

RECORDATION NO. 20805-E FILED

ALVORD AND ALVORD
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DEC 28 '01 10-38 AM
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

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

December 27, 2001

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 an Amendment No. 1 to Lease Supplement, dated as of December 27, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Supplement which was previously filed with the Board under Recordation Number 20805.

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

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

Lessee: Nova Chemicals Inc.
690 Mechanic Street
Leominster, Massachusetts 00000

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

Three hundred forty-nine (349) covered hopper cars: NCIX 001412 – NCIX 001761 (excluding NCIX 001479).

Mr. Vernon A. Williams
December 27, 2001
Page 2

A short summary of the document to appear in the index is:

Amendment No. 1 to Lease Supplement.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

EXECUTION COPY

AMENDMENT NO. 1 TO LEASE SUPPLEMENT

Dated as of December 27, 2001

RECORDATION NO. 20805-F FILED

DEC 28 '01 10:38 AM

SURFACE TRANSPORTATION BOARD

Between

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A.,
not in its individual capacity, but solely as Owner Trustee,

Lessor,

And

NOVA CHEMICALS INC.,

Lessee

Railroad Equipment

The right, title and interest of Lessor under this Amendment No. 1 to the Lease Supplement, the Lease Supplement and certain of the Rent due and to become due under the Lease have been assigned as collateral security to and are subject to a security interest in favor of Bank One, National Association (f/k/a The First National Bank of Chicago), not in its individual capacity, but solely as Indenture Trustee under a Trust Indenture and Security Agreement dated as of August 6, 1997, between said Indenture Trustee, as secured party, and Lessor, as debtor. Information concerning such security interest may be obtained from Indenture Trustee at its address provided for in the Lease. As further described in the Lease, to the extent, if any, that this Amendment No. 1 to the Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Amendment No. 1 to the Lease Supplement may be created through the transfer or possession of any counterpart other than Counterpart Number 1. This is not Counterpart Number 1.

This Amendment No. 1 to the Lease Supplement was filed with the Surface Transportation Board on December __, 2001, at __: __ a.m., Recordation No. _____, and deposited in the office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on December __, 2001, at __: __ a.m.

AMENDMENT NO. 1 TO LEASE SUPPLEMENT

THIS AMENDMENT NO. 1 to the LEASE SUPPLEMENT (this "Amendment" or "Amendment No. 1"), dated as of December 27, 2001, between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., not in its individual capacity, but solely as Owner Trustee under the Trust Agreement ("Lessor") and NOVA CHEMICALS INC., a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement, dated as of August 6, 1997 (the "Lease");

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Supplement, dated as of August 6, 1997 (the "Lease Supplement");

WHEREAS, one Unit has suffered a Casualty Occurrence and, in accordance with Section 11.3 of the Lease, Lessee has elected to terminate the Lease with respect to such Unit and purchase such Unit at the purchase price equal to its then Casualty Loss Value; and

WHEREAS, Lessor and Lessee desire to amend Schedule I to the Lease Supplement to reflect the termination of the Lease with respect to such Unit.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration herein, the receipt and sufficiency of which are hereby acknowledged, each of the Lessor and the Lessee hereby agree as follows:

1. **Definitions.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth or referred to in the Lease.

2. **Amendments.** Effective from and after the date hereof, the Lease Supplement is hereby amended by deleting Schedule I thereto in its entirety and replacing it with Schedule I attached hereto.

3. **Miscellaneous.**

(a) **References.** Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the "Equipment Lease Agreement dated as of August 6, 1997", or may identify the Lease or the Lease Supplement in any other respect without making specific reference to the this Amendment, but nevertheless all such references shall be deemed to include this Amendment, unless the context otherwise requires.

(b) **Full Force and Effect; Deemed Effectiveness.** This Amendment shall be construed in connection with and as part of the Lease Supplement and the Lease, and all terms, conditions and covenants contained in the Lease and Lease Supplement, as amended by this Amendment, shall be and remain in full force and effect.

(c) **Counterparts.** This Amendment may be executed by the parties hereto in

separate counterparts, each executed counterpart constituting an exchangeable original, but all together one and the same instrument.

(d) Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the internal laws and decisions of the State of New York (as opposed to conflicts of law provisions); provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

[Signature page follows.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 1 to the Lease Supplement to be executed and delivered as of the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.,
not in its individual capacity,
but solely as Owner Trustee

By 

Name: Mark A. Forgetta
Title: Vice President

LESSEE:

NOVA CHEMICALS INC.

By _____

Name:
Title:

INDENTURE TRUSTEE'S ACKNOWLEDGMENT

Indenture Trustee hereby acknowledges receipt of this Counterpart Number 1 of this Amendment No. 1 to the Lease Supplement.

BANK ONE, NATIONAL ASSOCIATION
(F/K/A THE FIRST NATIONAL BANK OF
CHICAGO),
not in its individual capacity,
but solely as Indenture Trustee

By _____

Name:
Title:

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STATE OF CONNECTICUT)
)
) SS.
COUNTY OF HARTFORD)

On the ___ day of December in the year 2001 before me, the undersigned, personally appeared MARIE A. TORRETTA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of HARTFORD and State of CONNECTICUT

Karen R. Felt
NOTARY SEAL over Signature
Notary Public.
My commission expires

KAREN R. FELT
NOTARY PUBLIC
MY COMMISSION EXPIRES 02/29/2004

STATE OF _____)
)
) SS.
COUNTY OF _____)

On the ___ day of December in the year 2001 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of _____ and State of _____.

By:
NOTARY SEAL over Signature
Notary Public,
My commission expires

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 1 to the Lease Supplement to be executed and delivered as of the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.,
not in its individual capacity,
but solely as Owner Trustee

By _____
Name:
Title:

LESSEE:

NOVA CHEMICALS INC.

By Ernest V. Dear
Name: Ernest V Dear
Title: Secretary

INDENTURE TRUSTEE'S ACKNOWLEDGMENT

Indenture Trustee hereby acknowledges receipt of this Counterpart Number 1 of this Amendment No. 1 to the Lease Supplement.

BANK ONE, NATIONAL ASSOCIATION
(F/K/A THE FIRST NATIONAL BANK OF
CHICAGO),
not in its individual capacity,
but solely as Indenture Trustee

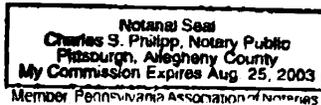
By _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF BEAVER }

On this, the 21st day of December, 2001, before me, Charles S. Philipp, the
(notary)
undersigned officer, personally appeared Ernest V. Dean, who acknowledged himself to be the
Secretary of Nova Chemicals Inc., a corporation, and he, as such Secretary, being
authorized to do so, executed the foregoing instrument, namely the Amendment No.1 to Lease
Supplement dated as of December 27, 2001, for the purposes therein contained by
signing the name of the corporation by himself as Secretary.

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

Charles S. Philipp
Name: Charles S. Philipp
(notary)



**Schedule I to
Lease Supplement**

<u>Number of Units</u>	<u>Size and Type of Equipment</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>	<u>Lessor's Cost Per Unit</u>
349	5847 Cubic Foot Covered Hopper Cars	National Steel Car Limited	National Steel Car Limited	NCIX001412 through NCIX001761, inclusive, but excluding NCIX001479.	\$68,000

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/27/01



Robert W. Alvord