

CRAVATH, SWAINE & MOORE

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NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

RECORDATION NO. 9496-D
Filed 1425

MAR 5 1980 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

No. 0-065A020

Date MAR 5 1980

Fee \$ 16.00

ICC Washington, D. C.

March 3, 1980

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*Ms. Lee -
This one is
9496-D*

Amendment Agreement (A) Dated as of January 15, 1979
Amending Conditional Sale Agreement
Filed under Recordation No. 9496 and
Lease Filed under Recordation No. 9496-B

Dear Madam:

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

Amendment Agreement (A) dated as of January 15, 1979, 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 a Conditional Sale Agreement dated as of May 15, 1978, previously filed and recorded with the Interstate Commerce Commission on June 30, 1978, at 10:05 a.m., Recordation Number 9496 and a Lease of Railroad Equipment dated as of May 15, 1978, previously filed and recorded as above with the Interstate Commerce Commission on June 30, 1978, at 10:05 a.m., Recordation Number 9496-B.

The Amendment Agreement amends Annex B to the Conditional Sale Agreement and Schedule A to the Lease to show

C. Dwyer

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

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 9496-D.

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

Please stamp all seven 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 six 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.

7496-D
ICC FILE COPY

REGISTRATION NO. 9496-19 Filed 1425

[CS&M Ref. 2043-838A]

MAR 5 1980 -9 45 AM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT (A), dated as of

January 15, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Owner Trustee (the "Vendee"), under a Trust Agreement dated as of May 15, 1978, with New England Merchants Leasing Corporation D, THE DOW CHEMICAL COMPANY (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee, GENERAL AMERICAN TRANSPORTATION CORPORATION and RICHMOND TANK CAR COMPANY (the "Builders") have entered into a Conditional Sale Agreement dated as of May 15, 1978 (the "Conditional Sale Agreement");

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment dated as of May 15, 1978 (the "Agreement and Assignment");

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

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of May 15, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of May 15,

1978 (the "Lease Assignment");

WHEREAS the Conditional Sale Agreement, the Agreement and Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 30, 1978, at 10:05 a.m. and were assigned recordation numbers 9496, 9496-A, 9496-B and 9496-C, respectively;

WHEREAS the Conditional Sale Agreement and the Lease included a list of railroad equipment from which deliveries could be made but only the first units of railroad equipment delivered by the Builders having an estimated total base price of \$1,802,400 were intended to be covered by the Conditional Sale Agreement and the Lease; and

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

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

1. Annex B to the Conditional Sale Agreement is hereby deleted and restated in its entirety as shown in Exhibit A hereto.

2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the Lease as though originally set forth therein.

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

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

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

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

[Corporate Seal]

by

Attest:

Authorized Officer

Authorized Officer

THE DOW CHEMICAL COMPANY,

[Corporate Seal]

by

Attest:

Vice President

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

[Corporate Seal]

by

Attest:

Assistant Vice President

Corporate Trust Officer

ANNEX B

This Annex B replaces the original Annex B to the Conditional Sale Agreement

Type	AAR Mechanical Designation	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
General Service Tank Car 20,000 gal. nom. cap.	T	TC-6322-1	Masury, Ohio	7	DOWX 3792 DOWX 3802, 3804, 3806, 3807, 3810, 3811	\$42,724.04 41,056.80	\$ 42,724.04 246,340.80	June 1978, at Masury, Ohio
General Service Tank Car 23,000 gal. nom. cap.	T	TC-6322-3	Masury, Ohio	7	DOWX 3937 DOWX 3948, 3958, 3960, 3974, 3978, 3980	44,484.59 42,754.59	44,484.59 256,527.54	June 1978, at Masury, Ohio
General Service Tank Car 30,000 gal. nom. cap.	T	TC-6322-5	Masury, Ohio	7	DOWX 4275-4278, 4280-4281, 4284	38,226.68	267,586.76	June 1978, at Masury, Ohio
				<u>21</u>			<u>\$857,663.73</u>	

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Unit		Estimated Time and Place of Delivery
						Base Price	Total Base Price	
Richmond Tank Car Company								
General Service Tank Car 20,000 gal. nom. cap.	T	2810-TS	Sheldon, Texas	15	DOWX 3838-3849, 3851-3853	\$34,115.12	\$ 511,726.80	June 1978, at Sheldon, Texas
Propylene Oxide Tank Car 25,000 gal. nom. cap.	T	2862-TS	Sheldon, Texas	5	DOWX 4483, 4485, 4487-4489	46,311.12	231,555.60	June 1978, at Sheldon, Texas
				<u>20</u> <u>41</u>			\$ 743,282.40 <u>\$1,600,946.13</u>	

SCHEDULE A

This Schedule A replaces the original
Schedule A to the Lease

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
<u>GATX</u>		
General Service Tank Car 20,000 gal. nom. cap.	7	DOWX 3792, 3802, 3804, 3806, 3807, 3810, 3811
General Service Tank Car 23,000 gal. nom. cap.	7	DOWX 3937, 3948, 3958, 3960, 3974, 3978, 3980
General Service Tank Car 30,000 gal. nom. cap.	7	DOWX 4275-4278, 4280-4281, 4284
<u>Richmond Tank Car Company</u>		
General Service Tank Car 20,000 gal. nom. cap.	15	DOWX 3838-3849, 3851-3853
Propylene Oxide Tank Car 25,000 gal. nom. cap.	5	DOWX 4483, 4485, 4487-4489