

11428-B
RECORDATION NO. 11428-B
FEB 1981

RECORDATION

JAN 13 1981 - 10 10 AM

JAN 13 1981 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION RECEIVED
CRAVATH, SWAIN & MOORE

JAN 13 10 03 AM '81
I. C. C.
FEE OPERATION BR.

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RALPH L. McAFEE
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
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

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

33 THROMMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 6814901

No. 1-0134499
Date JAN 13 1981
Fee \$ 20.00
Washington, D. C.

This is under 11428-B

January 9, 1981

Amendment Agreement Dated as of December 1, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 11426 and
Lease Filed under Recordation No. 11428.

Dear Madam: *See page 2 for cross indexing under Rec No 11426*

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 counterparts of the following document:

Amendment Agreement dated as of December 1, 1980, among The Dow Chemical Company, as Lessee, The Connecticut Bank and Trust Company, as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, City National Bank and First National Bank of Louisville, as Owners, and Hawker Siddeley Canada Inc., as Builder.

The Amendment Agreement amends a Conditional Sale Agreement dated as of January 2, 1980, previously filed and recorded with the Interstate Commerce Commission on January 28, 1980, at 11:05 a.m., Recordation Number 11426 and a Lease of Railroad Equipment dated as of January 2, 1980, previously filed and recorded as above with the Interstate

Counterpart - Kaenan F. Horton

Commerce Commission on January 28, 1980, at 11:05 a.m.,
Recordation Number 11428.

The Amendment Agreement amends the Conditional
Sale Agreement and the Lease to delete 35 ethylene glycol
cars.

Please file and record the Amendment Agreement
submitted with this letter and assign it Recordation Number
11428-B.

→ Please cross-index the Amendment Agreement under
Recordation Number 11426.

Enclosed is a check for \$20 payable to the Interstate
Commerce Commission for the recordation fee for the Amendment
Agreement and to cover the requested cross-indexing referred
to above.

Please stamp all 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 remaining
counterparts of the document be delivered to the bearer of
this letter.

Very truly yours,


Susan E. Gorman
as Agent for The Dow Chemical
Company.

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

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

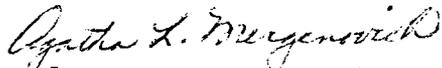
OFFICE OF THE SECRETARY

Susan E. Gorman
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, New York 10005

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/13/81 at 10:10AM , and assigned re-
recording number(s) . 11428-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

JAN 13 1981 - 10 10 AM

[CS&M Ref. 2043-977]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by 
Vice President

[Corporate Seal]

Attest:



Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Assistant Vice President

[Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as Trustee
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

THE DOW CHEMICAL COMPANY,

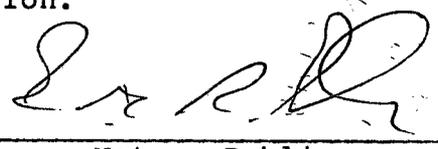
by

[Corporate Seal]

Attest:

PROVINCE OF *Ontario*)
) ss.:
CITY OF *Toronto*)

On this *19th* day of December 1980, before me personally appeared *Isaac E. Bull*, to me personally known, who being by me duly sworn, says that he is a *Vice President* of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of December 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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 CONNECTICUT,))
) ss.:
 COUNTY OF HARTFORD,)

On this day of December 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 and 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,))
) ss.:
 COUNTY OF MIDLAND,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of January 2, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 1, 1980, amending CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by _____

Date: _____

[Seal]

Attest:

FIRST NATIONAL BANK OF LOUISVILLE,

by _____

Date: _____

[Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Vice President

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

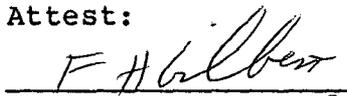
by

[Seal]



Assistant Vice President

Attest:



Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as Trustee
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]

Attest:

PROVINCE OF ,)
) ss.:
CITY OF ,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,))
) ss.:
CITY OF BALTIMORE,)

On this ^{18th} day of December 1980, before me personally appeared G. J. Johnston , to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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.

Patricia A. Shilow

Notary Public

[Notarial Seal]

My Commission Expires 7-1-82



STATE OF CONNECTICUT,)

) ss.:

 COUNTY OF HARTFORD,)

On this day of December 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 and 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,)

) ss.:

 COUNTY OF MIDLAND,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of January 2, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 1, 1980, amending CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by _____

Date: _____

[Seal]

Attest:

FIRST NATIONAL BANK OF LOUISVILLE,

by _____

Date: _____

[Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Vice President

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

[Seal]

Assistant Vice President

Attest:

Corporate Trust Officer



THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

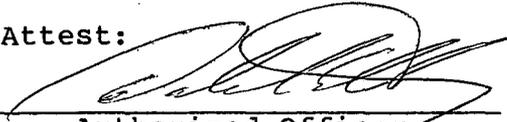
by



Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]

Attest:

PROVINCE OF ,)
) ss.:
CITY OF ,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of January 2, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 1, 1980, amending CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by _____

Date: _____

[Seal]

