

RECORDATION NO. 10409 Filed 1980

RECORDATION NO. 0-066A076  
INTERSTATE COMMERCE COMMISSION

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

MAURICE T. MOORE  
WILLIAM B. MARSHALL  
RALPH L. MCAFEE  
ROYALL VICTOR  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG

JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN

UNSEL  
CARLYLE E. MAW  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

ROSWELL L. OILPATRIC  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

RECORDATION NO. 10409 Filed 1980  
TELEX RC 233663  
WUD 125547  
WUI 620976

MAR 6 1980 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

MAR 6 1980

Date

Fee \$ 30.00

ICE Washington, D. C.

*See next page for  
cross index year of.*

March 4, 1980

Amendment Agreement Dated as of February 1, 1980  
Amending Conditional Sale Agreements  
Filed under Recordation Nos. 10407 and 10408  
Lease Filed under Recordation No. 10409

Dear Madam:

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

Amendment Agreement dated as of February 1, 1980, among The Dow Chemical Company, as Lessee, The Connecticut Bank and Trust Company, as Owner-Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The Amendment Agreement amends Conditional Sale Agreements each dated as of April 15, 1979, previously filed and recorded with the Interstate Commerce Commission on June 1, 1979, at 11:55 a.m., Recordation Numbers 10407 and 10408, respectively, and a Lease of Railroad Equipment, dated as of April 15, 1979, previously filed and recorded as above with the Interstate Commerce Commission on June 1, 1979, at 11:55 a.m., Recordation Number 10409.

The Amendment Agreement amends Annex B to each of the Conditional Sale Agreements and Schedule A to the Lease

RECEIVED  
MAR 6 2 25 PM '80  
I.C.C. OPERATOR DR.

*Ms Lee  
this one is  
10409-B*

*Clyde W. Wheeler*

*Amended*

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

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10409-B.

*Cross index*  Please cross-index the Amendment Agreement under Recordation Numbers 10407 and 10408.

Enclosed is a check for \$30 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement and to cover the two requested cross-indexings referred to above.

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

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich

as Agent for The Dow Chemical Company.

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

Encl.

# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

Laurance V. Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/6/80 at 2:30PM, and assigned re-  
recording number(s) -10409-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

ICC FILE COPY

RECORDATION NO. 10409-B Filed 1425

[CS&M Ref. 4020-014A]

MAR 6 1980 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of February 1, 1980, among THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner Trustee") under a Trust Agreement dated as of April 15, 1979, with NEMLC LEASING ASSOCIATES NO. 1, THE DOW CHEMICAL COMPANY ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Owner Trustee has entered into a Conditional Sale Agreement No. 1 and Conditional Sale Agreement No. 2 each dated as of April 15, 1979 ("Conditional Sale Agreements"), with each of Hawker Siddeley Canada, Ltd., and Procor Limited ("Builders").

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment No. 1 and Agreement and Assignment No. 2 each dated as of April 15, 1979 ("Agreement and Assignments");

WHEREAS the Builders have been paid in full for the railroad equipment delivered under Conditional Sale Agreements and the Builders have no further interest in Conditional Sale Agreements or Agreement and Assignments.

WHEREAS the Owner Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 15, 1979 ("Lease");

WHEREAS the Owner Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 15, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreements, the Agreement and Assignments, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 1, 1979, at 11:55 a.m. and were assigned recordation numbers 10407, 10408, 10407-A, 10408-A, 10409 and 10409-B, respectively;

WHEREAS certain units of railroad equipment are listed in the Conditional Sale Agreements and the Lease as being subject thereto, but such units were in fact not delivered and accepted pursuant to the terms thereof on or before June 30, 1979;

WHEREAS according to the terms of Article 3 of the Conditional Sale Agreements, such units of railroad equipment as were not delivered and accepted on or prior to June 30, 1979, are excluded from the Conditional Sale Agreements and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreements and the Lease to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreements and the Lease;

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

1. Annex B to Conditional Sale Agreement No. 1 *Rec 10407* is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Annex B to Conditional Sale Agreement No. 2 *Rec 10408* is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. Schedule A to Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto. *Rec 10409*

4. The Agreement and Assignments and the Lease Assignment are hereby amended to permit the aforesaid amendments to the Conditional Sale Agreements and the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreements and § 15 of the Lease.

