

FULBRIGHT & JAWORSKI L.L.P.

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November 20, 2002

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

RECORDATION NO. 15075-0 FILED

NOV 27 '02

1-15 PM

Dear Mr. Williams:

SURFACE TRANSPORTATION BOARD

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of Lease Amendment No. 3 dated as of October 29, 2002, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Allfirst Bank (originally BarclaysAmerican/Leasing, Inc.) documents which were previously filed with the Board under Recordation Number 15075.

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

Lessor	Allfirst Bank 25 South Charles Street, 15 th Floor Baltimore, Maryland 21201
Lessee	BP Solvay Polyethylene North America 3333 Richmond Avenue Houston, Texas 77098

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

Two hundred sixty seven (267) railcars bearing ELTX reporting marks and road numbers 1100 through 1321, inclusive (excluding 1171, 1257, 1329, 1354 and 1363).

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

This document removes railcar ELTX 1171 from the Lease of Railroad Equipment dated as of September 1, 1986, as amended, due to the destruction of railcar ELTX 1171 in a casualty event on January 21, 2002.

45209520.2/10201786 (ELTX 1171)

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nina Marie Bianchi". The signature is fluid and cursive, with the first name "Nina" being the most prominent.

Nina Marie Bianchi

NMB/ak
Enclosure

cc: Mr. Jay Olmstead

RECORDATION NO. 15075-0 FILED

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SURFACE TRANSPORTATION BOARD

LEASE AMENDMENT NO. 3

Dated as of October 29, 2002

Between

ALLFIRST BANK
(formerly known as The First National Bank of Maryland)

Lessor

and

BP SOLVAY POLYETHYLENE NORTH AMERICA

Lessee

ELTX 1171

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. SECTION 11301 ON NOVEMBER __, 2002, AT ____ M. UNDER RECORDATION NUMBER _____.

LEASE AMENDMENT NO. 3

THIS LEASE AMENDMENT NO. 3, dated as of October 29, 2002 (this "Lease Amendment"), is entered into between ALLFIRST BANK (formerly known as The First National Bank of Maryland), a Maryland banking corporation, as successor in interest to BarclaysAmerican/Leasing, Inc. ("Barclays") and as lessor ("Lessor"), and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor in interest to Solvay Polymers, Inc., formerly known as Soltex Polymer Corporation, and as lessee ("Lessee").

A. Reference is made to the Lease of Railroad Equipment dated as of September 1, 1986, as amended by the letter dated January 27, 1987, as amended by the letter agreement dated November 24, 1992, as amended by Lease Amendment No. 2 dated as of April 6, 2000 (collectively, the "Lease"), between Lessor and Lessee. Pursuant to the Lease, Lessee leased from Lessor 272 new ACF Model 5711 Center Flow® covered hopper cars of 5,800 cubic foot capacity, serial numbered ELTX 1100 through 1371, inclusive.

B. In June of 1996, Barclays sold, assigned and transferred to The Provident Bank ("Provident") all of Barclays' right, title and interest in and to the Lease and the Equipment (as defined in the Lease). On September 30, 1996, Provident assigned to Lessor (i) all of Provident's right, title, interest, claims, demands and obligations in, to and under the Lease and (ii) all of Provident's right, title and interest in and to 271 ACF Model 5711 Center Flow® covered hopper cars of 5,800 cubic foot capacity bearing car marks and numbers: ELTX 1100 through 1256, inclusive; and ELTX 1258 through 1371, inclusive.

C. Four Units of Equipment 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. Said Units of Equipment were removed from the Lease by Lease Amendment No. 2 dated as of April 6, 2000.

D. On January 21, 2002, a Casualty Occurrence occurred with respect to the Unit of Equipment described in Schedule I to this Lease Agreement (the "Lost Unit"). Lessee has paid the Casualty Value for the Lost Unit and the Rent on the Lost Unit due and payable on July 2, 2002 (the "Casualty Payment Date") pursuant to Section 7.1 of the Lease.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in the Lease. Lessor and Lessee do hereby adopt, confirm, ratify, adopt and agree to the foregoing recitals.

2. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Unit is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Unit);
- (ii) the Lost Unit is released and discharged from the provisions of the Lease as of the Casualty Payment Date, except for those provisions of the Lease which expressly survive the term of the Lease;
- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Unit;
- (iv) Schedule A to the Lease, as amended, shall be deleted in its entirety and shall be replaced by Schedule II hereto which sets forth the Units of Equipment subject to the Lease following July 2, 2002; and
- (v) Schedule III hereto amends Schedule C to the Lease (as previously amended by the letter dated January 27, 1987) and sets forth the now current Basic Rent Schedule (in United States dollars, *based on the factors set forth in the letter dated January 27, 1987*) for the Units of Equipment remaining subject to the Lease.

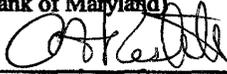
4. This Lease Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Amendment constitutes an amendment to, and a part of, the Lease, and the Lease, as hereby amended, remains in full force and effect.

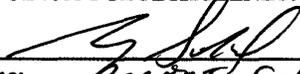
6. This Lease Amendment shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Amendment to be executed and delivered as of the date first above written.

ALLFIRST BANK (formerly known as The First National Bank of Maryland)

By: 
Name: VICE PRESIDENT
Title: _____

BPSOLVAY POLYETHYLENE NORTH AMERICA

By: 
Name: ROBERT COKOL
Title: VP FINANCE

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF MARYLAND §
 §
CITY OF BALTIMORE §

This instrument was acknowledged before me on October 29, 2002, by CA Pistell, the Vice President of ALLFIRST BANK, a Maryland banking corporation.



Notary Public in and for
the State of Maryland
Roger Weaver, Notary Public
State of Maryland
Commission expires Jan. 1, 2003

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ^{November} October 13, 2002, by Robert Sokol, the Vice President, Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership.



Notary Public in and for
the State of Texas

LOST EQUIPMENT

Description of the Lost Equipment:

One (1) Center Flow® covered hopper rail car of 5,800 cubic foot capacity, initialed ELTX and numbered 1171, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

EQUIPMENT

Description of the Equipment:

Two hundred sixty seven (267) ACF Model 5711 5,800 cubic foot capacity Center Flow® covered hopper railcars, car numbers ELTX 1100 through number 1371, inclusive (excluding 1171, 1257, 1329, 1354 and 1363).

REVISED BASIC RENT FACTORS
AND RENT AMOUNTS

RENT PAYMENT DATE	PAYMENT NO.	PURCHASE PRICE (US\$)	RENT AS % OF PURCHASE PRICE	RENT (US\$)
JAN-02-97	1	12,761,525.00	2.8787038	367,366.50
JUL-02-97	2	12,761,525.00	7.0122417	894,868.97
JAN-02-98	3	12,761,525.00	2.7708860	353,607.30
JUL-02-98	4	12,761,525.00	7.1265172	909,452.27
JAN-02-99	5	12,668,975.00	2.6566104	336,565.30
JUL-02-99	6	12,668,975.00	7.6566999	970,025.39
JAN-02-00	7	12,622,700.00	2.1264278	268,412.60
JUL-02-00	8	12,622,700.00	7.8959080	996,676.77
JAN-02-01	9	12,622,700.00	1.8872197	238,218.08
JUL-02-01	10	12,622,700.00	8.1940194	1,034,306.48
JAN-02-02	11	12,622,700.00	1.5891083	200,588.37
JUL-02-02	12	12,622,700.00	8.5217651	1,075,676.84
JAN-02-03	13	12,575,425.00	1.2613626	158,621.71
JUL-02-03	14	12,575,425.00	8.8820910	1,116,960.70
JAN-02-04	15	12,575,425.00	0.9010366	113,309.18
JUL-02-04	16	12,575,425.00	9.2782358	1,166,777.58
JAN-02-05	17	12,575,425.00	0.5048918	63,492.29
JUL-02-05	18	12,575,425.00	9.7137601	1,221,546.62
JAN-02-06	19	12,575,425.00	0.0693675	8,723.26
JUL-02-06	20	12,575,425.00	9.7831277	1,230,269.89
JAN-02-07	21	12,575,425.00	0.0000000	0.00
JUL-02-07	22	12,575,425.00	4.8915638	615,134.94