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RECORDATION NO. FILED 1425

SEP 15 1994 -10 45 AM

FULBRIGHT & JAWORSKI LLP.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
801 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2604

INTERSTATE COMMERCE COMMISSION

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September 15, 1994

RECORDATION NO. 18855-FF
FILED 1425

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INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423-0001

Re: Primary and Secondary Documents for Recordation at the
Interstate Commerce Commission

Dear Mr. Strickland:

Pursuant to the provisions of 49 U.S.C. § 11303, and the regulations promulgated thereunder at 49 C.F.R. Part 1177 (1993), please find enclosed herewith two duly executed copies each of the following primary and secondary documents for recordation at the Interstate Commerce Commission:

- (i) Indenture Supplement No. 2 dated September 15, 1994;
- (ii) Lease Supplement No. 2 dated as of September 15, 1994; and
- (iii) Bill of Sale dated as of September 15, 1994.

The names and addresses of the parties to the agreement are as follows:

Indenture Supplement No. 2:

Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890-0001
Indenture Trustee	Shawmut Bank Connecticut, National Association 777 Main Street Hartford, Connecticut 06119

Benjamin Watkinson

These should be 18897

September 15, 1994
Page 2

Lease Supplement No. 2:

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee: Solvay Polymers, Inc.
3333 Richmond Avenue
Houston, Texas 77098

Bill of Sale:

Buyer: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Seller: Solvay Polymers, Inc.
3333 Richmond Avenue
Houston, Texas 77098

A description of the equipment covered by these documents is as follows: 290 110-ton 5,711 cubic foot Center Flow® Covered Hopper Cars, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

A fee of \$54 is enclosed. Please stamp and return the original and any copies not needed by the Commission for recordation to the undersigned. Please do not hesitate to contact us if you have any questions or require further information.

Very truly yours,

James Moriarty / BMW

James F. Moriarty
Attorney for
SOLVAY MINERALS, INC.

CERTIFICATION

I, MICHAEL P. GOGGIN, have compared the copy with the original and found the copy to be complete and identical in all respects to the original document, and that I declare under penalty of perjury that the foregoing is true and correct.



Michael P. Goggin

SWORN TO AND SUBSCRIBED before me this 15th day of
September, 1994.



Notary Public in and for
the District of Columbia LINDA C. BROWN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires: My Commission Expires August 31, 1996

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

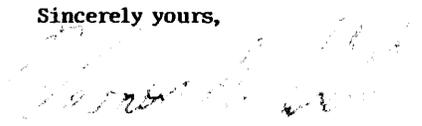
SEPTEMBER 15, 1994

JAMES F. MORIARTY
FULBRIGHT & JAWORSKI
801 PENNSYLVANIA AVENUE NW
WASHINGTON DC 20004-2604

Dear MR. MORIARTY:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/15/94 at 10:45AM, and assigned recordation number(s). 18855-E, 18855-F, and 18855-G.

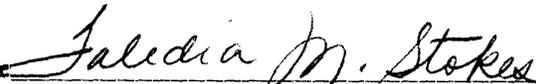
Sincerely yours,


Vernon A. Williams
Acting Secretary

Enclosure(s)

\$ 54.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature


Saletia M. Stokes

RECORDATION NO. 18855-E FILED 1425

SEP 15 1994 -10 45 AM

INDENTURE SUPPLEMENT NO. 2
(Solvay Polymers Equipment Trust 1994)

INDENTURE SUPPLEMENT No. 2 (Solvay Polymers Equipment Trust 1994) dated September 15, 1994 of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

W I T N E S S E T H :

WHEREAS, the Trust Indenture and Security Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994 (herein called the "Indenture") between the Owner Trustee and Shawmut Bank Connecticut, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Equipment included in the Trust Indenture Estate, and shall specifically mortgage such Equipment, or Replacement Equipment, as the case may be, to the Indenture Trustee.

WHEREAS, the Indenture relates to the Equipment described in Schedule A hereto and a counterpart of the Indenture is attached hereto and made a part hereof and this Indenture Supplement, together with such counterpart of the Indenture, is being filed for recordation on the date hereof with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 and deposited with The Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada as one document.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Noteholders and the Note Purchasers and in the Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee and under the Guaranty by the Guarantor and the prompt payment of all amounts from time to time owing by the Owner Participant under Section 9.3(c) of the Participation Agreement, in each case, to the Note Purchasers

and/or the Noteholders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

(a) all of the units of property and equipment described in Schedule A hereto;

(b) all accessories, equipment, appliances, parts and appurtenances of whatever nature appertaining or attached to any units of property and equipment described in Schedule A hereto, whether now owned or hereafter acquired by the Owner Trustee;

(c) all substitutions, renewals or replacements of the property and equipment described in Schedule A hereto and all property which shall hereafter become physically attached to or incorporated in such property or equipment, whether the same are now owned or hereafter acquired by the Owner Trustee.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, all of the estate, right, title and interest of the Owner Trustee in to and under the Lease Supplement No. 2 of even date herewith (other than Excepted Payments, if any) covering the property described in Schedule A hereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Note Purchasers and the Noteholders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture, and the

Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that all Items of Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual
capacity but solely as
Owner Trustee

By



Title: Donald G. MacKelcan
Senior Financial Services Officer

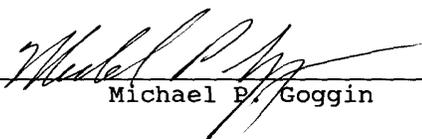
SCHEDULE A
to
Indenture Supplement

DESCRIPTION OF EQUIPMENT

290 Center Flow® covered hopper rail cars of 5711 cubic foot capacity initialled ELTX and numbered 3006, 3009, 3029, 3030, 3034, 3036, 3051, 3052, 3057, 3060, 3062, 3071, 3081, 3082, 3086, 3087, 3122, 3130, 3131, 3136, 3143, 3145, 3165, 3167 through 3169, 3172, 3174 through 3176, 3182, 3185, 3189, 3191, 3193 through 3198, 3200 through 3203, 3206, 3207, 3210 through 3212, 3215, 3217 through 3226, 3228, 3229, 3231, 3232, 3234, 3236, 3240 through 3463, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

CERTIFICATION

I, MICHAEL P. GOGGIN, have compared the copy with the original and found the copy to be complete and identical in all respects to the original document, and that I declare under penalty of perjury that the foregoing is true and correct.



Michael P. Goggin

SWORN TO AND SUBSCRIBED before me this 15th day of
September, 1994.



Notary Public in and for
the District of Columbia LINDA C. BROWN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires: My Commission Expires August 31, 1996