

**FULBRIGHT & JAWORSKI  
LLP.**

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

HOUSTON  
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LONDON  
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RECORDED

19626-F (C)

SEP 27 1996 9:34 AM

September 27, 1996

INTERSTATE COMMERCE COMMISSION

SEP 27 9 34 AM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

*Counterpart to R. J.*

Recordation Office  
Surface Transportation Board  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423-0001

**Re: Recordation No.: 19626-\_\_\_; Secondary Documents for Recordation at the  
Surface Transportation Board**

Dear Sir or Madam:

Pursuant to the provisions of 49 U.S.C. § 11303 and 49 C.F.R. Part 1177 (1995), enclosed please find an original and one copy of the secondary documents described below for recordation at the Surface Transportation Board.

- (i) Secondary Document - Lease Supplement No. 3 dated September 27, 1996.

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

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

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

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

Supplement to Equipment Lease Agreement between Wilmington Trust Company, as lessor, and Solvay Polymers, Inc., as lessee, dated as of September 1, 1995.

- (ii) Secondary Document - Indenture Supplement No. 3 dated September 27, 1996.

Recordation Office  
September 27, 1996  
Page 3

A fee of \$42 is enclosed as payment of the required recordation fees. Kindly stamp and return the additional copies provided. Should you have any questions or require further information, please do not hesitate to contact me at (202) 662-4768.

Very truly yours,



David S. Cohen

Enclosures  
Via Hand Delivery

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

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

Indenture Trustee:       Fleet National Bank  
                              777 Main Street  
                              Hartford, Connecticut 06119

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

Supplement to Trust Indenture and Security Agreement between Wilmington Trust Company, as owner trustee, and Shawmut Bank Connecticut, National Association, as indenture trustee, dated as of September 1, 1995.

A description of the equipment covered by these documents follows:

434 Center Flow® covered hopper rail cars of 5,800 cu. ft. capacity initialled ELTX and serial numbered 4111, 4118, 4119, 4125, 4126, 4129, 4140, 4141, 4146-4148, 4153, 4160, 4161, 4167, 4168, 4174, 4181, 4188, 4195, 4202, 4209, 4216, 4223, 4246, 4272, 4279, 4286, 4293, 4300, 4306, 4313, 4325, 4374, 4381, 4387-4389, 4412, 4422, 4424, 4430, 4436, 4439, 4443, 4445, 4449, 4450, 4457, 4464, 4471, 4478, 4485, 4486, 4489, 4491, 4493, 4494, 4496, 4498, 4499, 4501-4873, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

196 26-G  
SEP 27 1996 9:01 AM

INDENTURE SUPPLEMENT NO. 3  
(Solvay Polymers Equipment Trust 1995)

INDENTURE SUPPLEMENT No. 3 (Solvay Polymers Equipment Trust 1995) dated September 27, 1996 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 1995) dated as of September 1, 1995 (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 1995) dated as of September 1, 1995 (herein called the "Indenture") between the Owner Trustee and Fleet National Bank (formerly known as Fleet National Bank of Connecticut, formerly known as 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 United States Surface Transportation Board pursuant to 49 U.S.C. Section 11301 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, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 3 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, in trust 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.

FURTHER, the Indenture is hereby amended in that the schedule in Section 2.02(b)3) of the Indenture (showing the schedule of principal payments with respect to the Series C Notes) is hereby revoked, and is replaced with the schedule of principal payments contained in Schedule B hereto.

This Supplement shall be construed as supplemental and amendatory 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 respective 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

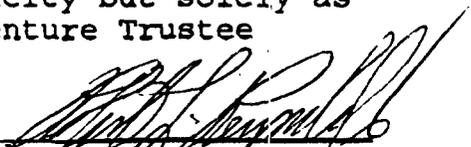
  
Title:

**Vice President**



The undersigned FLEET NATIONAL BANK (formerly Fleet National Bank of Connecticut, formerly Shawmut Bank of Connecticut, National Association) as Indenture Trustee under the Trust Indenture and Security Agreement referred to in the foregoing Supplement hereby consents and agrees to the amendment of such Trust Indenture and Security Agreement contained in such Supplement.

