

212 474 3400  
Bill

**CRAVATH, SWAINE & MOORE**

LAURANCE V. GOODRICH  
SENIOR ATTORNEY

REGISTRATION NO. 16514 FILED 1486

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SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

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9-256A045

REGISTRATION NO. 16514 FILED 1486

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SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

September 12, 1989

Amoco Chemical Company  
Lease Financing Dated as of August 1, 1989  
Conditional Sale Indebtedness Due February 27, 2009,  
June 14, 2009, and January 2, 2010

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Amoco Chemical Company, for filing and recordation, counterparts of each of the following documents:

1. Conditional Sale Agreement dated as of August 1, 1989, among Amoco Chemical Company, as Seller, The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.
2. (a) Lease of Railroad Equipment dated as of August 1, 1989, between Amoco Chemical Company, as Lessee, and The Connecticut National Bank, as Trustee; and  
(b) Assignment of Lease and Agreement dated as of August 1, 1989, between The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The names and addresses of the parties to the aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21203

Vertical text on the left margin: "Amoco Chemical Company"

Handwritten signature on the bottom left margin.

## 2. Trustee:

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

## 3. Seller-Lessee:

Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Trustee and the Seller-Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto.

There is also enclosed a check for \$26.00 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,



Laurance V. Goodrich  
as Agent for Amoco Chemical  
Company

Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Encls.

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/13/89

OFFICE OF THE SECRETARY

Laurance V. Goodrich  
Cravath, Swaine & Moore  
Worldwide Plaza  
825 Eighth Avenue  
New York, N.Y. 10019

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/13/89 at 2:30pm, and assigned recordation number(s). 16514, 16514-A & 16514-B

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

16514/10  
RECORDATION NO \_\_\_\_\_ FILED 1425

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

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[CS&M Ref: 6648-001]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of August 1, 1989

Between

THE CONNECTICUT NATIONAL BANK ,  
as Trustee,

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent

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## ASSIGNMENT OF LEASE AND AGREEMENT

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\*This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

Assignment of Lease

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ASSIGNMENT OF LEASE AND AGREEMENT dated as of August 1, 1989 ("Assignment"), by and between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee (together with its successors and assigns, "Trustee") acting under a Trust Agreement dated as of the date hereof ("Trust Agreement") with FIRST CHICAGO LEASING CORPORATION ("Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as agent ("Agent") for a certain institutional investor ("Investor" and together with its successors and assigns, "Investors") under a Participation Agreement dated as of the date hereof among the Owner, the Trustee, the Agent, the Investors, AMOCO CHEMICAL COMPANY ("Lessee") and AMOCO CORPORATION ("Guarantor").

WHEREAS the Trustee is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with the Seller named therein ("Seller") providing for the sale to the Trustee of such of the units of railroad equipment to be acquired for the Trustee ("Units") described in the Annex B thereto as are delivered to and accepted by the Trustee thereunder and the CSA is being assigned to the Agent by the Seller;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with the amendments and supplements thereto, being called "Lease"), providing for the leasing by the Trustee to the Lessee of the Units;

WHEREAS the Guarantor will pursuant to the Participation Agreement unconditionally guarantee the due and punctual performance of all obligations of the Lessee under the Participation Agreement, the Lease, the Consent and the Tax Indemnity Agreement as more fully set forth in Section 19 thereof; and

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and as an inducement to the Investors to invest in the CSA Indebtedness as defined in the CSA, the Trustee agrees to assign for security purposes its rights in, to and under the Lease to the Agent.

NOW, THEREFORE, in consideration of the payments to be made, the parties hereto agree as follows:

1. The Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Trustee's obligations under the CSA all the Trustee's right, title and interest, powers, privileges, and other benefits under the Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of Section 12 of the Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity (other than Excepted Rights), liquidated damages, or otherwise (such moneys being hereinafter called "Payments"), and, except as otherwise provided herein, the right to make all waivers, and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

There is expressly excepted and reserved from the assignment under this instrument the following described properties, rights, interests and privileges (herein sometimes referred to as "Excepted Rights"):

(i) all rights of the Owner and the Trustee in its individual capacity to the protection of, or any proceeds of, public liability insurance maintained by the Lessee pursuant to Section 7.13 of the Lease and, in the case of proceeds, payable pursuant thereto as a result of public liability insurance claims paid or losses suffered by the Owner or the Trustee in its individual capacity;

(ii) the right to maintain separate insurance and to receive proceeds of insurance separately maintained by and for the benefit of the Owner or the Trustee, except to the extent that the separate maintenance of such insurance reduces the coverage or any amount

payable under any insurance constituting part of the Payments;

(iii) any indemnity under Sections 6.01, 6.02, 6.03, 9.06 or 9.07 of the Lease which by the terms thereof is payable to or for the account of the Owner or the Trustee in its individual capacity or their directors, officers, employees, agents, servants, successors, assigns or affiliates; provided, however, the same does not reduce the amount otherwise payable to the Agent;

(iv) any indemnity of the Owner under the Tax Indemnity Agreement;

(v) any amounts due to the Owner or the Trustee pursuant to Section 16 or Section 17 of the Lease;

(vi) the rights of the Trustee or the Owner to demand, collect and sue for or otherwise obtain any of the foregoing amounts or rights (including interest or damages for any delay or failure to pay or perform any of the foregoing), including the right to declare an Event of Default under the Lease based solely on the Lessee's failure to make such indemnities or payments or other such nonperformance, and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to above; provided, however, that this remedy is limited solely to Section 10.01(a) of the Lease.