6. Except as amended hereby, the Conditional Sale Agreements, the Lease, the Agreement and Assignments and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers

thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner Trustee as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

THE DOW CHEMICAL COMPANY,

MT by

D. F. Harlow  
Vice President



[Corporate Seal]

Attest:

Lois J. Haerlein  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

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

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1980 before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

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

[Notarial Seal]

My Commission expires \_\_\_\_\_

STATE OF MICHIGAN, )  
*County of Midland* ) ss.:

On this *28th* day of *February* 1980 before me personally appeared *I. F. Harlow*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Lorna M. Firchau*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_

LORNA M. FIRCHAU  
Notary Public, Saginaw County, Michigan  
Acting in Midland County  
My Commission Expires April 26, 1982

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1980 before me
personally appeared

, to me personally known, who,
being by me duly sworn, says that he is an Assistant Vice
President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said Corporation, that said instrument
was signed and sealed on behalf of said Corporation by
authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Annex B  
to  
Conditional Sale Agreement No. 1

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Hawker <u>Siddeley</u>	111-A-100W-1	Engineer- ing Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrange- ment Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CGBX-6000 6004, 6008 6011, 6017, 6018, 6023, 6025, 6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979 F.O.B. at Builder's plant, Trenton, Nova Scotia.

Annex B

to

Conditional Sale Agreement No. 2

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
<u>Procor</u>								
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	22	DCXL 1075-1093, 1095-1097	\$ Can. 60,251	\$ Can. 1,325,522	June 1979, at Sarnia, Ontario
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098-1103	\$ Can. 60,126	\$ Can. 420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000-3008, 3010, 3011	\$ Can. 60,850	\$ Can. 669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009-3012, 3022,	\$ Can. 60,825	\$ Can. 729,900	June 1979, at Sarnia, Ontario
				<u>52</u>			<u>\$ Can. 3,145,654</u>	

SCHEDULE A TO LEASE

Type	Department Of Transport Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated		Time and Place of Delivery
						Unit Base Price	Total Base Price	
Hawker Siddeley	111-A-100W-1	Engineer- ing Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrange- ment Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CEBX-6000 6004,6008 6011,6017, 6018,6023, 6025,6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979, F.O.B. at Builder's plant, Trenton, Nova Scotia.
Procor	105-A-300W	106/3	Sarnia, Ontario	22	DCIX 1075- 1093, 1095- 1097	\$60,251	\$1,325,522	June 1979, at Sarnia, Ontario

SCHEDULE A TO LEASE (CONT'D)

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098-1103	60,126	420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000-3008, 3010, 3011	60,850	669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009, 3012-3022	60,825	729,900	June 1979, at Sarnia, Ontario

\$Can.  
4,695,009.40

AMENDMENT AGREEMENT, dated as of February 1, 1980, among THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner Trustee") under a Trust Agreement dated as of April 15, 1979, with NEMLC LEASING ASSOCIATES NO. 1, THE DOW CHEMICAL COMPANY ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Owner Trustee has entered into a Conditional Sale Agreement No. 1 and Conditional Sale Agreement No. 2 each dated as of April 15, 1979 ("Conditional Sale Agreements"), with each of Hawker Siddeley Canada, Ltd., and Procor Limited ("Builders").

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment No. 1 and Agreement and Assignment No. 2 each dated as of April 15, 1979 ("Agreement and Assignments");

WHEREAS the Builders have been paid in full for the railroad equipment delivered under Conditional Sale Agreements and the Builders have no further interest in Conditional Sale Agreements or Agreement and Assignments.

WHEREAS the Owner Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 15, 1979 ("Lease");

WHEREAS the Owner Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 15, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreements, the Agreement and Assignments, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 1, 1979, at 11:55 a.m. and were assigned recordation numbers 10407, 10408, 10407-A, 10408-A, 10409 and 10409-B, respectively;

WHEREAS certain units of railroad equipment are listed in the Conditional Sale Agreements and the Lease as being subject thereto, but such units were in fact not delivered and accepted pursuant to the terms thereof on or before June 30, 1979;

WHEREAS according to the terms of Article 3 of the Conditional Sale Agreements, such units of railroad equipment as were not delivered and accepted on or prior to June 30, 1979, are excluded from the Conditional Sale Agreements and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreements and the Lease to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreements and the Lease;

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

1. Annex B to Conditional Sale Agreement No. 1 is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. Schedule A to Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The Agreement and Assignments and the Lease Assignment are hereby amended to permit the aforesaid amendments to the Conditional Sale Agreements and the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreements and § 15 of the Lease.

