

LAW OFFICES OF
LOUIS E. GITOMER, LLC

RECORDATION NO. 31464-B FILED
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SURFACE TRANSPORTATION BOARD

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October 26, 2016

Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for efilng the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Release of Security Agreement, a secondary document, dated as of October 26, 2016. The primary document to which this is connected is recorded under Recordation No. 31464. We request that this document be recorded under Recordation No. 31464-B.

The name and address of the party to the Partial Release of Security Agreement is:

Secured Party:

Barclays Bank PLC
745 7th Avenue
New York, NY 10019

A description of the equipment covered by the Partial Release of Security Agreement consists of one locomotive numbered MVPX 1001.

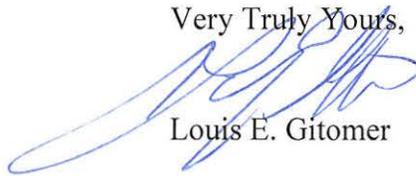
A fee of \$45.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou@lgraillaw.com

Ms. Cynthia T. Brown
October 26, 2016
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A short summary of the document to appear in the index follows: a Partial Release of Security Agreement by Barclays Bank PLC, 745 7th Avenue, New York, NY 10019, covering one locomotive numbered MVPX 1001.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosure

**PARTIAL RELEASE
OF
SECURITY AGREEMENT**

This Partial Release of Security Agreement (the "Release") releases any lien applicable to Locomotive MVPX 1001 created by that certain Memorandum of Security Agreement, (the "Memorandum") dated November 7, 2014, whereby INEOS Styrolution US Holding LLC and INEOS Styrolution America LLC ("Styrolution") agreed to be bound by the obligations and liabilities of a First Lien Security Agreement dated as of November 7, 2014, and other documents referenced therein, including the Intercreditor Agreement of November 7, 2014, between INEOS STYROLUTION US HOLDING LLC, a Texas Limited Liability Company, INEOS STYROLUTION AMERICA LLC, a Texas Limited Liability Company, and BARCLAYS BANK PLC (NEW YORK) (the "Bank").

WHEREAS, pursuant to the Security Agreement, Styrolution granted to the Bank a lien on and security interest in, among other things, certain locomotives then owned or thereafter acquired by Styrolution and all leases relating to such locomotives;

WHEREAS, to perfect and evidence the grant of the security interest to the Bank in certain locomotives then owned or thereafter acquired by Styrolution, a Memorandum of Security Agreement ("Memorandum of Security Agreement") was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on November 7, 2014, under Recordation Number 31464; and

WHEREAS, Styrolution has requested the Bank to release from the lien of the Security Agreement any right, title or interest which the Bank may have in or to one locomotive with a reporting mark MVPX 1001, which is leased by Styrolution from Motor Power Resources, Inc. and any leasehold interest relating to said locomotive ("Released Locomotive").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the Bank does hereby RELEASE, REMISE, CONVEY AND QUIT CLAIM unto Styrolution, its successors and assigns (without representation, warranty or recourse of any kind), all of the right, title, lien, interest, claim or demand whatsoever which the Bank has or may have acquired under, through or by virtue of the Security Agreement in and to the Released Locomotive or lease relating thereto.

THIS INSTRUMENT is executed upon the express condition that nothing herein contained shall be construed to release from the lien of the Security Agreement, or to impair said lien upon any property subject hereto, except the Released Locomotive.

