

RECORDATION NO. 17842 - C  
FILED

JUN 08 '07 -3 15 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266  
FAX (202) 393-2156  
E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

June 8, 2007

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a First Amendment and Extension Agreement to Railroad Equipment Lease Agreement 3932, dated as of June 4, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 17842.

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

Lessor: John Hancock Leasing Corporation  
John Hancock Place, 197 Clarendon St. C-6  
Boston, MA 02117

Lessee: Conoco, Inc.  
600 N. Dairy Ashford Rd.  
Houston, TX 77252

Mr. Vernon A. Williams  
June 8, 2007  
Page 2

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

109 railcars: CONX 492239 – CONX 492268; CONX 492128 – CONX 492177 (not including 1 casualty – CONX 492134) and CONX 492178 – 492207.

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

First Amendment and Extension Agreement to Railroad Equipment Lease Agreement 3932.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

FIRST AMENDMENT AND EXTENSION AGREEMENT JUN 08 '07 -3 15 PM  
TO  
RAILROAD EQUIPMENT  
LEASE AGREEMENT 3932 SURFACE TRANSPORTATION BOARD

This AMENDMENT NO. 1 TO RAILROAD EQUIPMENT LEASE AGREEMENT 3932, entered into as of June 4, 2007 (the "Amendment"), between JOHN HANCOCK LEASING CORPORATION ("Lessor") and CONOCO, INC., as lessee ("Lessee").

RECITALS

- A. The Lessee and the Lessor are parties to that certain Railroad Equipment Lease Agreement 3932, dated as of June 10, 1992 (as from time to time supplemented or amended, the "Lease"), initially covering 110 railcars as more fully set forth in Schedule 001 to the Lease.
- B. The parties have agreed to extend the term of the Lease for an additional five (5) years and amend certain definitions as further described below.
- C. In order to effectuate such amendment, the parties hereto wish to amend the Lease as hereinafter provided.

For valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Each capitalized term used and not defined herein has the meaning assigned thereto in the Lease.

Section 2. Amendments of Various Sections of the Lease.

(a) Section 4(b) of the Lease is hereby amended by deleting the existing provisions and adding the following language:

"Renewal Term: Upon the expiration of the Primary Term, the Lease shall automatically renew for additional term of sixty (60) months (the "Renewal Term")."

(b) Section 5(a) is amended by adding the following language to the end of the paragraph:

"During the Renewal Term, the Periodic Rent shall be \$30,520 payable monthly in arrears commencing July 30, 2007.

(c) Section 15 is hereby amended by adding the following language after the end of the existing language:

"The Stipulated Loss Value of a rail car is set forth in Schedule B attached hereto".

Section 3. The rail cars subject to the Lease are set forth on Exhibit A attached hereto.

Section 4. Miscellaneous.

- (a) Effectiveness. The amendments and additions made by this Amendment shall be effective as of the date first written above.
- (b) Continued Effectiveness of the Lease. Except as expressly amended herein, all terms and provisions of the Lease, as amended, shall continue to be in full force and effect and the parties hereto shall be entitled to all the benefits hereof. To the extent there is any inconsistency between the terms of this Amendment and the provisions of the Lease, the Lease shall be construed in a manner to give effect to the intent of this Amendment.
- (c) Transaction Expenses. Each party shall bear its own expenses (including but not limited to legal fees and disbursements) incurred in connection with negotiating, documenting and implementing this amendment, except that Lessee shall be responsible to pay for the fees and expenses of Surface Transportation Board Counsel and any filing fees.
- (d) Successors and Assigns; Third Parties. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No third party beneficiaries are intended in connection with this Amendment.
- (e) This document is Counterpart No. 4 of four (4) serially numbered manually executed Counterparts. To the extent if any that this document constitutes Chattel Paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer or possession of any Counterpart hereof other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Railroad Equipment Lease Agreement 3932 to be duly executed as of the day and year first above written.

Lessor:

JOHN HANCOCK LEASING CORPORATION

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

Name:

Title:

  
**JOHN M. BUTLER**  
**PRESIDENT**

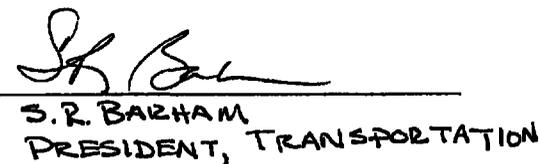
Lessee:

CONOCO, INC., Lessee

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

Name:

Title:

  
**S. R. BARHAM**  
**PRESIDENT, TRANSPORTATION**

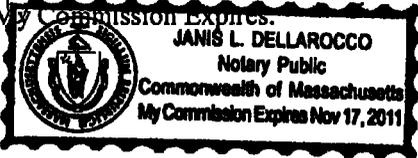
COMMONWEALTH OF MASSACHUSETTS )

) ss.

COUNTY OF SUFFOLK )

On June 4, 2007, before me, the undersigned notary public in and for said County and State, personally appeared John W. Butler, President, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that, by his signature on the instrument, the person or the entity(ies) upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Janis L. Dellarocco  
Notary Public  
My Commission Expires:  
  
JANIS L. DELLAROCCO  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Nov 17, 2011

STATE OF )

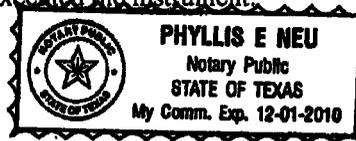
) ss.

