

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

1301 MCKINNEY, SUITE 5100

HOUSTON, TEXAS 77010-3085

TELEPHONE: 713/651-5151
FACSIMILE: 713/651-5246

WRITER'S INTERNET ADDRESS:
dangel@fulbright.com

WRITER'S DIRECT DIAL NUMBER:
713/651-5558

HOUSTON
WASHINGTON, D.C.
AUSTIN
SAN ANTONIO
DALLAS
NEW YORK
LOS ANGELES
MINNEAPOLIS
LONDON
HONG KONG

RECORDATION NO. 15075-I FILED

May 22, 2000 MAY 24 '00 12-19 PM



SURFACE TRANSPORTATION BOARD

Re: Secondary Documents to Primary Document No. 15075



Surface Transportation Board
1925 K Street N.W., Suite 700
Washington, D.C. 20423

Dear Sirs:

Pursuant to the provisions of 49 U.S.C. § 11301 and 49 C.F.R. Part 1177, enclosed please find duplicate originals of two secondary documents described below for recordation at the Surface Transportation Board. The primary document is a Conditional Sales Agreement filed on October 16, 1986, under Primary Document No. 15075.

- (i) Secondary Document - Lease Amendment No. 2 dated April 6, 2000.
The names and addresses of the parties to this document are:

Lessor: Allfirst Bank
15th Floor
25 South Charles Street
Baltimore, Maryland 21201

Lessee: Solvay Polymers, Inc.
333 Richmond Avenue
Houston, Texas 77098

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

Lease Amendment No. 2 between Allfirst Bank, as lessor, and Solvay Polymers, Inc., as lessee, dated as of April 6, 2000.

- (ii) Secondary Document - Partial Release of Security Interest by State Street Bank and Trust Company, as Agent dated as of April 6, 2000.

The name and address of the party to this document is:

Surface Transportation Board
May 22, 2000
Page 2

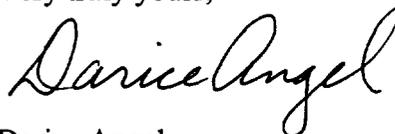
Agent: State Street Bank and Trust Company
Goodwin Square
225 Asylum Street
Hartford, Connecticut 06103

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

Partial Release of Security Interest issued by State Street Bank and Trust Company, as Agent, dated as of April 6, 2000 and relating to Units ELTX 1257, ELTX 1329, ELTX 1363 and ELTX 1354.

Also enclosed is a check in the amount of \$52.00 in payment of the filing fees. Please file-stamp and return the additional copies of each document presented for recordation. I would appreciate it if you would also stamp the recordation information on the enclosed copy of this transmittal letter. Should you have any questions or require further information, please do not hesitate to contact me at (713) 651-5558.

Very truly yours,



Darice Angel
Senior Legal Assistant

Enclosures

Via Hand Delivery

cc: Jay Olmstead (w/o enclosures) (Firm)

REGISTRATION NO. 15075-I FILED

MAY 24 '00 12:09 PM

SURFACE TRANSPORTATION BOARD

PARTIAL RELEASE OF
SECURITY INTEREST

By

STATE STREET BANK AND TRUST COMPANY,

as Agent

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT
TO 49.U.S.C. §11301 ON MAY __, 2000, AT _____M. RECORDATION NUMBER: 15075-
__.

PARTIAL RELEASE OF SECURITY INTEREST

This PARTIAL RELEASE OF SECURITY INTEREST dated as of April 6, 2000 (this "Partial Release"), is made by State Street Bank and Trust Company (as "Agent").

A. Reference is made to (i) the Conditional Sales Agreement dated as of September 1, 1986 (the "Agreement"), between ACF Industries, Inc. and BarclaysAmerican/Leasing, Inc. and (ii) the Assignment of Conditional Sale Indebtedness dated as of September 1, 1986, among ACF Industries, Inc., The Connecticut Bank and Trust Company, National Association, as Agent, and BarclaysAmerican/Leasing, Inc.

B. Four Units suffered Casualty Occurrences as follows: ELTX 1257 on June 26, 1989; ELTX 1329 on December 18, 1997; ELTX 1363 on February 5, 1998; and ELTX 1354 on September 10, 1998 (such Units are referred to herein collectively as the "Lost Units"). In each case, Lessee has paid the Casualty Value for the relevant Lost Unit pursuant to Section 7.1 of the Lease.

NOW, THEREFORE, the Agent has executed and delivered this Partial Release pursuant to Section 9.2(b) of the Agreement, intending to be legally bound.

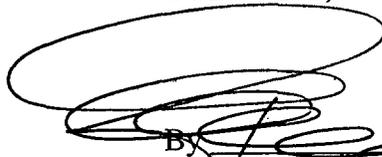
1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in the Agreement. The Agent does hereby adopt, confirm, ratify, adopt and agree to the foregoing recitals.

2. The Agent acknowledges that the Casualty Value of each of the Lost Units has been paid.

3. The Lost Units are released from the Lien of the Agreement and the other Basic Agreements, and the Agent releases any and all claims in and to the Lost Units

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed by one of its officers thereunto duly authorized effective as of the day and year first above written.

STATE STREET BANK AND TRUST
COMPANY, As Agent



By: _____
Name: SANDY LAMARR CODY
Title: VICE PRESIDENT

LESSOR'S ACKNOWLEDGMENT

STATE OF MASSACHUSETTS §
COUNTY OF Suffolk §

On this 27th day of April, 2000, before me personally appeared SMOY LAMARR COOY, to me known, who, being by me duly sworn, did depose and say that he/she resides at DORCHESTER MA.; that he/she is a VICE PRESIDENT of STATE STREET BANK AND TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Brian Curtis
Notary Public in and for
the State of Massachusetts

My Commission Expires:
April 6, 2001