Attest:

FIRST NATIONAL BANK OF LOUISVILLE,

by _____

Date: _____

[Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Vice President

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

[Seal]

Assistant Vice President

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

THE DOW CHEMICAL COMPANY,

by

J. S. Walshaw

JOHN S. WALSHAW
ASSISTANT TREASURER

[Corporate Seal]

Attest:

R. W. Barber

Assistant Secretary



PROVINCE OF ,)
) ss.:
CITY OF ,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of January 2, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 1, 1980, amending CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by _____

Date: _____

[Seal]

Attest:

FIRST NATIONAL BANK OF LOUISVILLE,

by _____

Date: _____

[Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. The CSA and the Lease are hereby amended to exclude from Annex B to the CSA and Schedule A to the Lease the following units of Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Vice President

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

[Seal]

Assistant Vice President

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as Trustee
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]

Attest:

PROVINCE OF ,)
) ss.:
CITY OF ,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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 CONNECTICUT,))
) ss.:
 COUNTY OF HARTFORD,)

On this day of December 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 and 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,))
) ss.:
 COUNTY OF MIDLAND,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

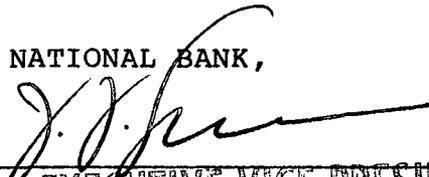
Dear Sirs:

Reference is made to a Trust Agreement dated as of
January 2, 1980, between the undersigned and you, as Trustee
(the "Trust Agreement"). We instruct you to enter into an
Amendment Agreement dated as of December 1, 1980, amending
CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment
(as each is defined in the Trust Agreement) in the form to
which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by


EXECUTIVE VICE PRESIDENT
Date: 1-8-81

[Seal]

Attest:


Asst. Sec.

FIRST NATIONAL BANK OF LOUISVILLE,

by

Date:

[Seal]

Attest:

AMENDMENT AGREEMENT dated as of December 1, 1980, among THE DOW CHEMICAL COMPANY (the "Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") under a Trust Agreement dated as of January 2, 1980, with CITY NATIONAL BANK and FIRST NATIONAL BANK OF LOUISVILLE (the "Owners"), HAWKER SIDDELEY CANADA INC. (the "Builder") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Trustee and the Builder (under its former name Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement No. 1 dated as of January 2, 1980 ("CSA No. 1");

WHEREAS the Builder (under its former name Hawker Siddeley Canada Ltd.) and the Assignee have entered into an Agreement and Assignment No. 1 dated as of January 2, 1980 ("Assignment No. 1");

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease");

WHEREAS the Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 (the "Lease Assignment");

WHEREAS CSA No. 1, Assignment No. 1, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 28, 1980, at 11:05 a.m., and were assigned recordation numbers 11426, 11426-A, 11428 and 11428-A, respectively, and with the applicable offices of British Columbia, Alberta, Saskatchewan, Ontario, Manitoba and Pictou County, Nova Scotia, Canada;

WHEREAS the security interests of the Agent in the Equipment, CSA No. 1 and the Lease were duly perfected in the State of Connecticut and the security interests of the Agent in the Equipment and the Lease were duly perfected in the State of Michigan;

WHEREAS certain units of railroad equipment are listed in the CSA and the Lease as being subject thereto

but such units were in fact not delivered and accepted pursuant to the terms thereof;

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by their instruction attached hereto; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

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

1. ~~The CSA~~^{no. 1} and the Lease are hereby amended to exclude from Annex B to ~~the CSA~~^{no. 1} and Schedule A to the Lease the following units of Equipment: p. 2

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>
35	Ethylene Glycol Cars	111-A-100W-1	Engineering Tank Car Data Sheet No. D-158, Revision "A", dated October 3, 1979, and General Arrangement Draw- ing No. A154 F208 dated October 3, 1979	CGBX 4360- 4394	\$Can. 64,000	\$Can. 2,240,000

2. The Assignment No. 1 and the Lease Assignment are hereby amended to permit the aforesaid amendment to CSA No. 1 and the Lease as though originally set forth therein.

3. The Trustee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of CSA No. 1.

4. Except as amended hereby, CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

HAWKER SIDDELEY CANADA INC.,

by

[Corporate Seal]

Vice President

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

[Seal]

Assistant Vice President

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as Trustee
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]

Attest:

PROVINCE OF ,)
) ss.:
CITY OF ,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of HAWKER SIDDELEY CANADA INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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 MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and 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 CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of December 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 and 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,)
) ss.:
 COUNTY OF MIDLAND,)

On this day of December 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an of THE DOW CHEMICAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of January 2, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of December 1, 1980, amending CSA No. 1, the Lease, Assignment No. 1 and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

CITY NATIONAL BANK,

by _____

Date: _____

[Seal]

Attest:

FIRST NATIONAL BANK OF LOUISVILLE,

by *Ronald Fullmer*

Date: December 22, 1980

[Seal]

Attest:
Jennie K. Hurst

