

# CRAVATH, SWAINE & MOORE

WORLDWIDE PLAZA  
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NEW YORK, N. Y. 10019

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WRITER'S DIRECT DIAL NUMBER

RECORDATION NO. 16514-C FILED 1425  
SEP 27 1989 -4 10 PM

INTERSTATE COMMERCE COMMISSION

9-270A049

33 KING WILLIAM STREET  
LONDON EC4R 9DU ENGLAND  
TELEPHONE 1-866-1421  
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ALLEN F MAULSBY  
STEWART R BROSS JR  
JOHN R HUPPER  
SAMUEL C BUTLER  
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JOHN F HUNT  
GEORGE J GILLESPIE, III  
THOMAS D BARR  
MELVIN L BEDRICK  
GEORGE T LOWY  
ROBERT ROSENMAN  
ALAN J HRUSKA  
JOHN E YOUNG  
JAMES M EDWARDS  
DAVID G ORMSBY  
DAVID L SCHWARTZ  
RICHARD J HIEGEL  
FREDERICK A O SCHWARZ, JR  
CHRISTINE BESHAR  
ROBERT S RIFKIND  
DAVID BOIES  
DAVID O BROWNWOOD  
PAUL M DODYK  
RICHARD M ALLEN  
THOMAS R BROME  
ROBERT D JOFFE  
ROBERT F MULLEN  
HERBERT L CAMP  
ALLEN FINKELSON  
RONALD S ROLFE  
JOSEPH R SAHID  
PAUL C SAUNDERS

MARTIN L SENZEL  
DOUGLAS D BROADWATER  
JOSEPH A MULLINS  
MAX R SHULMAN  
STUART W GOLD  
JOHN W WHITE  
JOHN E BEERBOWER  
EVAN R CHESLER  
PATRICIA GEGGHEGAN  
D COLLIER KIRKHAM  
MICHAEL L SCHLER  
DANIEL P CUNNINGHAM  
KRIS F HEINZELMAN  
B ROBBINS KIESSLING  
ROGER D TURNER  
PHILIP A GELSTON  
RORY O MILLSON  
NEIL P WESTREICH  
FRANCIS P BARRON  
RICHARD W CLARY  
WILLIAM P ROGERS, JR  
JAMES D COOPER  
STEPHEN L GORDON  
ROBERT A KINDLER  
DANIEL L MOSLEY  
GREGORY M SHAW  
PETER S WILSON  
JAMES C VARDELL, III  
ROBERT H BARON  
KEVIN J GREHAN  
W CLAYTON JOHNSON  
STEPHEN S MADSEN

September 27, 1989

Amendment Agreement No. 1 Dated as of September 22, 1989  
Amending Conditional Sale Agreement  
Filed under Recordation No. 16514 and  
Lease of Railroad Equipment Filed Under  
Recordation No. 16514-B

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 the following document:

Amendment Agreement No. 1 dated as of September 22, 1989, among Mercantile-Safe Deposit and Trust Company, as Agent, Amoco Chemical Company, as Lessee, and The Connecticut National Bank, as Trustee.

Amendment Agreement No. 1 amends the Conditional Sale Agreement and Lease of Railroad Equipment each dated as of August 1, 1989, previously filed and recorded with the Interstate Commerce Commission on September 13, 1989, at 2:30 p.m., Recordation No. 16514.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to adjust the Debt Amortization Schedule for the Series A Equipment, the Rental Schedule for the Series A Equipment and the Termination and Casualty Loss Values for the Series A Equipment.

*Handwritten signature*

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16514-C.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

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

Very truly yours,

*Laurance V. Goodrich*

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

9/28/89

OFFICE OF THE SECRETARY

Laurance V. Goodrich  
Cravath, Swaine & Moore  
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 9/27/89 at 4:10pm and assigned recordation number(s). 16514-C

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO. 16514-C  
FILED 1989  
SEP 27 1989 - 4 10 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1  
("Amendment") dated as of September 22,  
1989, among AMOCO CHEMICAL COMPANY, a  
Delaware corporation ("Lessee"),  
MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, a Maryland Corporation  
("Agent"), and THE CONNECTICUT NATIONAL  
BANK, not individually but solely in  
its capacity as trustee ("Trustee").

