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

OF COUNSEL  
URBAN A. LESTER

November 4, 2002

RECORDATION NO. 20281-J FILED

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

NOV 04 '02 4-01 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Amendment No. 2 to Lease Supplement No. 1, dated as of October 28, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to those previously filed with the Board under Recordation Number 20281.

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

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

Lessee: NOVA Chemicals Inc.  
1550 Coraopolis Heights Road  
Moon Township, PA 15108

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

485	5810 Cubic Foot Covered Hopper Cars	NCIX000212 through NCIX000701, inclusive, but excluding NCIX000258, NCIX000366, NCIX000394, NCIX000454 and NCIX000578.
20	5810 Cubic Foot Covered Hopper Cars	NCIX000703 through NCIX000722, inclusive.
5	5810 Cubic Foot Covered Hopper Cars	NCIX000724 through NCIX000728, inclusive.
17	5810 Cubic Foot Covered Hopper Cars	NCIX000730 through NCIX000746, inclusive.

Mr. Vernon A. Williams  
November 4, 2002  
Page Two

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

Amendment No. 2 to Lease Supplement No. 1

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

AMENDMENT NO. 2 TO LEASE SUPPLEMENT NO. 1

Dated as of October 28, 2002

RECORDATION NO. 20281-J FILED

NOV 04 '02 4-01 PM

SURFACE TRANSPORTATION BOARD

Between

STATE STREET BANK AND TRUST COMPANY,  
not in its individual capacity, but solely as Owner Trustee,

Lessor,

And

NOVA CHEMICALS INC.,

Lessee

Railroad Equipment

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The right, title and interest of Lessor under this Amendment No. 2 to the Lease Supplement No. 1, the Lease Supplement No. 1 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 September 27, 1996, 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. 2 to the Lease Supplement No. 1 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. 2 to the Lease Supplement No. 1 may be created through the transfer or possession of any counterpart other than Counterpart Number 1. This is not Counterpart Number 1.

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This Amendment No. 2 to the Lease Supplement No.1 was filed with the Surface Transportation Board on \_\_\_\_\_, 2002, 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 \_\_\_\_\_, 2002, at \_\_\_:\_\_\_ a.m.

**AMENDMENT NO. 2 TO LEASE SUPPLEMENT**

THIS AMENDMENT NO. 2 to the LEASE SUPPLEMENT NO. 1 (this "Amendment" or "Amendment No. 2"), dated as of October 28, 2002, between STATE STREET BANK AND TRUST COMPANY (as successor to Fleet National Bank), a Massachusetts trust company, 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 September 27, 1996 (the "Lease");

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Supplement No. 1, dated as of September 27, 1996, as amended (the "Lease Supplement");

WHEREAS, Lessor and Lessee have heretofore entered into that certain Amendment No. 1 to Lease Supplement, dated as of December 27, 2001 (the "Amendment No. 1 to Lease Supplement");

WHEREAS, two Units have suffered a Casualty Occurrence and Lessee has elected to terminate the Lease with respect to such Units and purchase such Units; 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 Units.

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 September 27, 1996", or may identify the Lease or the Lease Supplement in any other respect without making specific reference to any Amendment, but nevertheless all such references shall be deemed to include all such Amendments, 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.

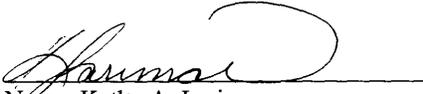
(d) Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the internal laws and decisions of the State of New York (as opposed to conflicts of law provisions); provided, however, that the parties shall be entitled to all rights conferred by any applicable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

[Signature page follows.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 2 to the Lease Supplement No. 1 to be executed and delivered as of the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY,  
not in its individual capacity,  
but solely as Owner Trustee

By   
Name: Kathy A. Larimore  
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. 2 to the Lease Supplement No. 1.

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:



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 2 to the Lease Supplement No. 1 to be executed and delivered as of the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY,  
not in its individual capacity,  
but solely as Owner Trustee

By \_\_\_\_\_  
Name:  
Title:

LESSEE:

NOVA CHEMICALS INC.

By  \_\_\_\_\_  
Name: **John P. Sereda**  
Title: **Vice President, Finance & Treasurer**

INDENTURE TRUSTEE'S ACKNOWLEDGMENT

Indenture Trustee hereby acknowledges receipt of this Counterpart Number 1 of this Amendment No. 2 to the Lease Supplement No. 1.

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:

STATE OF PENNSYLVANIA )

) SS.

COUNTY OF ALLEGHENY )

On the 24<sup>th</sup> day of October in the year 2002 before me, the undersigned, personally appeared JOHN SEREDA, 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 ALLEGHENY and State of PENNSYLVANIA

By: Karen L Bartosh  
NOTARY SEAL over Signature

Notary Public,

My commission expires Dec 15 2005

Notarial Seal  
Karen L. Bartosh, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires December 15, 2005  
Member, Pennsylvania Association Of Notaries

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 2 to the Lease Supplement No. 1 to be executed and delivered as of the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY,  
not in its individual capacity,  
but solely as Owner Trustee

By \_\_\_\_\_  
Name:  
Title:

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. 2 to the Lease Supplement No. 1.

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

By Eva Arveteley  
Name: Eva Arveteley  
Title: ACCOUNT EXECUTIVE

STATE OF New York )

) SS.

COUNTY OF New York )

On the 28 day of October in the year 2002 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 New York and State of New York.

MARK E. DAVIS  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. NO. 01DA6004466  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES MARCH 23, 2006

By: 

NOTARY SEAL over Signature

Notary Public,

My commission expires

**Schedule 1 to  
Lease Supplement No. 1**

<u>Number of Units</u>	<u>Size and Type of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>	<u>Lessor's Cost Per Unit</u>
485	5810 Cubic Foot Covered Hopper Cars	National Steel Car Limited	NCIX000212 through NCIX000701, inclusive, but excluding NCIX000258, NCIX000366, NCIX000394, NCIX000454 and NCIX000578.	\$68,000
20	5810 Cubic Foot Covered Hopper Cars	National Steel Car Limited	NCIX000703 through NCIX000722, inclusive.	\$68,000
5	5810 Cubic Foot Covered Hopper Cars	National Steel Car Limited	NCIX000724 through NCIX000728, inclusive.	\$68,000
17	5810 Cubic Foot Covered Hopper Cars	National Steel Car Limited	NCIX000730 through NCIX000746, inclusive.	\$68,000