The Agent agrees to accept any Payments made by the Lessee for the account of the Trustee pursuant to the Lease and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Trustee under the CSA then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the CSA, and any balance held by the Agent hereunder for the account of the Trustee shall be deemed to be held in trust for the Trustee and shall be paid immediately to and retained by the Trustee. If the Agent shall not receive any rental payment under Section 3.01 of the Lease or any payment of Casualty Values or Termination Values under Section 7 of the Lease when due, the Agent shall promptly notify the Trustee and the Owner by telegraphic communication at the address set forth in the Lease; provided, however, that if the Agent shall have declared an Event of Default under the Lease and the Agent has commenced to assert any of its remedies under the Lease, the right of the Trustee or the Owner to receive or retain

any Payments (which shall not include any payments of Excepted Rights) pursuant to any action brought to recover same shall be subordinated to the payment in full of the CSA Indebtedness, and any such Payments received by the Trustee or the Owner hereunder, net of the costs incurred in obtaining such amounts, shall be paid over the Agent and applied to the CSA Indebtedness. Failure to so notify the Trustee or the Owner shall not affect the rights and remedies of the Agent hereunder or under the CSA; except that the Agent may not make a Declaration of Default (as defined in the CSA) on the basis of an event of default under subparagraph (a) of Article 15 of the CSA arising solely by reason of the failure of the Lessee to make any such payment which under the provisions of clause (e) of Article 15 of the CSA is permitted to be cured by the Trustee, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. This Assignment is executed only as security for the obligations of the Trustee under the CSA and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under the Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Agent.

3. To protect the security afforded by this Assignment, the Trustee agrees as follows:

(a) The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Trustee; without the written consent of the Agent, the Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee which are intended to satisfy the obligations of the Trustee under the CSA, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease and the

Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Trustee fail to make any payment or to do any act which this Assignment requires the Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Trustee and affording the Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Trustee from any obligation thereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Trustee contained in the Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Trustee to make reimbursements under this Section 3 are subject to paragraph(h) of Article 4 of the CSA.

4. The Trustee does hereby constitute the Agent the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Agent may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Trustee's obligations under the CSA, this Assignment, and all rights herein assigned to the Agent in respect thereof, shall terminate, and all estate, right, title and interest of the Agent in and to the Lease shall revert to the Trustee without further act or deed, but the Agent shall execute and deliver such documents as the Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Trustee will, from time to time, do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law and reasonably requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. The Agent will give written notice to the Trustee, the Owner and the Lessee of any such assignment.

8. Notwithstanding any other provision of this Assignment, including without limitation the paragraph 1 hereof, the Trustee (a) whether or not an event of default under the CSA or an Event of Default under the Lease shall have occurred and be continuing (I) shall to the exclusion of the Agent retain all rights with respect to Excepted Rights, including, without limitation, the exclusive right under Section 10 of the Lease to declare the Lease in default for failure of the Lessee to make a payment relating to Excepted Rights (but the Trustee shall not in any event have any right to exercise remedies under Section 10 of the Lease other than remedies (exclusive of the remedy of foreclosure or termination) available to it with respect to such Excepted Rights pursuant to clause (a) of Section 10.1 of the Lease) and (II) shall have the right, but not to the exclusion of the Agent, (A) to receive from the Lessee all notices, copies of all documents and all information which the Lessee is permitted or required to give or furnish to the "Trustee" pursuant to the Lease or the Participation Agreement and (B) to inspect the Units of Equipment and the Lessee's records with respect thereto; (b) so long as no event of default under the CSA shall have occurred and be continuing shall have the right, (I) to the exclusion of the Agent, to exercise the rights (A) of Trustee under Sections 13.01 to and including 13.05 of the Lease and (B) of the Owner or Trustee (1) to adjust rent, Casualty Values and Termination Values as provided in Section 3.03 of the Lease, subject to the provisions of Section 3.05 thereof, and (2) to accept delivery of the Units of Equipment under and pursuant to Section 1 of the Participation Agreement, Section 3 of the CSA and Section 2.01 of the Lease, subject to the satisfaction of the conditions set forth in the Participation Agreement, the CSA and the Lease, and (II) but not to the exclusion of the Agent (A) to retain all rights with respect to insurance which Section 7.13 of the Lease specifically confers upon the "Trustee" for its own account, (B) to provide or obtain insurance pursuant to Section 7.13