WHEREAS each of the parties hereto has entered  
into a Participation Agreement dated as of August 1, 1989  
("Participation Agreement");

WHEREAS capitalized terms not otherwise defined  
herein shall have the respective meanings set forth in the  
Participation Agreement;

WHEREAS the Trustee, Amoco Chemical Company (in  
such capacity, "Seller") and the Agent have entered into a  
Conditional Sale Agreement dated as of August 1, 1989  
("CSA");

WHEREAS the Lessee and the Trustee have entered  
into a Lease of Railroad Equipment dated as of August 1,  
1989 ("Lease");

WHEREAS the CSA and the Lease were filed with the  
Interstate Commerce Commission pursuant to 49 U.S.C. § 11303  
on September 13, 1988, at 2:30 p.m., recordation number  
16514, and deposited in the Office of the Registrar General  
of Canada pursuant to Section 86 of the Railway Act of  
Canada on September 14, 1988, at 11:25 a.m.;

WHEREAS the Owner and the Lessee pursuant to  
Article 4 of the CSA and Section 3.03 of the Lease have  
given notice ("Notice") to the other parties to the  
Participation Agreement of the amount of the precise  
percentage for Article 4(c)(i) of the CSA ("Debt Percent-  
age"), and the schedules of Debt Amortization, Basic Rents  
and Casualty Values for the Series A Closing;

WHEREAS the parties hereto desire to amend the  
CSA and the Lease to reflect the Notice;

WHEREAS the Owner has authorized the Owner Trustee  
to execute this Amendment Agreement;

WHEREAS the Agent is authorized to execute this  
Amendment Agreement without the consent of the Investor

since this Amendment Agreement does not adversely affect the interests of the Investor.

NOW THEREFORE, the parties hereto agree as follows:

1. The Debt Percentage shall be 75.472% and the Debt Rate shall be 9.07% for the Series A Closing. The CSA is hereby amended to delete Schedule IA to the CSA and to substitute therefor Schedule IA hereto.

2. The Lease is hereby amended to (a) delete Schedule B to the Lease to the extent that it relates to Series A Units and substitute therefor Schedule B hereto and (b) delete Schedule C to the Lease to the extent that it relates to Series A Units and substitute therefor Schedule C hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 19 of the CSA and Section 15.01 of the Lease.

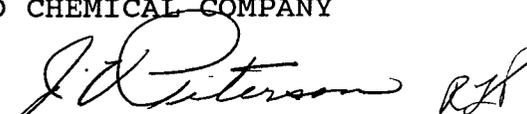
7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver

a counterpart signed by it to Cravath, Swaine & Moore,  
special counsel for the Lessee.

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.

AMOCO CHEMICAL COMPANY

by

  
Title:

Name:

Executed on September 27, 1989

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

by

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

Name:

Executed on September , 1989.

a counterpart signed by it to Cravath, Swaine & Moore,  
special counsel for the Lessee.

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.

AMOCO CHEMICAL COMPANY

by

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

Name:

Executed on September , 1989

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

by

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

VICE PRESIDENT

Name: R. E. Schreiber

Executed on September 26, 1989.

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

by

  
Title: JAY T BAUER  
Name: CORPORATE TRUST OFFICER

Executed on September 27, 1989.

