

bp

RECORDATION NO. 18991-I FILED



Kent Zigterman

Senior Counsel
BP Legal

APR 08 '15 -5 20 PM

SURFACE TRANSPORTATION BOARD

BP America Inc.
150 W. Warrenville Road
MC 200-1W
Naperville, IL 60563
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VIA OVERNIGHT MAIL

April 7, 2015

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20024

Document for Recordation

Dear Ms. Brown:

Enclosed for recordation pursuant to the provision of 49 U.S.C. Section 11301(a) are one original and two copies of a Lease Termination dated March 25, 2015 ("Lease Termination"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary document to which the enclosed Lease Termination relates is the Equipment Lease 1994-A dated September 1, 1994, and associated documents previously filed with the Board under Recordation Number 18991.

The names and address of the parties to the enclosed Lease Termination are:

Lessor: U.S. Bank, National Association
(successor to The Shawmut Bank Connecticut)
425 Walnut Street
Cincinnati, Ohio 45202

Lessee: BP Amoco Chemical Company
(formerly, Amoco Chemical Company)
501 Westlake Park Boulevard
Houston, TX 77079

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

A description of the railroad equipment covered by the Lease Termination is: All rail cars listed in the documents identified on Exhibit A and Exhibit B attached to the Lease Termination.

A billing account has been opened by BP Amoco Chemical Company to cover the required recordation fee of \$4300. Attached is a copy of the Billing Account Application for your records.

Kindly return the original and one stamped copy of the Lease Termination to me at the above address.

Sincerely,

A handwritten signature in black ink that reads "Kent Zigterman".

Kent Zigterman

Enclosures

Execution Version

RECORDATION NO. 18991-I FILED

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LEASE TERMINATION

SURFACE TRANSPORTATION BOARD

Dated as of March 25, 2015

between

**BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company),
as Lessee**

and

**U.S. BANK, NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut, National Association),
not in its individual capacity but solely as Trustee,
as Lessor**

[THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON **EXHIBIT A** ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE.]

THIS LEASE TERMINATION (this "Agreement"), dated as of March 25, 2015, between BP AMOCO CHEMICAL COMPANY (formerly Amoco Chemical Company), a Delaware corporation (the "Lessee"), and U.S. BANK, NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Trustee (the "Trustee" or "Lessor") under the Trust Agreement.

WITNESSETH

WHEREAS, the Lessee and the Trustee have heretofore entered into an Equipment Lease 1994-A dated as of September 1, 1994 (as supplemented and amended from time-to-time, the "Lease"; capitalized terms used herein without definition shall have the respective meanings set forth in the Lease);

WHEREAS, pursuant to Section 13.04 of the Lease, Lessee is purchasing the remaining Units under the Lease at the expiration of the term of the Lease; and

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor and the Lessee hereby acknowledge that effective as of the date hereof, the Lease is hereby terminated. Lessor acknowledges that there remain no further obligations on the part of Lessee under the Lease, other than those obligations which are expressly stated to survive termination of the Lease.
2. The Lessee shall make all filings with the Surface Transportation Board and the Registrar General of Canada reflecting termination of the Lease.
3. Nothing contained herein shall affect those provisions of the Lease or any related documents which are expressly stated to survive the termination provided for herein.
4. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

BP AMOCO CHEMICAL COMPANY
(formerly, Amoco Chemical Company),
as Lessee

By: 

Name: CHRISTOPHER J. HUMES

Title: VICE PRESIDENT

U.S. BANK, NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut, National
Association),
not in its individual capacity but solely as Trustee,
as Lessor

By: _____

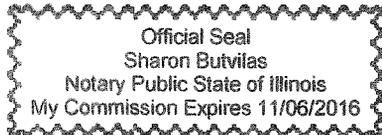
Name: _____

Title: _____

State of Illinois)
)
County of DuPage) ss

On this 24 day of March, 2015, before me, a notary public, personally appeared Christopher Humer, to me personally known, who being by me duly sworn says that he is the Vice President of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed 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.

(Notarial Seal)



Sharon Butvilas
Notary Public

My Commission Expires: 11-16-2016

State of _____)
)
County of _____) ss

On this ____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that (s)he is the _____ of U.S. BANK, NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

BP AMOCO CHEMICAL COMPANY
(formerly, Amoco Chemical Company),
as Lessee

By: _____

Name: _____

Title: _____

U.S. BANK, NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut, National
Association),
not in its individual capacity but solely as Trustee,
as Lessor

By: Susan C. Chadbourne

Name: Susan C. Chadbourne
Vice President

Title: _____

State of)
) ss
County of)

On this ____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed 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.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Connecticut)
) ss
County of Hartford)

On this 24 day of March, 2015, before me, a notary public, personally appeared Susan C. Chadbourne, to me personally known, who being by me duly sworn says that (s)he is the Vice President of U.S. BANK, NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Susan P. McNally

Notary Public

My Commission Expires:

SUSAN P. McNALLY
Notary Public, State of Connecticut
My Commission Expires March 31, 2020

Exhibit A

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ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Equipment Lease 1994-A, dated as of September 1, 1994, between Shawmut Bank Connecticut, as Lessor, and Amoco Chemical Company, as Lessee;	September 27, 1994	18991
Security Agreement-Trust Deed 1994-A, dated September 1, 1994, between Shawmut Bank Connecticut, as Debtor, and LaSalle National Bank, as Secured Party;	September 27, 1994	18991-A
Lease Supplement No.1, dated September 27, 1994, between Shawmut Bank Connecticut, as Trustee, and Amoco Chemical Company, as Lessee;	September 27, 1994	18991-B
Security Agreement-Trust Deed 1994-A Supplement No.1 dated September 27, 1994, between Shawmut Bank Connecticut, as Debtor, and LaSalle National Bank, as Secured Party;	September 27, 1994	18991-C
Name Change Certificate; Shawmut Bank Connecticut, National Association was changed to Fleet Nation Bank of Connecticut on December 1, 1995;	February 16, 1996	18991-D
Name Change Certificate; Fleet Nation Bank of Connecticut was changed to Fleet Nation Bank on April 1, 1996;	August 21, 1996	18991-E
Instrument of Acknowledgement of Succession;	May 19, 2000	18991-F
Notice of Succession of Trusteeship dated August 27, 2004, between State Street Bank and Trust Company and U.S. Bank National Association on January 1, 2003;	September 22, 2004	18991-G
Release of Liens under the Security Agreement-Trust Deed 1994-A, dated April 4, 2013, between Wilmington Trust Company, as Indenture Trustee, and Amoco Chemical Company, as Lessee	April 24, 2013	18991-H

Exhibit B

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ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Document Key</u>
Equipment Lease 1994-A, dated as of September 1, 1994, between Shawmut Bank Connecticut, as Lessor, and Amoco Chemical Company, as Lessee;	September 27, 1994	635
Security Agreement-Trust Deed 1994-A, dated September 1, 1994, between Shawmut Bank Connecticut, as Debtor, and LaSalle National Bank, as Secured Party;	September 27, 1994	636
Lease Supplement No.1, dated September 27, 1994, between Shawmut Bank Connecticut, as Trustee, and Amoco Chemical Company, as Lessee;	September 27, 1994	637
Security Agreement-Trust Deed 1994-A Supplement No.1 dated September 27, 1994, between Shawmut Bank Connecticut, as Debtor, and LaSalle National Bank, as Secured Party;	September 27, 1994	638
Release of Liens under the Security Agreement-Trust Deed 1994-A, dated April 4, 2013, between Wilmington Trust Company, as Indenture Trustee, and Amoco Chemical Company, as Lessee	April 26, 2013	22415