

ALVORD AND ALVORD

ATTORNEYS AT LAW

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SUITE 200

WASHINGTON, D.C.

20006-2973

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

18053-D  
APR 5 1993 10:12 PM

OF COUNSEL  
URBAN A. LESTER

INTERSTATE COMMERCE COMMISSION

3-095A048

18053-E

18053-D

APR 5 1993 10:12 PM

INTERSTATE COMMERCE COMMISSION

April 5, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of 1) a Lease Supplement No. 2 dated as of March 10, 1993 and 2) a Security Agreement-Trust Deed 1992-B Supplement No. 2 dated as of March 10, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the documents filed and recorded on December 28, 1993 under Recordation Number 18053 through 18053-C.

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

Lease Supplement No. 2

Lessor: Shawmut Bank Connecticut, National Association  
as Trustee  
(f/k/a The Connecticut National Bank)  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

Counterparts - John

Mr. Sidney L. Strickland, Jr.  
April 5, 1993  
Page 2

Security Agreement Trust Deed and Supplement No. 2

Debtor: Shawmut Bank Connecticut, National Association,  
as Trustee  
(f/k/a The Connecticut National Bank)  
777 Main Street  
Hartford, Connecticut 06115

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

A description of the railroad equipment covered by the enclosed document is set forth in Schedule I attached hereto and made a part hereof.

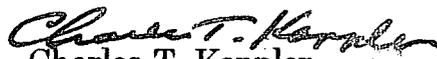
Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary documents to appear in the Commission's Index is:

Lease Supplement No. 2 dated as of March 10, 1993 and Security Agreement-Trust Deed 1992-B Supplement No. 2 dated as of March 10, 1993 covering 62 covered hopper cars bearing AMCX reporting marks and road numbers.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

4/5/93

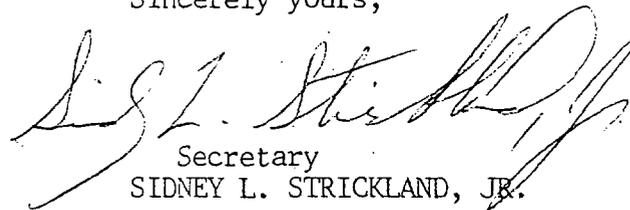
OFFICE OF THE SECRETARY

Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC. 20006-2973

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/5/93 at 2:10PM, and assigned recordation number(s). 18053-D and 18053-E.

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18053-E

APR 5 1993 2:10 PM

INTERSTATE COMMERCE COMMISSION

AMOCO CHEMICAL TRUST 1992-B

18053-E

SECURITY AGREEMENT-TRUST DEED 1992-B  
SUPPLEMENT NO. 2

SECURITY AGREEMENT-TRUST DEED 1992-B SUPPLEMENT NO. 2, dated as of March 10, 1993 (this "Supplement"), between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as THE CONNECTICUT NATIONAL BANK), not in its individual capacity, but solely as Trustee for Banc One Equipment Finance, Inc. (the "Trustee") and LASALLE NATIONAL BANK (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Trustee and the Secured Party heretofore have entered into that certain Security Agreement-Trust Deed 1992-B, dated as of December 22, 1992 filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1992 at 1:40 p.m., Recordation Number 18053-A, and deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on December 29, 1992 (herein, together with any amendments and supplements heretofore made thereto, the "Security Agreement");

WHEREAS, the Trustee and the Secured Party heretofore have entered into that certain Amoco Chemical Trust 1992-B Security Agreement-Trust Deed 1992-B Supplement No. 1, dated December 29, 1992 filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1992 at 1:40 p.m., Recordation Number 18053-C, and deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on December 29, 1992. (herein, "Security Agreement Supplement No. 1");

WHEREAS, the parties desire to amend the Security Agreement and Security Agreement Supplement No. 1 as set forth herein;

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

1.01 Amendment of Security Agreement. The Security Agreement is hereby amended by deleting Schedules I and III attached thereto and replacing them with Schedules I and III respectively, attached hereto.

1.02 Amendment of Security Agreement Supplement No. 1. Security Agreement Supplement No. 1 is hereby amended by deleting Schedules 1, 2 and 3 attached thereto and replacing them with Schedules 1, 2, and 3 respectively, attached hereto.

2. Miscellaneous. The Security Agreement and Security Agreement Supplement No. 1, as amended hereby, shall 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 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 Security Agreement, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

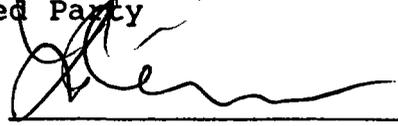
This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement.