SCHEDULE IA

**FINAL EXHIBIT**  
**AMOCO CORPORATION**  
**Leveraged Lease Financing**  
**for**  
**Series A Equipment**  
**-Debt Amortization Schedule-**

Loan Amount \$ 1,000,000.00  
 Average interest rate 9.070072 % /year SEMI  
 Average Life 13.488 years  
 Duration 7.874 years

Date	Principal Repayment	Interest	Debt Service	Balance	Debt Rate
9/28/1989	.00	.00	.00	1000000.00	9.070000
3/27/1990*	.00	45098.06	45098.06	1000000.00	9.275662
3/27/1991	15011.56	92756.62	107768.18	984988.44	9.275662
3/27/1992	16403.98	91364.20	107768.18	968584.46	9.275662
3/27/1993	17925.56	89842.62	107768.18	950658.90	9.275662
3/27/1994	19588.27	88179.91	107768.18	931070.63	9.275662
3/27/1995	21405.21	86362.97	107768.18	909665.42	9.070000
9/27/1995	.00	41253.33	41253.33	909665.42	9.070000
3/27/1996	25261.54	41253.33	66514.87	884403.88	9.070000
9/27/1996	.00	40107.72	40107.72	884403.88	9.070000
3/27/1997	27552.75	40107.72	67660.47	856851.13	9.070000
9/27/1997	.00	38858.20	38858.20	856851.13	9.070000
3/27/1998	24138.43	38858.20	62996.63	832712.70	9.070000
9/27/1998	.00	37763.52	37763.52	832712.70	9.070000
3/27/1999	79158.63	37763.52	116922.15	753554.07	9.070000
9/27/1999	.00	34173.68	34173.68	753554.07	9.070000
3/27/2000	40237.17	34173.68	74410.85	713316.90	9.070000
9/27/2000	.00	32348.92	32348.92	713316.90	9.070000
3/27/2001	43865.38	32348.92	76214.30	669451.52	9.070000
9/27/2001	.00	30359.63	30359.63	669451.52	9.070000
3/27/2002	65605.20	30359.63	95964.83	603846.32	9.070000
9/27/2002	.00	27384.43	27384.43	603846.32	9.070000
3/27/2003	50650.48	27384.43	78034.91	553195.84	9.070000
9/27/2003	.00	25087.43	25087.43	553195.84	9.070000
3/27/2004	74178.74	25087.43	99266.17	479017.10	9.070000
9/27/2004	.00	21723.43	21723.43	479017.10	9.070000
3/27/2005	92457.45	21723.43	114180.88	386559.65	9.070000
9/27/2005	.00	17530.48	17530.48	386559.65	9.070000
3/27/2006	101241.70	17530.48	118772.18	285317.95	9.070000
9/27/2006	.00	12939.17	12939.17	285317.95	9.070000
3/27/2007	110860.55	12939.17	123799.72	174457.40	9.070000
9/27/2007	.00	7911.64	7911.64	174457.40	9.070000
3/27/2008	121393.26	7911.64	129304.90	53064.14	9.070000
9/27/2008	.00	2406.46	2406.46	53064.14	9.070000
3/27/2009	53064.14	2406.46	55470.60	.00	9.070000
9/27/2009	.00	.00	.00	.00	9.070000
3/27/2010	.00	.00	.00	.00	9.070000
<b>Total</b>	<b>1000000.00</b>	<b>1233300.46</b>	<b>2233300.46</b>		

\* Interest only to the extent accrued will be payable on this date.

## SCHEDULE B

FINAL EXHIBIT  
 AMOCO CORPORATION  
 Leveraged Lease Financing  
 for  
 Series A Equipment  
 RENTAL SCHEDULE  
 (Expressed as a Percent of Purchase Price\*)