of the Lease, (C) to maintain, service and repair the Units of Equipment pursuant to Section 9.03 of the Lease, (D) to grant any consents under Section 12.02 of the Lease and (E) to consent to any amendment, modification or waiver of any of the provisions of the Lease; provided, however, that the Owner or its successor shall be solvent and have a positive net worth at the time any such right to consent is exercised; and (c) if an Event of Default has occurred under the Lease, but no other event of default under the CSA has occurred, shall have the right, but not to the exclusion of the Agent, to consent to any amendment, modification or waiver of any of the provisions of Sections 9.02, 9.03, 12.02 or 13 of the Lease or of any provision of the Lease which constitutes any of the Excepted Rights, provided that any Moody's and Standard and Poor's ratings of Guarantor's long term debt securities shall not have fallen below the highest rating category (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) on any of the Deposit Dates pursuant to the Participation Agreement referred to above; and if during the occurrence of an Event of Default under the Lease, but no other event of default under the CSA, the Agent shall propose to enter into any amendment, modification or waiver of any of the provisions of the Lease in respect of which the Trustee is not entitled to consent thereto pursuant to the provisions of this clause (c), then the Agent may enter into any such amendment, modification or waiver only if the Agent shall first furnish a copy of same to the Trustee and the Owner, and shall permit the Owner for a period of 30 days after receipt of a copy of same to have the right to pay or cause to be paid to the Agent the total unpaid balance of the CSA Indebtedness, as defined in the CSA, together with interest thereon accrued and unpaid and all other payments then due under the CSA, and Owner fails to make or to cause payment of such amounts.

Except as otherwise set forth in the preceding paragraph, the Agent shall, if an event of default under the CSA shall have occurred and be continuing, have the sole right (to the exclusion of the Trustee and the Owner) to exercise all rights, privileges and remedies (either in its own name or in the name of the Trustee for the use and benefit of the Agent) which by the terms of the Lease are permitted or provided to be exercised by the Trustee.

9. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. 11303.

10. The Trustee shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the CSA, or to such other address as the Agent shall designate.

11. The Agent hereby agrees with the Trustee that, so long as no event of default, or any event which with lapse of time or notice or both would constitute such an event of default, under the CSA has occurred and is then continuing, the Agent will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Trustee to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Section 1 hereof, and that, subject to the terms of the Lease and the CSA, the Trustee may, so long as no such event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of Section 10.01 of the Lease; provided, however, the Trustee shall not, without the prior written consent of the Agent, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said Section 10.01.

12. It is expressly agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, undertakings and agreements, herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, undertakings and agreements by the financial institution acting as Trustee hereunder or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as that term is used in the Trust Agreement and this Assignment is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee under the Trust Agreement; and that no personal liability or responsibility is assigned by or shall at any time be asserted or enforceable against said financial institution on account of any representation, undertaking or agreement hereunder of said financial institution, acting in its capacity as Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through

or under the Agent, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

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, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

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

by



Name: **ANDREA TURLO**  
Title: VICE PRESIDENT

Executed on September 13 , 1989.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

[Corporate Seal]

by

Attest:

Name:  
Title:

Name:  
Title:

Executed on September , 1989.

or under the Agent, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

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, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

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

by

Name:  
Title:

Executed on September , 1989.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

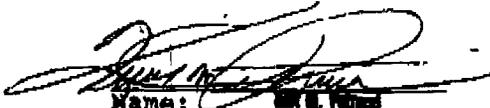
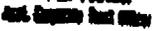
Name: R. E. Schreiber  
Title: VICE PRESIDENT

Executed on September 5, 1989.



[Corporate Seal]

Attest:

  
Name:   
Title: 

## LESSEE'S CONSENT AND AGREEMENT

The undersigned, the Lessee named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Assignment") hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Trustee under the Lease directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent") under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Account No. 620081-8 with notation that the funds are "Re: AMOCO 8/1/89" (or such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants, to be performed by the undersigned under the Lease as though the Agent were named therein as the Trustee;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease which are intended to satisfy the obligations of the Trustee under the CSA, the obligations of the Trustee under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurances required to be done and/or

executed and delivered by it pursuant to the provisions of the Participation Agreement and the exhibits thereto.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of August 1, 1989.

AMOCO CHEMICAL COMPANY,

by



Name:  
Title:

Accepted:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent under the Participation Agreement referred to above,

[Corporate Seal]

by

Attest:

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

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

executed and delivered by it pursuant to the provisions of the Participation Agreement and the exhibits thereto.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of August 1, 1989.

AMOCO CHEMICAL COMPANY,

by

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

Accepted:

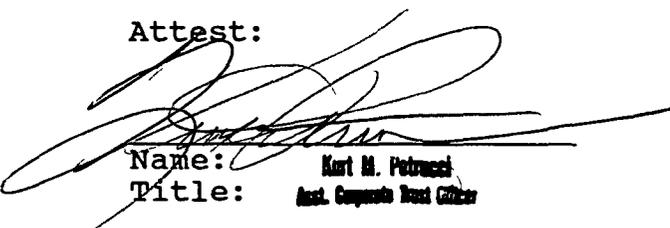
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent under the Participation Agreement referred to above,

by

  
\_\_\_\_\_  
Name: R. E. Schreiber  
Title: VICE PRESIDENT

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Name: Kurt M. Patrucci  
Title: Asst. Corporate Trust Officer

