

RECORDATION NO. 18991-B  
FILED 1425

SEP 27 1994 8 55 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1

LEASE SUPPLEMENT NO. 1, dated September 27, 1994 (this "Supplement"), between AMOCO CHEMICAL COMPANY, a Delaware corporation (the "Lessee"), and SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement 1994-A, dated as of September 1, 1994, with BANC ONE LEASING CORPORATION, an Ohio corporation ("Owner").

W I T N E S S E T H:

WHEREAS, the Trustee and the Lessee heretofore have entered into that certain Equipment Lease 1994-A, dated as of September 1, 1994 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on the Closing Date (such term and other defined terms in the Lease being herein used with the same meanings) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Trustee and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Units described in Annex I hereto have been unconditionally accepted by the lessee from the Trustee and are now leased under the Lease and have been marked in accordance with Section 5 of the Lease. The Units being accepted hereby are located in various jurisdictions, but none of the Units being accepted hereby is being accepted in Chicago, Illinois.

1.02 Periodic Rentals, Casualty Values and Termination Values. Attached as Annex II and Annex III hereto are the Periodic Rentals and Casualty Values and Termination Values, respectively, for the Units covered by this Supplement.

1.03 Term. The Interim Term with respect to the Units shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 7 and 10 of the Lease, shall terminate at 11:59:59 p.m. on March 25, 1995. The Base Term with respect to the Units, subject to the provisions of Sections 7 and 10 of the Lease, shall be for 20 years commencing immediately upon the expiration of the Interim Term.

2. Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless

all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

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

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

\* \* \* \* \*

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.

LESSEE:

AMOCO CHEMICAL COMPANY

By: \_\_\_\_\_

Name: S. F. Gates

Title: Vice President

CORPORATE SEAL

ATTEST:

By: \_\_\_\_\_

Name: J. R. Stover

Title: Asst. Secretary

TRUSTEE:

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE SEAL

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

LESSEE:

AMOCO CHEMICAL COMPANY

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

CORPORATE SEAL

ATTEST:

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

TRUSTEE:

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: *Kathy A. Larimore*  
Name: Kathy A. Larimore  
Title: Assistant Vice President

CORPORATE SEAL

ATTEST:

By: *Susan Freedman*  
Name: Susan Freedman  
Title: Vice President

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this 27<sup>th</sup> of September, 1994, before me personally appeared Kathy A. Larimore and Susan Freedman, to me personally known, who being by me duly sworn, say that they are Assistant Vice President and Vice President, respectively of SHAWMUT BANK 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia L. Essay  
Notary Public

**CYNTHIA L. ESSAY**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEBRUARY 28, 1998

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



ANNEX I  
(to Lease Supplement No. 1)

Description of Units

The units comprise 134 covered hopper cars with stub center sills each with a capacity of 5,250 cubic feet, 55 of which are equipped with fluidized pneumatic butterfly discharge and 79 of which are equipped with pneumatic discharge, manufactured by ACF Industries, Inc., Specification No. ACF940001 dated April 4, 1994. Each car has a capacity of 110 tons. Car numbers are as follows:

AMCX 206201	AMCX 206235	AMCX 206269	AMCX 206303
AMCX 206202	AMCX 206236	AMCX 206270	AMCX 206304
AMCX 206203	AMCX 206237	AMCX 206271	AMCX 206305
AMCX 206204	AMCX 206238	AMCX 206272	AMCX 206306
AMCX 206205	AMCX 206239	AMCX 206273	AMCX 206307
AMCX 206206	AMCX 206240	AMCX 206274	AMCX 206308
AMCX 206207	AMCX 206241	AMCX 206275	AMCX 206309
AMCX 206208	AMCX 206242	AMCX 206276	AMCX 206310
AMCX 206209	AMCX 206243	AMCX 206277	AMCX 206311
AMCX 206210	AMCX 206244	AMCX 206278	AMCX 206312
AMCX 206211	AMCX 206245	AMCX 206279	AMCX 206313
AMCX 206212	AMCX 206246	AMCX 206280	AMCX 206314
AMCX 206213	AMCX 206247	AMCX 206281	AMCX 206315
AMCX 206214	AMCX 206248	AMCX 206282	AMCX 206316
AMCX 206215	AMCX 206249	AMCX 206283	AMCX 206317
AMCX 206216	AMCX 206250	AMCX 206284	AMCX 206318
AMCX 206217	AMCX 206251	AMCX 206285	AMCX 206319
AMCX 206218	AMCX 206252	AMCX 206286	AMCX 206320
AMCX 206219	AMCX 206253	AMCX 206287	AMCX 206321
AMCX 206220	AMCX 206254	AMCX 206288	AMCX 206322
AMCX 206221	AMCX 206255	AMCX 206289	AMCX 206323
AMCX 206222	AMCX 206256	AMCX 206290	AMCX 206324
AMCX 206223	AMCX 206257	AMCX 206291	AMCX 206325
AMCX 206224	AMCX 206258	AMCX 206292	AMCX 206326
AMCX 206225	AMCX 206259	AMCX 206293	AMCX 206327
AMCX 206226	AMCX 206260	AMCX 206294	AMCX 206328
AMCX 206227	AMCX 206261	AMCX 206295	AMCX 206329
AMCX 206228	AMCX 206262	AMCX 206296	AMCX 206330
AMCX 206229	AMCX 206263	AMCX 206297	AMCX 206331
AMCX 206230	AMCX 206264	AMCX 206298	AMCX 206332
AMCX 206231	AMCX 206265	AMCX 206299	AMCX 206333
AMCX 206232	AMCX 206266	AMCX 206300	AMCX 206334
AMCX 206233	AMCX 206267	AMCX 206301	
AMCX 206234	AMCX 206268	AMCX 206302	

**ANNEX II**  
(to Lease Supplement No. 1)

Periodic Rentals

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$8,739,558.34; (%EC) means the Percentage of Purchase Price; provided that the Periodic Rental due on any due date with respect to the Units shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the Units then subject to the Lease.

Date				(% EC)	(% EC)	(% EC)
	Arrears	Advance	Total	Arrears	Advance	Total
3/26/1995	.00	.00	.00	.0000000	.0000000	.0000000
9/26/1995	.00	.00	.00	.0000000	.0000000	.0000000
3/26/1996	670759.54	.00	670759.54	7.6749821	.0000000	7.6749821
9/26/1996	.00	.00	.00	.0000000	.0000000	.0000000
3/26/1997	670759.54	.00	670759.54	7.6749821	.0000000	7.6749821
9/26/1997	.00	.00	.00	.0000000	.0000000	.0000000
3/26/1998	670759.54	.00	670759.54	7.6749821	.0000000	7.6749821
9/26/1998	.00	.00	.00	.0000000	.0000000	.0000000
3/26/1999	670759.54	.00	670759.54	7.6749821	.0000000	7.6749821
9/26/1999	.00	.00	.00	.0000000	.0000000	.0000000
3/26/2000	670759.54	439148.16	1109907.70	7.6749821	5.0248324	12.6998145
9/26/2000	.00	231611.38	231611.38	.0000000	2.6501497	2.6501497
3/26/2001	.00	448020.95	448020.95	.0000000	5.1263569	5.1263569
9/26/2001	.00	222738.59	222738.59	.0000000	2.5486252	2.5486252
3/26/2002	.00	457652.42	457652.42	.0000000	5.2365623	5.2365623
9/26/2002	.00	213107.12	213107.12	.0000000	2.4384198	2.4384198
3/26/2003	.00	551553.86	551553.86	.0000000	6.3110038	6.3110038
9/26/2003	.00	199230.80	199230.80	.0000000	2.2796438	2.2796438
3/26/2004	.00	638600.16	638600.16	.0000000	7.3070072	7.3070072
9/26/2004	.00	181216.66	181216.66	.0000000	2.0735219	2.0735219
3/26/2005	.00	658154.62	658154.62	.0000000	7.5307538	7.5307538
9/26/2005	.00	161662.20	161662.20	.0000000	1.8497754	1.8497754
3/26/2006	.00	679381.10	679381.10	.0000000	7.7736320	7.7736320
9/26/2006	.00	140435.73	140435.73	.0000000	1.6068973	1.6068973
3/26/2007	.00	702422.56	702422.56	.0000000	8.0372775	8.0372775
9/26/2007	.00	117394.27	117394.27	.0000000	1.3432517	1.3432517
3/26/2008	.00	727434.20	727434.20	.0000000	8.3234664	8.3234664
9/26/2008	.00	92382.63	92382.63	.0000000	1.0570629	1.0570629
3/26/2009	.00	754584.47	754584.47	.0000000	8.6341259	8.6341259
9/26/2009	.00	65232.36	65232.36	.0000000	.7464034	.7464034
3/26/2010	.00	784056.26	784056.26	.0000000	8.9713488	8.9713488
9/26/2010	.00	35760.58	35760.58	.0000000	.4091806	.4091806
3/26/2011	.00	733706.95	733706.95	.0000000	8.3952406	8.3952406
9/26/2011	.00	7144.77	7144.77	.0000000	.0817521	.0817521
3/26/2012	.00	670759.53	670759.53	.0000000	7.6749820	7.6749820
9/26/2012	.00	.00	.00	.0000000	.0000000	.0000000
3/26/2013	.00	818756.80	818756.80	.0000000	9.3684002	9.3684002
9/26/2013	.00	.00	.00	.0000000	.0000000	.0000000
3/26/2014	.00	819816.83	819816.83	.0000000	9.3805293	9.3805293
9/26/2014	.00	.00	.00	.0000000	.0000000	.0000000
3/26/2015	.00	.00	.00	.0000000	.0000000	.0000000
<b>Total</b>	<b>3353797.70</b>	<b>11551965.96</b>	<b>14905763.66</b>	<b>38.3749106</b>	<b>132.1802031</b>	<b>170.5551137</b>

