

# BAKER BOTTS LLP

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AUSTIN  
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LONDON  
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NEW YORK  
RIYADH  
WASHINGTON

August 31, 2004

## BY OVERNIGHT COURIER

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW  
Washington, DC 20423



Luke A. Weedon  
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FAX 214.661.4970  
luke.weedon@bakerbotts.com

RECORDATION NO. 18280-B FILED

SEP 02 '04 10-03 AM

SURFACE TRANSPORTATION BOARD

Re: Document for Recordation

Dear Mr. Williams:

On behalf of ConocoPhillips Company, I submit for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) and the regulations applicable thereunder two originals of Amendment No. 1 to Lease Agreement (the "Amendment"), dated as of August 10, 2004 but effective as of December 31, 2002, to be recorded as a secondary document as defined in the Surface Transportation Board's rules for the recordation of documents at 49 C.F.R. § 1177.3.

The enclosed Amendment relates to the following documents, each dated as of June 30, 1993, which were previously filed with the Interstate Commerce Commission on June 30, 1993 under Recordation Numbers 18280 and 18280-A:

1. Lease Agreement, Recordation Number 18280; and
2. Lease Supplement (the "Lease Supplement"), with attached Description of Equipment, Recordation Number 18280-A.

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

Lessor: Banc of America Leasing & Capital, LLC (as successor to Nationsbank Leasing Corporation of North Carolina)  
555 California Street, Fourth Floor  
San Francisco, CA 94104

Lessee: ConocoPhillips Company (formerly known as Phillips Petroleum Company)  
600 North Dairy Ashford  
Houston, TX 77079

**BAKER BOTTS** LLP

Mr. Vernon A. Williams

2

August 31, 2004

The units of equipment covered by the Amendment are 275 ACF Model 5711 Center Flow covered hopper cars as identified in Exhibit A to the Lease Supplement, a copy of which is attached hereto.

The enclosed Amendment acts to amend the name of Phillips Petroleum Company to reflect its current name, ConocoPhillips Company.

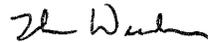
A short summary of the Amendment to appear in the index follows:

**"Amendment No. 1 to Lease Agreement with Recordation No. 18280, dated August 10, 2004 but effective as of December 31, 2002, to change the name of the Lessee from Phillips Petroleum Company to ConocoPhillips Company"**

Enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recording fee.

Once the filing has been made, please return to the undersigned the stamped counterpart(s) of the Amendment not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,



Luke A. Weedon

Enclosures

**AMENDMENT TO LEASE AGREEMENT** dated as of August 10, 2004, by and between BANC OF AMERICA LEASING & CAPITAL, LLC (as successor to Nationsbank Leasing Corporation of North Carolina) ("**Lessor**"), and (ii) CONOCOPHILLIPS COMPANY (formerly PHILLIPS PETROLEUM COMPANY) ("**Lessee**")

This Amendment to Lease Agreement (this "**Amendment**") dated as of August 10, 2004, effective as of December 31, 2002, modifies and amends that certain Lease Agreement made and entered into as of June 30, 1993 by and between Lessor and Lessee, as supplemented by that certain Lease Supplement No. 1 made and entered into as of June 30, 1993 by and between Lessor and Lessee, and as further supplemented by that certain Lease Supplement No. 2 made and entered into as of June 30, 1993 by and between Lessor and Lessee (such Lease Agreement, together with Lease Supplement No. 1, Lease Supplement No. 2 and all other amendments to the Lease Agreement to date, collectively, the "**Lease**");

**WHEREAS** Lessor and Lessee desire to amend the Lease to reflect the change in corporate name of "Phillips Petroleum Company" to "ConocoPhillips Company";

**NOW THEREFORE**, in consideration of the mutual agreements, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All references to "Phillips Petroleum Company" in the Lease shall be deemed to be references to "ConocoPhillips Company".
2. This Amendment shall be effective from and as of December 31, 2002.
3. Except as expressly amended herein, the Lease shall continue in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties hereto have each caused this Amendment to be duly executed by their respective officers duly authorized as of the 10 day of August, 2004.