FLEET NATIONAL BANK,  
not in its individual  
capacity but solely as  
Indenture Trustee

By: 

Title:

**VICE PRESIDENT**

## [SURFACE TRANSPORTATION BOARD ACKNOWLEDGEMENT]

STATE OF Connecticut §  
 COUNTY OF Hartford §

This instrument was acknowledged before me  
 September 23, 1996, by Robert L. Reynolds Vice President of  
Fleet National BANK, a BANKING corporation.

Melissa A. DuMont  
 Notary Public in and for  
 the State of Connecticut  
 MELISSA A. DuMONT  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES AUG. 31, 2001

## [REGISTRAR GENERAL ACKNOWLEDGEMENT]

STATE OF Connecticut §  
 COUNTY OF Hartford §

On this 23<sup>rd</sup> day of September, 1996, before me personally  
 appeared, Robert L. Reynolds, to me personally known, being by me duly  
 sworn, says that he/she is the Vice President of Fleet National,  
BANK (the "Corporation") and that the said instrument attached  
 hereto was signed on behalf of the Corporation under the  
 authority of the board of directors on September 23, 1996 and  
 he/she acknowledged that the execution of the said instrument was  
 the act and deed of the Corporation.

Melissa A. DuMont  
 Notary Public in and for  
 the State of Connecticut  
 MELISSA A. DuMONT  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES AUG. 31, 2001

SCHEDULE A  
to  
Indenture Supplement

DESCRIPTION OF PHASE III EQUIPMENT

434 Center Flow® covered hopper rail cars of 5,800 cu. ft. capacity initialled ELTX and numbered 4111, 4118, 4119, 4125, 4126, 4129, 4140, 4141, 4146-4148, 4153, 4160, 4161, 4167, 4168, 4174, 4181, 4188, 4195, 4202, 4209, 4216, 4223, 4246, 4272, 4279, 4286, 4293, 4300, 4306, 4313, 4325, 4374, 4381, 4387-4389, 4412, 4422, 4424, 4430, 4436, 4439, 4443, 4445, 4449, 4450, 4457, 4464, 4471, 4478, 4485, 4486, 4489, 4491, 4493, 4494, 4496, 4498, 4499, 4501-4873 together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

SCHEDULE OF PRINCIPAL PAYMENTS

<u>Payment Date</u> <u>Occuring on or About</u>	<u>Principal Amount</u> <u>to be Paid</u>
Mar 26 1997	0.000000%
Jul 1 1997	0.000000%
Jan 1 1998	3.705808%
Jul 1 1998	0.000000%
Jan 1 1999	2.111393%
Jul 1 1999	0.000000%
Jan 1 2000	2.280516%
Jul 1 2000	0.000000%
Jan 1 2001	2.463185%
Jul 1 2001	0.000000%
Jan 1 2002	2.660486%
Jul 1 2002	0.000000%
Jan 1 2003	2.873591%
Jul 1 2003	0.000000%
Jan 1 2004	3.103766%
Jul 1 2004	0.000000%
Jan 1 2005	2.708695%
Jul 1 2005	0.000000%
Jan 1 2006	2.167618%
Jul 1 2006	0.000000%
Jan 1 2007	4.444189%
Jul 1 2007	0.000000%
Jan 1 2008	3.798763%
Jul 1 2008	0.000000%
Jan 1 2009	6.586465%
Jul 1 2009	0.000000%
Jan 1 2010	7.114041%
Jul 1 2010	0.000000%
Jan 1 2011	7.683876%
Jul 1 2011	0.000000%
Jan 1 2012	8.299355%
Jul 1 2012	0.000000%
Jan 1 2013	4.348263%
Jul 1 2013	0.000000%
Jan 1 2014	0.000000%
Jul 1 2014	0.000000%
Jan 1 2015	0.000000%
Jul 1 2015	0.000000%
Jan 1 2016	9.239982%
Jul 1 2016	0.000000%
Jan 1 2017	10.052551%
Jul 1 2017	11.310756%
Jan 1 2018	0.000000%
Jul 1 2018	3.046703%
<b>TOTAL:</b>	<b>100.000000%</b>