\* \* \* \* \*

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.

SECURED PARTY:

LASALLE NATIONAL BANK, as Secured Party

By: 

Name: Lars P. Anderson

Title: Assistant Vice President

CORPORATE SEAL:

ATTEST:

By: 

Name: Gail A. Klewin

Title: Assistant Secretary

TRUSTEE:

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

By: 

Name: GERALD GIFFORD

Title: TRUST OFFICER

CORPORATE SEAL:

ATTEST:

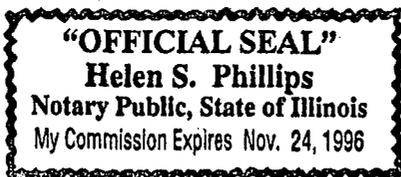
By: 

Name: PETER H. FOWLER

Title: Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 10th day of March, 1993, before me personally appeared Lars P. Anderson and Gail A. Klewin, to me personally known, who being by me duly sworn, say that they are an Assistant Vice President and Assistant Secretary, respectively, of LASALLE NATIONAL BANK, 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.



Helen S. Phillips  
Notary Public

[NOTARIAL SEAL]

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

STATE OF Connecticut,  
COUNTY OF Hartford ) SS

On this 12th of March, 1993, before me personally appeared ALAN E. COFFEY and PETER H. FOWLER, to me personally known, who being by me duly sworn, say that they are TRUST OFFICER and VICE PRESIDENT, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as THE CONNECTICUT NATIONAL BANK), 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.

Dawn Piccoli Heintz  
Notary Public

[NOTARIAL SEAL]

DAWN PICCOLI HEINTZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 1997

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

**SCHEDULE I**  
 (to Security Agreement - Trust Deed)

**AMORTIZATION SCHEDULE**

Payments Required Per \$1,000,000 Principal Amount  
 of Secured Notes Issued by the Debtor

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
29-Dec-92	1000000.00				1000000.00
28-Jun-93	0.00	0.00	39280.55	39280.55	1000000.00
28-Dec-93	0.00	-39500.00	39500.00	0.00	1039500.00
28-Jun-94	0.00	61435.90	41060.25	102496.15	978064.10
28-Dec-94	0.00	-38633.53	38633.53	0.00	1016697.63
28-Jun-95	0.00	62336.60	40159.55	102496.15	954361.03
28-Dec-95	0.00	-37697.26	37697.26	0.00	992058.29
28-Jun-96	0.00	63309.85	39186.30	102496.15	928748.44
28-Dec-96	0.00	-36685.56	36685.56	0.00	965434.00
28-Jun-97	0.00	64361.51	38134.64	102496.15	901072.49
28-Dec-97	0.00	-35592.36	35592.36	0.00	936664.85
28-Jun-98	0.00	65497.89	36998.26	102496.15	871166.96
28-Dec-98	0.00	0.00	34411.10	34411.10	871166.96
28-Jun-99	0.00	33673.97	34411.10	68085.07	837492.99
28-Dec-99	0.00	0.00	33080.97	33080.97	837492.99
28-Jun-2000	0.00	36334.21	33080.97	69415.18	801158.78
28-Dec-2000	0.00	0.00	31645.77	31645.77	801158.78
28-Jun-2001	0.00	32300.73	31645.77	63946.50	768858.05
28-Dec-2001	0.00	0.00	30369.89	30369.89	768858.05
28-Jun-2002	0.00	25569.97	30369.89	55939.86	743288.08
28-Dec-2002	0.00	0.00	29359.88	29359.88	743288.08
28-Jun-2003	0.00	82793.54	29359.88	112153.42	660494.54
28-Dec-2003	0.00	0.00	26089.54	26089.54	660494.54
28-Jun-2004	0.00	42417.03	26089.54	68506.57	618077.51
28-Dec-2004	0.00	0.00	24414.06	24414.06	618077.51
28-Jun-2005	0.00	76723.13	24414.06	101137.19	541354.38
28-Dec-2005	0.00	0.00	21383.50	21383.50	541354.38
28-Jun-2006	0.00	85899.10	21383.50	107282.60	455455.28
28-Dec-2006	0.00	0.00	17990.49	17990.49	455455.28
28-Jun-2007	0.00	92964.20	17990.49	110954.69	362491.08
28-Dec-2007	0.00	0.00	14318.40	14318.40	362491.08
28-Jun-2008	0.00	100610.39	14318.40	114928.79	261880.69
28-Dec-2008	0.00	0.00	10344.29	10344.29	261880.69
28-Jun-2009	0.00	108885.48	10344.29	119229.77	152995.21
28-Dec-2009	0.00	0.00	6043.31	6043.31	152995.21
28-Jun-2010	0.00	117841.18	6043.31	123884.49	35154.03
28-Dec-2010	0.00	0.00	1388.59	1388.59	35154.03
28-Jun-2011	0.00	35154.03	1388.59	36542.62	0.00
28-Dec-2011	0.00	0.00	0.00	0.00	0.00
28-Jun-2012	0.00	0.00	0.00	0.00	0.00
28-Dec-2012	0.00	0.00	0.00	0.00	0.00
28-Jun-2013	0.00	0.00	0.00	0.00	0.00
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	\$1,000,000.00	\$1,000,000.00	\$984,607.84	\$1,984,607.84	

