of Seller.

11. GOVERNING LAW:

The Agreement is made pursuant to and shall be construed under the laws of the State of Michigan.

12. ENTIRE AGREEMENT:

This Agreement supersedes all previous agreements, representations and warranties whether written or oral between Seller and Purchaser and sets out the complete and entire contract between Seller and Purchaser with respect to the Equipment, and shall only be capable of variation in writing signed by the parties.

13. NOTICES:

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated in the first paragraph of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Accepted by:

Accepted by:

WHITEWOOD CREDIT CORPORATION
PURCHASER

THE DOW CHEMICAL COMPANY
SELLER

By: 
Title: VP

By: 
Title: Auth. Rep.

Date: As of 9/26/85

Date: 9/26/85

COPY

APPENDIX 1 TO PURCHASE AGREEMENT

EQUIPMENT SCHEDULE NO. 1

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that The Dow Chemical Company ("Seller"), a Delaware corporation, with its executive offices at 2030 Willard H. Dow Center, Midland, Michigan, for and in consideration of \$574,581.00, received from Whitewood Credit Corporation ("Purchaser"), with offices at 2995 Baseline Road, Boulder, Colorado 80302, the receipt whereof is hereby acknowledged by Seller, does hereby bargain, sell, transfer, assign, set over and deliver unto Purchaser all of the equipment more particularly described in the attached Schedule of Equipment (the "Equipment"), which is incorporated herein, together with all manufacturer's service agreements and warranties applicable thereto;

To have and to hold the same unto Purchaser and its successors and assigns forever.

This Bill of Sale is delivered pursuant to a Purchase Agreement dated as of September 30, 1985, between Seller and Purchaser, and the sale is made upon the conditions set forth in said Agreement. Seller represents and warrants title to the Equipment to be free and clear of all liens, claims and encumbrances of any kind as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of September 30, 1985.

SELLER:

THE DOW CHEMICAL COMPANY

By: Thomas J. Brennan
Its: Auth. Rep.

COPY

EXHIBIT I

APPENDIX 1

~~COPY~~
SCHEDULE OF EQUIPMENT

Seven (7) Union Tank Car Company Anhydrous HCl tank cars,
model 105A600W, Serial Numbers DOWX 80500, DOWX 80501,
DOWX 80502, DOWX 80503, DOWX 80504, DOWX 80505, and
DOWX 80506.

Certificate of Examination

I, James D. Walsh, being a notary public commissioned in the State of New York, County of New York, certify on this 30th day of Sept 1985 that I have examined the copy of the Master Lease with Exhibits A-I attached thereto (together with executed versions of the same) to which this Certificate is attached and have found them to be complete and identical in all respects to the originals of such Master Lease, Exhibits, and executed versions of the Exhibits.

James D. Walsh
Signature of Notary Public

My Commission expires 3/30/87

[Seal]