COUNTY OF )

On MAY 24, 2007, before me, the undersigned notary public in and for said County and State, personally appeared STEVE BARHAM, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that, by his signature on the instrument, the person or the entity(ies) upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Phyllis E. Neu  
Notary Public  
My Commission Expires:

  
PHYLLIS E NEU  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 12-01-2010

STIPULATED LOSS VALUE  
SCHEDULE

SCHEDULE B

LEASE PERIOD PRIOR TO RENTAL <u>PAYMENT</u>	STIPULATED <u>LOSS VALUE*</u>	LEASE PERIOD PRIOR TO RENTAL <u>PAYMENT</u>	STIPULATED <u>LOSS VALUE*</u>
1	40%	31	35.50
2	39.85	32	35.35
3	39.70	33	35.20
4	39.55	34	35.05
5	39.40	35	34.90
6	39.25	36	34.75
7	39.10	37	34.60
8	38.95	38	34.45
9	38.80	39	34.30
10	38.65	40	34.15
11	38.50	41	34.00
12	38.35	42	33.85
13	38.20	43	33.70
14	38.05	44	33.55
15	37.90	45	33.40
16	37.75	46	33.25
17	37.60	47	33.10
18	37.45	48	32.95
19	37.30	49	32.80
20	37.15	50	32.65
21	37.00	51	32.50
22	36.85	52	32.35
23	36.70	53	32.20
24	36.55	54	32.05
25	36.40	55	31.90
26	36.25	56	31.75
27	36.10	57	31.60
28	35.95	58	31.45
29	35.80	59	31.30
30	35.65	60	31.00

\*PERCENTAGE OF  
ORIGINAL EQUIPMENT COST  
OF \$50,524.36 PER CAR

## EXHIBIT A TO FIRST AMENDMENT TO LEASE

<u>VENDOR</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>
Trinity Industries	30	Model No. 10-301 30,143 Gallon 100 Ton Non-Coiled, Non-Insulated Cars	
	"CONX"		
		Tank Car	492239
		Tank Car	492240
		Tank Car	492241
		Tank Car	492242
		Tank Car	492243
		Tank Car	492244
		Tank Car	492245
		Tank Car	492246
		Tank Car	492247
		Tank Car	492248
		Tank Car	492249
		Tank Car	492250
		Tank Car	492251
		Tank Car	492252
		Tank Car	492253
		Tank Car	492254
		Tank Car	492255
		Tank Car	492256
		Tank Car	492257
		Tank Car	492258
		Tank Car	492259
		Tank Car	492260
		Tank Car	492261
		Tank Car	492262
		Tank Car	492263
		Tank Car	492264
		Tank Car	492265
		Tank Car	492266
		Tank Car	492267
		Tank Car	492268
	49	Model No. 30-236 23,589 Gallon 100 Ton Coiled & Insulated Cars	
	"CONX"		
		Tank Car	492128
		Tank Car	492129
		Tank Car	492130
		Tank Car	492131
		Tank Car	492132
		Tank Car	492133
		Tank Car	492135

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>
<i>"CONX"</i>	Tank Car	492136
	Tank Car	492137
	Tank Car	492138
	Tank Car	492139
	Tank Car	492140
	Tank Car	492141
	Tank Car	492142
	Tank Car	492143
	Tank Car	492144
	Tank Car	492145
	Tank Car	492146
	Tank Car	492147
	Tank Car	492148
	Tank Car	492149
	Tank Car	492150
	Tank Car	492151
	Tank Car	492152
	Tank Car	492153
	Tank Car	492154
	Tank Car	492155
	Tank Car	492156
	Tank Car	492157
	Tank Car	492158
	Tank Car	492159
	Tank Car	492160
	Tank Car	492161
	Tank Car	492162
	Tank Car	492163
	Tank Car	492164
	Tank Car	492165
Tank Car	492166	
Tank Car	492167	
Tank Car	492168	
Tank Car	492169	
Tank Car	492170	
Tank Car	492171	
Tank Car	492172	
Tank Car	492173	
Tank Car	492174	
Tank Car	492175	
Tank Car	492176	
Tank Car	492177	

30 Model No. 30-255-5  
 25,498 Gallon 100 Ton  
 Coiled & Insulated Cars

<i>"CONX"</i>	Tank Car	492178
	Tank Car	492179
	Tank Car	492180
	Tank Car	492181
	Tank Car	492182
	Tank Car	492183
	Tank Car	492184
	Tank Car	492185

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>	<u>COST</u>
"CONX"	Tank Car	492186	
	Tank Car	492187	
	Tank Car	492188	
	Tank Car	492189	
	Tank Car	492190	
	Tank Car	492191	
	Tank Car	492192	
	Tank Car	492193	
	Tank Car	492194	
	Tank Car	492195	
	Tank Car	492196	
	Tank Car	492197	
	Tank Car	492198	
	Tank Car	492199	
	Tank Car	492200	
	Tank Car	492201	
	Tank Car	492202	
	Tank Car	492203	
	Tank Car	492204	
	Tank Car	492205	
	Tank Car	492206	
	Tank Car	492207	

Including all accessions, additions, attachments, replacements, repair, improvements, substitutions, and accessories thereto.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

6/8/07



\_\_\_\_\_  
Robert W. Alvord