SCHEDULE III  
(To Security Agreement - Trust Deed)

Prepayment Premium

<u>If Prepaid During the Twelve Month Period Ending</u>	<u>Premium Percent of Coupon Rate</u>
December 28, 2000	5.135%
December 28, 2001	4.740%
December 28, 2002	4.345%
December 28, 2003	3.950%
December 28, 2004	3.555%
December 28, 2005	3.160%
December 28, 2006	2.765%
December 28, 2007	2.370%
December 28, 2008	1.975%
December 28, 2009	1.580%
December 28, 2010	1.185%
December 28, 2011	0.790%

SCHEDULE 1  
(to Security Agreement - Trust Deed 1992-B  
Supplement No. 1)

Description of Units

The units comprise 62 covered hopper cars with stub center sills and fluidized butterfly discharge manufactured by ACF Industries, Inc., Specification No. 500P00555, dated September 1, 1992. Each car has a capacity of 5,250 cubic feet and 100 tons. Car numbers are as follows:

<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>
AMCX 106200	AMCX 106223	AMCX 106239	AMCX 106255
AMCX 106201	AMCX 106224	AMCX 106240	AMCX 106256
AMCX 106202	AMCX 106225	AMCX 106241	AMCX 106257
AMCX 106203	AMCX 106226	AMCX 106242	AMCX 106258
AMCX 106205	AMCX 106227	AMCX 106243	AMCX 106259
AMCX 106208	AMCX 106229	AMCX 106244	AMCX 106260
AMCX 106210	AMCX 106230	AMCX 106245	AMCX 106261
AMCX 106214	AMCX 106231	AMCX 106246	AMCX 106262
AMCX 106215	AMCX 106232	AMCX 106247	AMCX 106263
AMCX 106216	AMCX 106233	AMCX 106249	AMCX 106264
AMCX 106217	AMCX 106234	AMCX 106250	AMCX 106265
AMCX 106219	AMCX 106235	AMCX 106251	AMCX 106266
AMCX 106220	AMCX 106236	AMCX 106252	AMCX 106267
AMCX 106221	AMCX 106237	AMCX 106253	AMCX 106268
AMCX 106222	AMCX 106238	AMCX 106254	AMCX 106269
			AMCX 106272
			AMCX 106273

**SCHEDULE 2**  
**(to Security Agreement - Trust Deed 1992-B**  
**Supplement No. 1)**  
**AMORTIZATION SCHEDULE**

**Payments Required Per \$1,000,000 Principal Amount**  
**of Secured Notes Issued by the Debtor**

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
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28-Jun-93	0.00	0.00	39280.55	39280.55	1000000.00
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28-Dec-2009	0.00	0.00	6043.31	6043.31	152995.21
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28-Dec-2010	0.00	0.00	1388.59	1388.59	35154.03
28-Jun-2011	0.00	35154.03	1388.59	36542.62	0.00
28-Dec-2011	0.00	0.00	0.00	0.00	0.00
28-Jun-2012	0.00	0.00	0.00	0.00	0.00
28-Dec-2012	0.00	0.00	0.00	0.00	0.00
28-Jun-2013	0.00	0.00	0.00	0.00	0.00

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\$1,000,000.00 \$1,000,000.00 \$984,607.84 \$1,984,607.84

SCHEDULE 3  
(to Security Agreement - Trust Deed 1992-B  
Supplement No. 1)

PREPAYMENT PREMIUM SCHEDULE

<u>If prepaid during the year ending</u>	<u>Percentage of Principal Amount</u>
December 28, 2000	5.135%
December 28, 2001	4.740%
December 28, 2002	4.345%
December 28, 2003	3.950%
December 28, 2004	3.555%
December 28, 2005	3.160%
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