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URBAN A. LESTER

22440,A,B,C,D,E,F,G,H,I

September 29, 1999

RECORDATION NO. 22440 FILED

SEP 29 '99 3-10PM

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

Re: BP Amoco Chemical Trust 1999-B

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Equipment Lease 1999-B, dated as of September 29, 1999, a primary document as defined in the Board's Rules for the Recordation of Documents; and two (2) copies of each of the following secondary documents related thereto: Lease Supplements No. 1, No. 2, No. 3, No. 4, Security Agreement - Trust Deed 1999-B, Security Agreement - Trust Deed 1999-B Supplements No. 1, No. 2. No. 3 and No. 4, all dated September 29, 1999.

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

Equipment Lease
Lease Supplements No. 1, No. 2, No. 3 and No. 4

Owner Trustee/Lessor: State Street Bank and Trust Company of Connecticut, National Association
Goodwin Square
225 Asylum Street
Hartford, Connecticut 06103

Lessee: BP Amoco Chemical Company
150 W. Warrenville Road
Naperville, Illinois 60563

Security Agreement - Trust Deed
Security Agreement - Trust Deed Supplements No. 1, No. 2, No. 3 and No. 4

Debtor: State Street Bank and Trust Company of Connecticut, National Association
Goodwin Square
225 Asylum Street
Hartford, Connecticut 06103

Secured Party: LaSalle Bank, National Association
135 LaSalle Street
Chicago, Illinois 60603

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

set forth on the Annex attached to each Supplement

Also enclosed is a check in the amount of $260.00 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
Enclosures

RECORDATION NO. 22440-I FILED

SEP 29 '99 3-10PM

(to Security Agreement - Trust Deed)

SECURITY AGREEMENT-TRUST DEED 1999-B
SUPPLEMENT NO. 4

SECURITY AGREEMENT-TRUST DEED 1999-B SUPPLEMENT NO. 4 dated September 29, 1999 (this "Supplement"), from State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee (the "Debtor") for Comerica Leasing Corporation, and LaSalle Bank National Association (the "Secured Party").

RECITAL:

The Security Agreement-Trust Deed 1999-B, dated as of September 27, 1999 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on the Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, for each Series of Notes which shall particularly describe the Units of the related Tranche being acquired on the Closing Date and shall specifically grant and confirm a security interest in such Units to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and Make-Whole Amount, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness secured by the Security Agreement and the performance and observance of all the Debtor's covenants and conditions contained in the Notes, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors in trust and assigns, and grant to the Secured Party, its successors in trust and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Units described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Units, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Units, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease and further excepting therefrom all Excepted Rights in Collateral.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors in trust and assigns forever, upon the terms and conditions set forth in the Security Agreement for the benefit, security and protection of all present and future holders of the Notes.

Attached as Schedule 2 hereto is the amortization schedule for the Series of Notes issued on the date hereof.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement-Trust Deed 1999-B dated as of September 27, 1999" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

* * * * * * * * *

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Debtor

By: _____
Name: Steven Cimalore
Title: Vice President

CORPORATE SEAL:

ATTEST:

By: _____
Name: SHEREE MAILHOT
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 27TH day of September, 1999, before me personally appeared STEVEN CIMALORE and SHEREE MAILHOT, to me personally known, who being by me duly sworn, say that they are, respectively, the VICE PRESIDENT, and Vice President, of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Leslie A. Cullinane
Notary Public

[NOTARIAL SEAL]

LESLIE A. CULLINANE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2001

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of September, 1999, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, _____, respectively, of LaSalle Bank National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

SECURED PARTY:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: ERIK R. BENSON
Title: Assistant Vice President

CORPORATE SEAL:

ATTEST:

By: _____
Name: Alvita C. Griffin
Title: Assistant Secretary

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of September, 1999, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are, respectively, the _____, and _____, of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24th day of September, 1999, before me personally appeared ERIK R. BENSON and Alvita C. Griffin, to me personally known, who being by me duly sworn, say that they are Assistant Vice President Assistant Secretary, respectively, of LaSalle Bank National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Ann Kicmal
Notary Public

[NOTARIAL SEAL]

My commission expires: 12-1-2001

"OFFICIAL SEAL"
MARY ANN KICMAL
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 12/01/2001

ANNEX I
(to the Security Supplement No. 4)
1999-B
DESCRIPTION OF UNITS

Car Number	Description	Manufacturer	Tranche	Quantity	Group
AMCX020015 - AMCX020026	Maleic Anhydride Service Tank Car - 20,500 Gallons, Non-Coiled, Insulated	Trinity Industries, Inc.	4	12	C2
AMCX025800 - AMCX025821	General Purpose Tank Car - 24,000 Gallons, Coiled, Insulated	Trinity Industries, Inc.	4	22	D5

SCHEDULE 2
(to Security Agreement - Trust Deed 1999-B
Supplement No. __)

AMORTIZATION SCHEDULE
(Expressed as a Percentage of Principal)

Original Weighted Average Life to Maturity: ____

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance