

ICC



SOLTEx Polymer Corporation

A subsidiary of SOLVAY & Cie S.A. (Belgium)
RECORDATION NO. 10160 Filed 1425
P.O. Box 27328
Houston, Texas 77027
Telephone 522-1781

FEB 28 1979 - 1 10 PM

FEB 28 1979 - 1 10 PM

INTERSTATE COMMERCE COMMISSION
February 28, 1979

Secretary,
Interstate Commerce Commission,
Washington, DC 20423

NO. [unclear]
Date FEB 28 1979
Fee \$ 1.00

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INTERSTATE COMMERCE COMMISSION

Gentlemen:

ICC Washington, D. C.

In accordance with 49 U.S.C. §11303 and the Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a General Assignment of Purchase Orders, an Equipment Lease and a Supplement to Equipment Lease and Participation Agreement of or concerning the railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a General Assignment of Purchase Orders, dated as of November 15, 1978, between Soltex Polymer Corporation (the Assignor) and First Security Bank of Utah, N.A. and Thomas C. Cuthbert (the Assignees);
2. Three (3) executed counterparts of an Equipment Lease, dated as of November 15, 1978, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert (Owner Trustees-Lessor) and Soltex Polymer Corporation (Lessee); and
3. Three (3) executed counterparts of a Supplement to Equipment Lease and Participation Agreement, dated as of November 15, 1978, among First Security Bank of Utah, N.A. and Thomas C. Cuthbert (Owner Trustees), United States Trust Company of New York (Trustee), I.P. Morton Credit Corporation (Beneficiary), The Prudential Insurance Company of America (Lender) and Soltex Polymer Corporation (Lessee).

The address of Soltex Polymer Corporation is 3333 Richmond Avenue, Houston, Texas 77027, Attention: Secretary; the address of First Security Bank of Utah, N.A. and Thomas C. Cuthbert, Owner Trustees, is P.O. Box 30007, Salt Lake City, Utah 84125, Attention: Trust Division, Corporate Trust Department; the address of United States Trust Company of New York is 130 John Street, New York, New York 10038, Attention: Corporate Trust and Agency Division; the address of I.P. Morton Credit Corporation is 220 East 42nd Street, New York, New York 10017, Attention: Vice President - Special Finance; and the address of The Prudential Insurance Company of America is Prudential Plaza, Newark, New Jersey 07101, Attention: Vice President in charge of the Corporate Finance Department.

Susan Lamm

The equipment covered by the documents referred to above is described in Exhibit A hereto.

A related filing is being made this day under the name of First Security Bank of Utah, N.A. and Thomas C. Cuthbert.

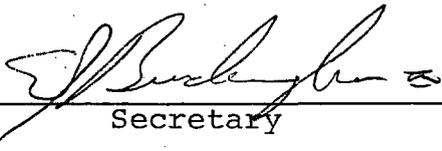
Enclosed is a check in the necessary amount to cover the recordation fee.

You are hereby authorized to deliver one executed copy of each of the above-mentioned documents, with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

SOLTEX POLYMER CORPORATION

By:


Secretary

<u>Quantity and Type</u>	<u>Exhibit A</u>	<u>Capacity in Tons</u>	<u>Initialed Car Numbers</u>
137 Roller Bearing CF 5701 Center Flow Covered Hopper Rail Cars	<u>Class</u> LO L254	100	ELTX 100-140 ELTX 142-176 ELTX 893-953

Interstate Commerce Commission

Washington, D.C. 20423

2/28/79

OFFICE OF THE SECRETARY

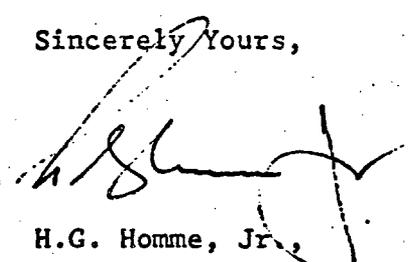
Soltex Polymer Corp.
P.O. Box 27328
Houston, Texas 77027

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 2/28/79 at 1:10pm ,
and assigned recordation number(s) 10160, 10160-A & 10160-B

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

10160
RECORDATION NO. Filed 1425

FEB 28 1979 -1 10 PM

GENERAL ASSIGNMENT OF PURCHASE ORDERS

INTERSTATE COMMERCE COMMISSION

Soltex Polymer Corporation
(1978) Equipment Trust No. 2

THIS GENERAL ASSIGNMENT OF PURCHASE ORDERS dated as of November 15, 1978 between Soltex Polymer Corporation (the Assignor) and FIRST SECURITY BANK OF UTAH, N.A. (the Corporate Trustee) and THOMAS C. CUTHBERT (the Individual Trustee), not in their individual capacities, but solely as trustees (the Assignee) under a Master Trust Agreement dated as of November 1, 1977 (the Trust Agreement) with respect to the Soltex Polymer Corporation (1978) Equipment Trust No. 2 created thereunder pursuant to an Authorization and Direction dated as of the date hereof.

