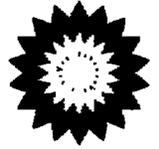


bp

16514-0



Kent Zigterman

Sr Attorney  
BP Legal

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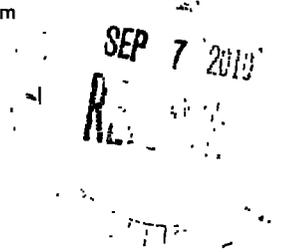
**SURFACE TRANSPORTATION BOARD**

BP America Inc  
4101 Winfield Road  
Mail Code 5 West  
Warrenville, IL 60555  
Direct (630)-821-2352  
Fax (630)-821-3396  
kent.zigterman@bp.com

**VIA FEDERAL EXPRESS**

September 3, 2010

Ms. Cynthia T. Brown  
Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, DC 20024



Re: **Document for Recordation – Partial Lease Termination dated as of June 29, 2010**

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are one original and two copies of a Partial Lease Termination, dated as of June 29, 2010, ("Partial Lease Termination"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary document, to which the enclosed Partial Lease Termination relates is the Lease of Railroad Equipment, dated as of August 1, 1989, and associated documents previously filed with the Board under Recordation Number 16514.

The names and address of the parties to the enclosed Partial Lease Termination are:

Lessor: U.S. Bank, National Association.  
(successor to The Connecticut National Bank as Trustee)  
425 Walnut Street  
Cincinnati, Ohio 45202

Lessee: BP Amoco Chemical Company  
(formerly named Amoco Chemical Company)  
501 Westlake Park Boulevard  
Houston, Texas 77079

A short summary of the document to appear in the index is: Partial Lease Termination.

A description of the railroad equipment covered by the Partial Lease Termination is: All rail cars listed in the documents identified on Exhibit A attached to the Partial Lease Termination.

A billing account has been opened by BP Amoco Chemical Company to cover the required recordation fee of \$41.00. Attached is a copy of the Billing Account Application for your records.

Kindly return the original and one stamped copy of the Partial Lease Termination to me at the above address.

Sincerely,

*Kent Zigterman*  
Kent Zigterman

REGISTRATION NO. 165140 FILED

SEP 07 '10 -4 00 PM

Execution Version

**SURFACE TRANSPORTATION BOARD**

**PARTIAL LEASE TERMINATION**

Dated as of June ~~24~~<sup>29</sup>, 2010

between

**BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company),  
as Lessee**

and

**U.S. BANK, NATIONAL ASSOCIATION  
(successor to The Connecticut National Bank),  
not in its individual capacity but solely as Trustee,  
as Lessor**

[THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON **EXHIBIT B** ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT, AND ONLY THE EQUIPMENT, DESCRIBED ON **EXHIBIT A** ATTACHED HERETO.]

THIS PARTIAL LEASE TERMINATION (this "Agreement"), dated as of June [29], 2010 between BP AMOCO CHEMICAL COMPANY (formerly Amoco Chemical Company), a Delaware corporation (the "Lessee"), and U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Trustee (the "Trustee" or "Lessor") under the Trust Agreement.

WITNESSETH

WHEREAS, the Lessee and the Trustee have heretofore entered into a Lease of Railroad Equipment dated as of August 1, 1989 (as supplemented and amended from time-to-time. the "Lease": capitalized terms used herein without definition shall have the respective meanings set forth in the Lease):

WHEREAS, Sections 14.01 and 14.02 of the Lease govern the return of Units upon expiration of the term of the Lease as to such Units: and

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor and the Lessee hereby acknowledge that effective as of the date hereof, the Lease is hereby terminated with respect to the Units listed in Exhibit A attached hereto (the "Terminated Units"). Rental payments for each of the Terminated Units ceased to accrue as of March 27, 2010. Except for per diem rental amounts under the fourth sentence of Section 14.01 of the Lease (which per diem rental amounts began to accrue as of March 27, 2010 and shall cease to accrue for each Unit as of the Redelivery Date for such Unit listed in Exhibit A attached hereto). Lessor acknowledges that there remain no further obligations on the part of Lessee under the Lease with respect to the Terminated Units, other than those obligations which are expressly stated to survive termination of the Lease.

2. The Lessee shall make all filings with the Surface Transportation Board and the Registrar General of Canada reflecting termination of the Lease with respect to the Terminated Units.

