

RECORDATION NO. 22977-9 FILED

JAN 13 '05 2-39 PM

SURFACE TRANSPORTATION BOARD

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

January 13, 2005

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 Lease Supplement Agreement, dated as of December 23, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease Agreement previously filed with the Board under Recordation Number 22977.

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

Lessor:	Procor Limited 734 - 7th Avenue S.W. Calgary Alberta CD T29 3P9
Lessee:	NOVA Chemicals Corporation 645- 7th Avenue S.W. Calgary Alberta CD T29 4G8

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document
is:

1 covered hopper car: NCIX 7100.

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

Lease Supplement Agreement.

Also enclosed is a check in the amount of \$32.00 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

REGISTRATION NO. 22977-5 FILED

JAN 13 '05 2-39 PM

Execution Copy

SURFACE TRANSPORTATION BOARD
RAILCAR LEASE AGREEMENT
LEASE SUPPLEMENT

This LEASE SUPPLEMENT effective December 23, 2004 between PROCOR LIMITED ("Lessor"), and NOVA CHEMICALS CORPORATION ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Railcar Lease Agreement effective June 29, 2000 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Unit under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Unit set forth on Schedule I hereto and, without waiving any rights against the Manufacturer or any person other than the Lessor, that such Unit complies in all material respects with the specifications for such Unit and is in good working order.
2. Lessor hereby confirms lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, of the Unit listed on Schedule I hereto.
3. Lessee hereby represents and warrants that no Casualty Occurrence has occurred with respect to the Unit set forth on Schedule I hereto as of the date hereof.
4. The Closing Date of the Unit described on Schedule I hereto is the date of this Lease Supplement set forth in the opening paragraph hereof.
5. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for the Unit leased hereunder as provided for in the Lease.
6. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.
7. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Railcar Lease Agreement effective June 29, 2000", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context otherwise requires.

8. This Lease Supplement (and all subsequent Lease Supplements) shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.
9. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.
10. This Lease Supplement shall in all respect be governed by and construed in accordance with the laws of the Province of Alberta and laws of Canada applicable thereto.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Lease Supplement as of the date first above written in Calgary, Alberta.

LESSOR:

PROCOR LIMITED

By:



Name: David H. Patterson

Title: VP Finance

By:

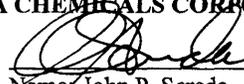
Name:

Title:

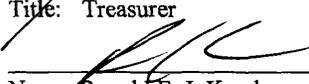
LESSEE:

NOVA CHEMICALS CORPORATION

By:


Name: John P. Sereda
Title: Treasurer

By:


Name: Ronald E. J. Kemle
Title: Assistant Corporate Secretary

Schedule I to Lease Supplement

DESCRIPTION OF EQUIPMENT

1 6400 cubic foot covered hopper car manufactured by National Steel Car Limited bearing reporting mark NCIX 7100.