6. Except as amended hereby, the Conditional Sale Agreements, the Lease, the Agreement and Assignments and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers

thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner Trustee as aforesaid,

by   
Authorized Officer

[Corporate Seal]

Attest:

  
Authorized Officer

THE DOW CHEMICAL COMPANY,

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

[Corporate Seal]

Attest:

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

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by \_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 14th day of February 1980 before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
Notary Public

BARBARA S. KACICH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1982

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 )

On this            day of            1980 before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is a Vice President of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

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

[Notarial Seal]

My Commission expires



Annex B  
to  
Conditional Sale Agreement No. 1

<u>Type</u>	<u>Department of Transport Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
Hawker <u>Siddeley</u>								
Caustic Soda Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrangement Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CGBX-6000 6004, 6008 6011, 6017, 6018, 6023, 6025, 6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979 F.O.B. at Builder's plant, Trenton, Nova Scotia.

## Annex B

to

## Conditional Sale Agreement No. 2

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
<u>Procor</u>								
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	22	DCXL 1075-1093, 1095-1097	\$ Can. 60,251	\$ Can. 1,325,522	June 1979, at Sarnia, Ontario
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098-1103	\$ Can. 60,126	\$ Can. 420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000-3008, 3010, 3011	\$ Can. 60,850	\$ Can. 669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009-3012, 3022,	\$ Can. 60,825	\$ Can. 729,900	June 1979, at Sarnia, Ontario
				<u>52</u>			<u>\$ Can. 3,145,654</u>	

SCHEDULE A TO LEASE

<u>Type</u>	<u>Department of Transport Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
Hawker <u>Siddeley</u>	111-A-100W-1 Caustic Soda Cars	Engineering Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrangement Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CEBX-6000 6004,6008 6011,6017, 6018,6023, 6025,6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979, F.O.B. at Builder's plant, Trenton, Nova Scotia.
<u>Procor</u>	105-A-300W Vinyl Chloride Monomer Cars	106/3	Sarnia, Ontario	22	DCIX 1075-1093, 1095-1097	\$60,251	\$1,325,522	June 1979, at Sarnia, Ontario

Exhibit C

SCHEDULE A TO LEASE (CONT'D)

Type	Department Of Transport Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098- 1103	60,126	420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000- 3008, 3010, 3011	60,850	669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009, 3012- 3022	60,825	729,900	June 1979, at Sarnia, Ontario

\$Can.  
4,695,009.40

AMENDMENT AGREEMENT, dated as of February 1, 1980, among THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner Trustee") under a Trust Agreement dated as of April 15, 1979, with NEMLC LEASING ASSOCIATES NO. 1, THE DOW CHEMICAL COMPANY ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Owner Trustee has entered into a Conditional Sale Agreement No. 1 and Conditional Sale Agreement No. 2 each dated as of April 15, 1979 ("Conditional Sale Agreements"), with each of Hawker Siddeley Canada, Ltd., and Procor Limited ("Builders").

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment No. 1 and Agreement and Assignment No. 2 each dated as of April 15, 1979 ("Agreement and Assignments");

WHEREAS the Builders have been paid in full for the railroad equipment delivered under Conditional Sale Agreements and the Builders have no further interest in Conditional Sale Agreements or Agreement and Assignments.

WHEREAS the Owner Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 15, 1979 ("Lease");

WHEREAS the Owner Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of April 15, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreements, the Agreement and Assignments, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 1, 1979, at 11:55 a.m. and were assigned recordation numbers 10407, 10408, 10407-A, 10408-A, 10409 and 10409-B, respectively;

WHEREAS certain units of railroad equipment are listed in the Conditional Sale Agreements and the Lease as being subject thereto, but such units were in fact not delivered and accepted pursuant to the terms thereof on or before June 30, 1979;

WHEREAS according to the terms of Article 3 of the Conditional Sale Agreements, such units of railroad equipment as were not delivered and accepted on or prior to June 30, 1979, are excluded from the Conditional Sale Agreements and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreements and the Lease to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreements and the Lease;

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

1. Annex B to Conditional Sale Agreement No. 1 is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. Schedule A to Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The Agreement and Assignments and the Lease Assignment are hereby amended to permit the aforesaid amendments to the Conditional Sale Agreements and the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreements and § 15 of the Lease.