W I T N E S S E T H :

In consideration of the mutual covenants herein contained, the Assignee and the Assignor agree as follows:

(a) The Assignor does hereby sell, assign, transfer and set over unto the Assignee all of the Assignor's right, title and interest in, to and under each of those Purchase Orders which the Assignor, directly or through an agent, has heretofore or may hereafter enter into with a manufacturer or seller with respect to any equipment which has or may become an Item of Leased Equipment (as such term is defined in an Equipment Lease dated as of the date hereof between the Assignee, as lessor, and the Assignor, as lessee, which Equipment Lease is herein referred to as the Lease), including, without limitation, the right to purchase and take title to each such Item of Equipment (as defined in the Lease) pursuant to the applicable Purchase Order. Notwithstanding the foregoing, so long as the Assignee shall not have declared the Lease to be in default or until return of an Item of Leased Equipment to the Assignee in accordance with the Lease, the Assignee authorizes the Assignor, to the exclusion of the Assignee, to exercise in the name of the Assignee all rights and powers of the Assignee, as buyer under each Purchase Order (including, without limitation, the right to amend or terminate any such Purchase Order and, but only with the prior written consent of the Assignee, to purchase or take title to any Item of Equipment in its own name).

(b) It is expressly agreed that, anything herein contained to the contrary notwithstanding:

(1) the Assignor shall at all times remain liable to the manufacturer or seller under each such Purchase Order to perform all the duties and obligations of the buyer thereunder to the same extent as if this Assignment had not been executed;

(2) the exercise by the Assignee of any of the rights assigned hereunder shall not release the Assignor from any of its duties or obligations to the manufacturer or seller under each such Purchase Order except to the extent that such exercise by the Assignee shall constitute performance of such duties or obligations; and

(3) neither the Assignee nor any Related Beneficiary, as such term is defined in the Trust Agreement, shall have any obligation or liability under any such Purchase Order by reason of, or arising out of, this Assignment or be obligated to perform any of the obligations or duties of the Assignor under any such Purchase Order or to make any payment (other than, in the case of the Assignee, to make the payments with respect to each Item of Leased Equipment to the extent and upon the terms and conditions set forth in the Lease and the Participation Agreement dated as of the date hereof (the Participation Agreement) among the Assignor, the Assignee, each Beneficiary named therein, each entity named therein as Lender and United States Trust Company of New York, as trustee) (the Trustee) or to make any inquiry as to the sufficiency of any payment received by any of them or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

(c) The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein granted.

(d) This Assignment shall be governed by, and for all purposes construed in accordance with, the laws of the State of New York.

(e) By the Indenture and the Supplement (as such terms are defined in the Participation Agreement), the Assignee has granted to the Trustee, for the benefit of the holders of the Notes (as defined in the Participation Agreement), a security interest in all estate, right, title and interest of the Assignee in and to this Assignment, the Consent to Assignment of Purchase Orders and each Purchase Order and Bill of Sale relating to any Item of Leased Equipment. The rights, titles, interests,

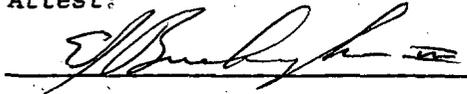
obligations and liabilities under this Assignment shall not otherwise be assignable by the Assignor or the Assignee except, in the case of the Assignee, pursuant to Article VIII of the Trust Agreement.

(f) This Assignment may be executed in any number of counterparts and by the different parties hereto on 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.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

[CORPORATE SEAL]

Attest:



2/26, 1979

Soltex Polymer Corporation,
as Assignor

By 

FIRST SECURITY BANK OF UTAH, N.A.
and THOMAS C. CUTHBERT, not in
their individual capacities,
but solely as trustees under a
Master Trust Agreement dated as of
November 1, 1977 between them and
Itel Corporation, Leasing Division,
as Assignee

[CORPORATE SEAL]

Attest:

_____, 1979

By FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Corporate Trustee and on
behalf of the Individual Trustee,
as Corporate Trustee

By _____
Authorized Officer

Date _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this the 26th day of February, 1978 before me personally appeared M.M. Osterrieth, to me personally known, who, being by me duly sworn, says that he is President of Soltex Polymer Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy M. Johnson

Notary Public

KATHY M. JOHNSON

Notary Public in and for Harris County, Texas

My Commission Expires: 3-8-80

(Notarial Seal)

My Commission expires

3-8-80