**ANNEX III**  
(to Lease Supplement No. 1)

**Casualty Values; Termination Values**

Values are net of any arrears rent due that day.

Date	Termination Values	Stipulated Loss Values	Rent Received
03/26/95	105.781863268%	105.781863268%	0.000000000%
09/26/95	110.007999185%	110.007999185%	0.000000000%
03/26/96	106.478188404%	106.478188404%	7.674982120%
09/26/96	110.278878250%	110.278878250%	0.000000000%
03/26/97	106.406583115%	106.406583115%	7.674982120%
09/26/97	109.917383508%	109.917383508%	0.000000000%
03/26/98	105.791787834%	105.791787834%	7.674982120%
09/26/98	109.181282429%	109.181282429%	0.000000000%
03/26/99	105.091167345%	105.091167345%	7.674982120%
09/26/99	108.451758276%	108.451758276%	0.000000000%
03/26/2000	104.218856650%	104.218856650%	7.674982120%
09/26/2000	102.218228708%	102.218228708%	0.000000000%
03/26/2001	102.574859971%	102.574859971%	0.000000000%
09/26/2001	100.340727337%	100.340727337%	0.000000000%
03/26/2002	100.672180959%	100.672180959%	0.000000000%
09/26/2002	98.214007859%	98.214007859%	0.000000000%
03/26/2003	98.568436284%	98.568436284%	0.000000000%
09/26/2003	94.912091853%	94.912091853%	0.000000000%
03/26/2004	95.310017405%	95.310017405%	0.000000000%
09/26/2004	90.503690977%	90.503690977%	0.000000000%
03/26/2005	90.882720247%	90.882720247%	0.000000000%
09/26/2005	85.775966554%	85.775966554%	0.000000000%
03/26/2006	88.307370551%	88.307370551%	0.000000000%
09/26/2006	80.712889823%	80.712889823%	0.000000000%
03/26/2007	81.328241393%	81.328241393%	0.000000000%
09/26/2007	75.296718204%	75.296718204%	0.000000000%
03/26/2008	76.008904805%	76.008904805%	0.000000000%
09/26/2008	69.508846998%	69.508846998%	0.000000000%
03/26/2009	70.332211745%	70.332211745%	0.000000000%
09/26/2009	63.329800107%	63.329800107%	0.000000000%
03/26/2010	64.280276392%	64.280276392%	0.000000000%
09/26/2010	58.739179585%	58.739179585%	0.000000000%
03/26/2011	57.834459860%	57.834459860%	0.000000000%
09/26/2011	50.692098071%	50.692098071%	0.000000000%
03/26/2012	51.925703888%	51.925703888%	0.000000000%
09/26/2012	45.330310993%	45.330310993%	0.000000000%
03/26/2013	46.458267481%	46.458267481%	0.000000000%
09/26/2013	37.908026811%	37.908026811%	0.000000000%
03/26/2014	38.777099970%	38.777099970%	0.000000000%
09/26/2014	29.954675202%	29.954675202%	0.000000000%
03/26/2015	30.000000000%	30.000000000%	0.000000000%