Date	Arrears Rent	Advance Rent	Total Rent
3/27/1990	.000000	.000000	.000000
9/27/1990	.000000	.000000	.000000
3/27/1991	8.133501	.000000	8.133501
9/27/1991	.000000	.000000	.000000
3/27/1992	8.133501	.000000	8.133501
9/27/1992	.000000	.000000	.000000
3/27/1993	8.133501	.000000	8.133501
9/27/1993	.000000	.000000	.000000
3/27/1994	8.133501	.000000	8.133501
9/27/1994	.000000	.000000	.000000
3/27/1995	8.133501	.000000	8.133501
9/27/1995	3.113479	.000000	3.113479
3/27/1996	5.020023	.000000	5.020023
9/27/1996	3.027017	.000000	3.027017
3/27/1997	5.106484	.000000	5.106484
9/27/1997	2.932713	.000000	2.932713
3/27/1998	5.200788	.000000	5.200788
9/27/1998	2.850095	.000000	2.850095
3/27/1999	5.283406	4.217381	9.500787
9/27/1999	.000000	3.916120	3.916120
3/27/2000	.000000	6.257157	6.257157
9/27/2000	.000000	3.683388	3.683388
3/27/2001	.000000	6.778692	6.778692
9/27/2001	.000000	3.161853	3.161853
3/27/2002	.000000	7.873782	7.873782
9/27/2002	.000000	2.066763	2.066763
3/27/2003	.000000	8.047142	8.047142
9/27/2003	.000000	1.893403	1.893403
3/27/2004	.000000	8.301031	8.301031
9/27/2004	.000000	1.639514	1.639514
3/27/2005	.000000	8.617482	8.617482
9/27/2005	.000000	1.323063	1.323063
3/27/2006	.000000	8.963998	8.963998
9/27/2006	.000000	.976547	.976547
3/27/2007	.000000	9.343436	9.343436
9/27/2007	.000000	.597109	.597109
3/27/2008	.000000	9.758925	9.758925
9/27/2008	.000000	.181620	.181620
3/27/2009	.000000	9.769660	9.769660
9/27/2009**	.000000	.170884	.170884
<b>Total</b>	<b>73.201510</b>	<b>107.538950</b>	<b>180.740460</b>

\*As defined in Article 4 of the CSA.

\*\*Termination Date.

SCHEDULE C

FINAL EXHIBIT

AMOCO CORPORATION

Leveraged Lease Financing  
for  
Series A Equipment

TERMINATION AND CASUALTY LOSS VALUES  
(Expressed as a Percent of Purchase Price)

Date	Termination Values	Casualty Values
3/27/90	106.4396096	106.4396096
9/27/90	111.3403974	111.3403974
3/27/91	107.8512567	107.8512567
9/27/91	112.1924922	112.1924922
3/27/92	108.2484657	108.2484657
9/27/92	112.2166006	112.2166006
3/27/93	107.9453640	107.9453640
9/27/93	111.6326242	111.6326242
3/27/94	107.1141121	107.1141121
9/27/94	110.5577291	110.5577291
3/27/95	105.7894602	105.7894602
9/27/95	105.8100068	105.8100068
3/27/96	103.9098268	103.9098268
9/27/96	103.9163830	103.9163830
3/27/97	101.8436706	101.8436706
9/27/97	101.8506244	101.8506244
3/27/98	99.5897152	99.5897152
9/27/98	99.5970942	99.5970942
3/27/99	97.1713791	97.1713791
9/27/99	95.5409900	95.5409900
3/27/00	94.2120933	94.2120933
9/27/00	90.4046846	90.4046846
3/27/01	89.1712927	89.1712927
9/27/01	84.6927191	84.6927191
3/27/02	83.8312482	83.8312482
9/27/02	78.0350457	78.0350457
3/27/03	78.0692899	78.0692899
9/27/03	71.9283091	71.9283091
3/27/04	71.9736885	71.9736885
9/27/04	65.4100450	65.4100450
3/27/05	65.5879494	65.5879494
9/27/05	58.5866192	58.5866192
3/27/06	58.9753426	58.9753426
9/27/06	51.5112422	51.5112422
3/27/07	52.1482551	52.1482551
9/27/07	44.1957042	44.1957042
3/27/08	45.1236797	45.1236797
9/27/08	36.6561972	36.6561972
3/27/09	37.8586210	37.8586210
9/27/09	29.1602303	29.1602303
3/27/10	30.0000000	30.0000000