**CONOCOPHILLIPS COMPANY**

**BANC OF AMERICA LEASING &  
CAPITAL, LLC**

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

Name:

S. R. Barham

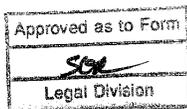
Title:

Vice President

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

Name:

Title:



RECORDATION NO. 18280-B FILED

SEP 02 '04 10-03 AM

SURFACE TRANSPORTATION BOARD

**AMENDMENT TO LEASE AGREEMENT** dated as of August 10, 2004, by and between BANC OF AMERICA LEASING & CAPITAL, LLC (as successor to Nationsbanc Leasing Corporation of North Carolina) ("Lessor"), and (ii) CONOCOPHILLIPS COMPANY (formerly PHILLIPS PETROLEUM COMPANY) ("Lessee")

This Amendment to Lease Agreement (this "Amendment") dated as of August 10, 2004, effective as of December 31, 2002, modifies and amends that certain Lease Agreement made and entered into as of June 30, 1993 by and between Lessor and Lessee, as supplemented by that certain Lease Supplement No. 1 made and entered into as of June 30, 1993 by and between Lessor and Lessee, and as further supplemented by that certain Lease Supplement No. 2 made and entered into as of June 30, 1993 by and between Lessor and Lessee (such Lease Agreement, together with Lease Supplement No. 1, Lease Supplement No. 2 and all other amendments to the Lease Agreement to date, collectively, the "Lease");

**WHEREAS** Lessor and Lessee desire to amend the Lease to reflect the change in corporate name of "Phillips Petroleum Company" to "ConocoPhillips Company";

**NOW THEREFORE**, in consideration of the mutual agreements, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

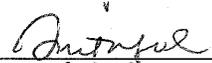
1. All references to "Phillips Petroleum Company" in the Lease shall be deemed to be references to "ConocoPhillips Company".
2. This Amendment shall be effective from and as of December 31, 2002.
3. Except as expressly amended herein, the Lease shall continue in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties hereto have each caused this Amendment to be duly executed by their respective officers duly authorized as of the 10<sup>th</sup> day of August, 2004.

**CONOCOPHILLIPS COMPANY**

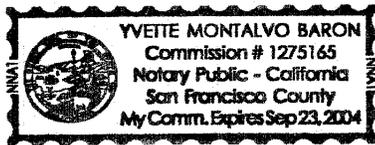
**BANC OF AMERICA LEASING & CAPITAL, LLC**

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

By:   
Name: **Anita L. Garagnoli**  
Title: **Vice President**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN FRANCISCO )

On this 9th day of August, 2004, before me, personally appeared ADITA L. GARFAGNOLI, to me personally known, who being by me duly sworn, says that he/she is the VICE PRESIDENT of BANC OF AMERICA LEASING & CAPITAL, LLC, that said instrument was signed on behalf of said limited liability company by authority of its members/managers, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Yvette Montalvo Baron  
Notary Public

[NOTARIAL SEAL]

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

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On this \_\_\_\_ day of August, 2004, before me, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is the \_\_\_\_\_ of CONOCOPHILLIPS COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged 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 \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of August, 2004, before me, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is the \_\_\_\_\_ of BANC OF AMERICA LEASING & CAPITAL, LLC, that said instrument was signed on behalf of said limited liability company by authority of its members/managers, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

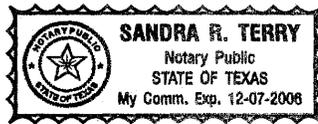
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

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

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On this 10TH day of August, 2004, before me, personally appeared S. R. BARHAM, to me personally known, who being by me duly sworn, says that he/she is the VICE PRES. of CONOCOPHILLIPS COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Sandra R. Terry  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/07/06

SEP 02 '04 10-03 AM

Schedule 1

Description of Equipment SURFACE TRANSPORTATION BOARD

275 - ACF Model 5711, Center Flow® Covered Hopper cars, having a volumetric capacity of 573 cu. ft. equipped with 4 ACF #5235 outlets, 10 each 20" hatches, 100 ton trucks, and lined with Devoe 250 epoxy coating with the following identification numbers:

PSPX6914	PSPX6956	PSPX6998
PSPX6915	PSPX6957	PSPX6999
PSPX6916	PSPX6958	PSPX7000
PSPX6917	PSPX6959	PSPX7001
PSPX6918	PSPX6960	PSPX7002
PSPX6919	PSPX6961	PSPX7003
PSPX6920	PSPX6962	PSPX7004
PSPX6921	PSPX6963	PSPX7005
PSPX6922	PSPX6964	PSPX7006
PSPX6923	PSPX6965	PSPX7007
PSPX6924	PSPX6966	PSPX7008
PSPX6925	PSPX6967	PSPX7009
PSPX6926	PSPX6968	PSPX7010
PSPX6927	PSPX6969	PSPX7011
PSPX6928	PSPX6970	PSPX7012
PSPX6929	PSPX6971	PSPX7013
PSPX6930	PSPX6972	PSPX7014
PSPX6931	PSPX6973	PSPX7015
PSPX6932	PSPX6974	PSPX7016
PSPX6933	PSPX6975	PSPX7017
PSPX6934	PSPX6976	PSPX7018
PSPX6935	PSPX6977	PSPX7019
PSPX6936	PSPX6978	PSPX7020
PSPX6937	PSPX6979	PSPX7021
PSPX6938	PSPX6980	PSPX7022
PSPX6939	PSPX6981	PSPX7023
PSPX6940	PSPX6982	PSPX7024
PSPX6941	PSPX6983	PSPX7025
PSPX6942	PSPX6984	PSPX7026
PSPX6943	PSPX6985	PSPX7027
PSPX6944	PSPX6986	PSPX7028
PSPX6945	PSPX6987	PSPX7029
PSPX6946	PSPX6988	PSPX7030
PSPX6947	PSPX6989	PSPX7031
PSPX6948	PSPX6990	PSPX7032
PSPX6949	PSPX6991	PSPX7033
PSPX6950	PSPX6992	PSPX7034
PSPX6951	PSPX6993	PSPX7035
PSPX6952	PSPX6994	PSPX7036
PSPX6953	PSPX6995	PSPX7037
PSPX6954	PSPX6996	PSPX7038
PSPX6955	PSPX6997	PSPX7039

Schedule 1  
Description of  
Equipment (continued)  
Page 2

PSPX7040	PSPX7090	PSPX7140
PSPX7041	PSPX7091	PSPX7141
PSPX7042	PSPX7092	PSPX7142
PSPX7043	PSPX7093	PSPX7143
PSPX7044	PSPX7094	PSPX7144
PSPX7045	PSPX7095	PSPX7145
PSPX7046	PSPX7096	PSPX7146
PSPX7047	PSPX7097	PSPX7147
PSPX7048	PSPX7098	PSPX7148
PSPX7049	PSPX7099	PSPX7149
PSPX7050	PSPX7100	PSPX7150
PSPX7051	PSPX7101	PSPX7151
PSPX7052	PSPX7102	PSPX7152
PSPX7053	PSPX7103	PSPX7153
PSPX7054	PSPX7104	PSPX7154
PSPX7055	PSPX7105	PSPX7155
PSPX7056	PSPX7106	PSPX7156
PSPX7057	PSPX7107	PSPX7157
PSPX7058	PSPX7108	PSPX7158
PSPX7059	PSPX7109	PSPX7159
PSPX7060	PSPX7110	PSPX7160
PSPX7061	PSPX7111	PSPX7161
PSPX7062	PSPX7112	PSPX7162
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PSPX7066	PSPX7116	PSPX7166
PSPX7067	PSPX7117	PSPX7167
PSPX7068	PSPX7118	PSPX7168
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PSPX7079	PSPX7129	PSPX7179
PSPX7080	PSPX7130	PSPX7180
PSPX7081	PSPX7131	PSPX7181
PSPX7082	PSPX7132	PSPX7182
PSPX7083	PSPX7133	PSPX7183
PSPX7084	PSPX7134	PSPX7184
PSPX7085	PSPX7135	PSPX7185
PSPX7086	PSPX7136	PSPX7186
PSPX7087	PSPX7137	PSPX7187
PSPX7088	PSPX7138	PSPX7188
PSPX7089	PSPX7139	