6. Except as amended hereby, the Conditional Sale Agreements, the Lease, the Agreement and Assignments and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers

thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner Trustee as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

THE DOW CHEMICAL COMPANY,

by

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

[Corporate Seal]

Attest:

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

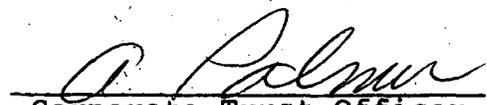
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

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

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Asst. Corporate Trust Officer

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of            1980 before me  
personally appeared            , to me person-  
ally known, who, being by me duly sworn, says that he is  
an Authorized Officer of THE CONNECTICUT BANK AND TRUST  
COMPANY, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said Corporation,  
that said instrument was signed and sealed on behalf of said  
Corporation by authority of its Board of Directors, and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said Corporation.

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

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO, )  
 ) ss.:  
 , )

On this            day of            1980 before me  
personally appeared            , to me person-  
ally known, who, being by me duly sworn, says that he is a  
Vice President of THE DOW CHEMICAL COMPANY, that one of the  
seals affixed to the foregoing instrument is the corporate  
seal of said Corporation, that said instrument was signed and  
sealed on behalf of said Corporation by authority of its  
Board of Directors, and he acknowledged that the execution of  
the foregoing instrument was the free act and deed of said  
Corporation.

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

[Notarial Seal]

My Commission expires



Annex B  
to  
Conditional Sale Agreement No. 1

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Hawker Siddleley	111-A-100W-1	Engineering Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrangement Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CGBX-6000 6004, 6008 6011, 6017, 6018, 6023, 6025, 6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979 F.O.B. at Builder's plant, Trenton, Nova Scotia.

Annex B  
to  
Conditional Sale Agreement No. 2

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	22	DCIX 1075-1093, 1095-1097	\$ Can. 60,251	\$ Can. 1,325,522	June 1979, at Sarnia, Ontario
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098-1103	\$ Can. 60,126	\$ Can. 420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000-3008, 3010, 3011	\$ Can. 60,850	\$ Can. 669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009-3012-3022,	\$ Can. 60,825	\$ Can. 729,900	June 1979, at Sarnia, Ontario
				<u>52</u>			<u>\$ Can. 3,145,654</u>	

SCHEDULE A TO LEASE

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price		Estimated Total Base Price	Time and Place of Delivery
						\$Can.	\$Can.		
Hawker Siddeley	111-A-100W-1	Engineering Tank Car Data Sheet No. B-219 dated June 23, 1978, and General Arrangement Drawing No. A154F119 dated December 2, 1978.	Trenton, Nova Scotia	29	CEBX-6000 6004,6008 6011,6017, 6018,6023, 6025,6026, 6029-6031, 6033-6045, 6057-6060	\$Can. 53,426.05	\$Can. 1,549,355.40	June 1979, F.O.B. at Builder's plant, Trenton, Nova Scotia.	
Procor	105-A-300W	106/3	Sarnia, Ontario	22	DCIX 1075-1093, 1095-1097	\$60,251	\$1,325,522	June 1979, at Sarnia, Ontario	

SCHEDULE A TO LEASE (CONT'D)

Type	Department of Transport Designation	Builder's Specifications	Builder's Plant	Quantity	Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Time and Place of Delivery
Vinyl Chloride Monomer Cars	105-A-300W	106/3	Sarnia, Ontario	7	DCXL 1094, 1098-1103	60,126	420,882	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	11	DCXL 3000-3008, 3010, 3011	60,850	669,350	June 1979, at Sarnia, Ontario
Chlorine Cars	105-A-500W	108/2	Sarnia, Ontario	12	DCXL 3009, 3012-3022	60,825	729,900	June 1979, at Sarnia, Ontario
							<u>\$Can.</u>	
							<u>4,695,009.40</u>	