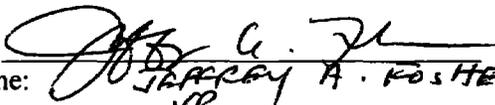
3. Nothing contained herein shall affect those provisions of the Lease or any related documents which are expressly stated to survive the termination provided for herein.

4. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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.

BP AMOCO CHEMICAL COMPANY  
(formerly, Amoco Chemical Company),  
as Lessee

By:   
Name: JERRY A. FOSTER  
Title: VP

U.S. BANK NATIONAL ASSOCIATION  
(successor to The Connecticut National Bank),  
not in its individual capacity but solely as Trustee,  
as Lessor

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.

BP AMOCO CHEMICAL COMPANY  
(formerly, Amoco Chemical Company),  
as Lessee

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

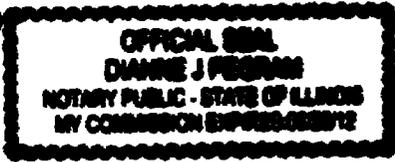
U.S. BANK, NATIONAL ASSOCIATION  
(successor to The Connecticut National Bank),  
not in its individual capacity but solely as Trustee,  
as Lessor

By: Maryanne Y. Dufresne  
Name: Maryanne Y. Dufresne  
Title: Vice President

State of Illinois )  
County of DeWitt )      ss

On this 28 day of June, 2010, before me, a notary public, personally appeared Jeffrey A. Jashee, to me personally known, who being by me duly sworn says that he is the Vice President of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Dianne J. Regan  
Notary Public

My Commission Expires: 06/25/12

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      ss

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that (s)he is the \_\_\_\_\_ of U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

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

My Commission Expires:

State of )  
 ) ss  
County of )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

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

My Commission Expires:

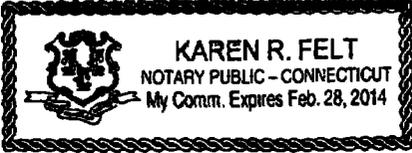
State of Connecticut )  
 ) ss  
County of Hartford )

On this 29<sup>th</sup> day of June, 2010, before me, a notary public, personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn says that (s)he is the Vice President, of U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

*Karen R. Felt*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



**Exhibit A**

**EQUIPMENT TO BE RELEASED**

**Description:**

**Total Quantity of Units to be Released: 8**

<b><u>Count</u></b>	<b><u>Marking</u></b>	<b><u>Number</u></b>	<b><u>Redelivery Date</u></b>
1	AMCX	123016	6/29/2010
2	AMCX	123023	6/29/2010
3	AMCX	123027	6/29/2010
4	AMCX	123034	6/29/2010
5	AMCX	123040	6/29/2010
6	AMCX	123045	6/29/2010
7	AMCX	123047	6/29/2010
8	BPOX	123031	6/29/2010

**Exhibit B**

Page 1 of 2

**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Lease of Railroad Equipment, dated as of August 1, 1989, between The Connecticut National Bank, as Lessor, and Amoco Chemical Company, as Lessee	September 13, 1989	16514-A
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 27, 1989	16514-C
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 14, 1989	16514-D
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	June 29, 1990	16514-E
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 4, 1990	16514-F
Conditional Sale Agreement dated as of August 1, 1989 among The Connecticut National Bank, not in its individual capacity but solely as Trustee for the Owner, Amoco Chemical Company, and Mercantile-Safe Deposit and Trust Company, as Agent	September 13, 1989	16514
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 27, 1989	16514-C
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 14, 1989	16514-D
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	June 29, 1990	16514-E
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 4, 1990	16514-F

**Exhibit B**

Page 2 of 2

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<b><u>Description</u></b>	<b><u>Filing Date</u></b>
Lease of Railroad Equipment, dated as of August 1, 1989, between The Connecticut National Bank, as Lessor, and Amoco Chemical Company. as Lessee	September 14, 1989
Amendment Agreement No. 1. dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 28, 1989
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 15, 1989
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	July 3, 1990
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 5, 1990
Conditional Sale Agreement dated as of August 1, 1989 among The Connecticut National Bank, not in its individual capacity but solely as Trustee for the Owner, Amoco Chemical Company, and Mercantile-Safe Deposit and Trust Company, as Agent	September 14, 1989
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 28, 1989
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 15, 1989
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	July 3, 1990
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 5, 1990