

Counter parts - K. Bartman

RECORDATION NO. 21113 FILED

DEC 30 '97 10-35 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 21113-A, B, C, D FILED

DEC 30 '97 10-35 AM

December 30, 1997

DEC 30 10 35 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Equipment Lease Agreement, dated as of December 30, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and the following secondary documents related thereto: Trust Indenture and Security Agreement, Lease Supplement, Indenture Supplement and Bill of Sale.

The names and addresses of the parties to the enclosed documents are:

Primary → Equipment Lease Agreement
B → and
Lease Supplement

Lessor : State Street Bank and Trust Company
of Connecticut
225 Asylum Street
Hartford, Connecticut 06103

Lessee : Nova Chemicals Inc.
690 Mechanic Street
Leominster, Massachusetts 01453

Mr. Vernon A. Williams
December 30, 1997
Page 2

A → Trust Indenture and Security Agreement
and
C → Indenture Supplement

Lessor : State Street Bank and Trust Company
of Connecticut, N.A.
225 Asylum Street
Hartford, Connecticut 06103

Indenture Trustee : The First National Bank of Chicago
One First National Plaza, Suite 0126
Chicago, Illinois 60670-0126

D → Bill of Sale

~~Lessor~~ Buyer : State Street Bank and Trust Company
of Connecticut, N.A.
225 Asylum Street
Hartford, Connecticut 06103

~~Lessee~~ Seller : Nova ~~Chemicals Inc.~~ RL Inc.
690 Mechanic Street
Leominster, Massachusetts 01453

A description of the railroad equipment covered by the enclosed documents is:

350 covered hopper cars NCIX 001762 through NCIX 002111

Also enclosed is a check in the amount of \$120.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg

DEC 30 '97

10-35 AM

BILL OF SALE

Reference is hereby made to the Participation Agreement (the "Participation Agreement") dated as of December 30, 1997, among NOVA Chemicals Inc., a Delaware corporation ("Lessee"), NOVA Chemicals Ltd., an Alberta corporation ("Lessee Parent"), NOVA RL Inc., a Delaware corporation ("Seller"), Grant Holdings, Inc., a Pennsylvania corporation, Philip Morris Capital Corporation, a Delaware corporation, State Street Bank and Trust Company of Connecticut, N.A., a national banking association, not in its individual capacity, but solely as Owner Trustee ("Lessor"), Jefferson-Pilot Life Insurance Company, as Note Purchaser, and The First National Bank of Chicago, a national banking association, not in its individual capacity, but solely as Indenture Trustee. Capitalized terms not defined herein shall have the meanings assigned thereto in the Glossary incorporated into the Participation Agreement.

Seller, in consideration of the payment in cash or other immediately available funds by or on behalf of Lessor of the Lessor's Cost with respect to the Units designated on Annex I attached hereto, the receipt and sufficiency of which payment is hereby acknowledged by Seller, does hereby sell, assign, transfer, convey, grant, bargain, set over, deliver and confirm to Lessor all of Seller's right, title and interest, in and to the Units designated on Annex I hereto, together with any other right, title and interest which Seller may now have or subsequently acquire in any personal property becoming part of the Units designated on Annex I hereto, to have and to hold all of the rights to the Units designated on Annex I hereto to Lessor and its successors and assigns for their own use and benefit forever.

Seller hereby warrants to Lessor and its successors and assigns that at the time of delivery of the Units designated on Annex I hereto, Seller had good and marketable title thereto and good and lawful right to sell such personal property and that title thereto is hereby validly and effectively transferred to Lessor free and clear of all liens, security interests and other encumbrances of any nature, and Seller covenants that Seller will warrant and defend such title to such personal property forever against any claims or demands of all persons and entities whomsoever and the benefits of these warranties of Seller to Lessor shall inure to the benefit of each successor and assign of Lessor and their successors and assigns.

The Units designated on Annex I hereto are being transferred by Seller in satisfaction of a condition precedent to the execution of certain of the other Operative Agreements. This Bill of Sale shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name and on its behalf by its officer, thereunto duly authorized.

Date: December ³⁰~~29~~, 1997
EVD

NOVA RL INC.

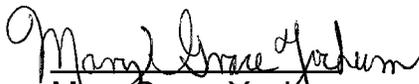
By: Ernest V. Dean
Name: Ernest V. Dean
Title: Ass't Sec.

COMMONWEALTH OF PENNSYLVANIA }

COUNTY OF BEAVER }

On this, the 12th day of December, 1997, before me, Mary Grace Yochum, the undersigned officer, personally appeared Ernest V. Dean, who acknowledged himself to be the Assistant Secretary of NOVA RL Inc., a corporation, and that he, as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Secretary.

In witness whereof, I hereunto set my hand and official seals.


Mary Grace Yochum

Notarial Seal
Mary Grace Yochum, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 26, 1998
Member, Pennsylvania Association of Notaries

ANNEX I

Description of Units

5,847 Cubic Foot Covered Hopper Cars:

NCIX001762 through NCIX001908, inclusive.

6,245 Cubic Foot Covered Hopper Cars:

NCIX001909 through NCIX002111, inclusive.