

101 Park Avenue
New York, NY 10178-0060
212-309-6000
Fax 212-309-6273

**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

RECORDATION NO. 20271-H FILED

AUG 22 '97 11-30AM

Lance D Larsen
212-309-7041

August 20, 1997

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

Re: Quantum Chemical Corporation -
Railcar Lease Supplement No. 8
Recordation Number: 2027/-20271-A

Dear Mr. Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease supplement, a secondary document, dated as of August 20, 1997.

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

Lessor: Sumitomo Bank Leasing and Finance, Inc.
277 Park Avenue
New York, New York 10172

Lessee: Millennium Petrochemicals Inc.
(Formerly Quantum Chemical Corporation)
11500 Northlake Drive
Cincinnati, Ohio 45249

A description of the equipment and documents covered by the Lease Supplement (as defined below) follows:

NY02A/123694 1

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh Princeton
London Brussels Frankfurt Tokyo Singapore Jakarta

AUG 22 11 30 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Counterparty - James E. Savage Jr.

Vernon A. Williams
August 20, 1997
Page 2

Twenty-three 6011 CF aluminum covered hopper cars having quadruple hoppers, stub center sill and pneumatic discharge outlets (the "Equipment"). The hopper cars, which are designed in accordance with AAR Standard S-259-94, have a capacity of 5,851 cubic feet. The cars will have an identifying mark that reads "QCCX".

A fee of \$24 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Ian Shrank, Esq.

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

Lease Supplement No. 8, dated as of August 20, 1997 (the "Lease Supplement"), to that certain Purchase and Master Lease Agreement, dated as of September 13, 1996 (the "Lease"), by and between Sumitomo Bank Leasing and Finance, Inc., as Lessor, and Quantum Chemical Corporation, as Lessee, covering twenty-three 6011 CF aluminum covered hopper cars, and (i) all contracts relating to the purchase, operation and maintenance of the Equipment, including all warranties, (ii) any rebate (excluding sales or use tax refunds to Lessee), offset or other similar rights under a purchase order, invoice or purchase agreement with any manufacturer or vendor of any Equipment to the extent such rebate relates to the Equipment, (iii) all books, manuals, logs, records, writings, data bases, information and other property (x) relating solely to, used or useful solely in connection with, or evidencing, embodying or incorporating any of the foregoing or (y) which include the maintenance or alteration records of the Equipment, and (iv) all accessions to and proceeds of and from any and all of the foregoing Equipment (including proceeds which constitute property of the types described in clauses (i), (ii) and (iii) above) and, to the extent not otherwise included, all payments under insurance (whether or not the Lessor, in its capacity as Lessor or as Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, but excluding any property (and any proceeds thereof) incorporated or installed in or attached to any item of Equipment in connection with a modification, improvement and/or addition to such item of Equipment made by a Lessee as permitted by Section 10(b) of the Lease, without such property becoming Equipment for purposes of the Lease pursuant to the last sentence of Section 10(b) thereof.

Vernon A. Williams
August 20, 1997
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If you have any questions with respect to the enclosed, please feel free to call me at
(212) 309-7041.

Very truly yours,



Lance D. Larsen

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

Lance D. Larsen
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178-0060

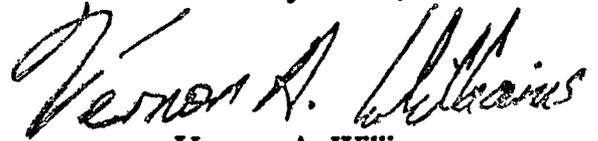
DATE: 8/22/97

Sir:

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 8/22/97 at 11:30AM, and
20271-H.
assigned recordation number(s).

Sincerely Yours,

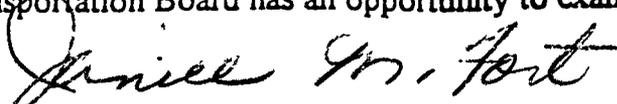


Vernon A. Williams
Secretary

Enclosure(s)

24.00

\$ _____ 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. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature 

LEASE SUPPLEMENT NO. 8

AUG 22 '97

11-30AM

LEASE SUPPLEMENT, dated as of August 20, 1997, to PURCHASE AND MASTER LEASE AGREEMENT dated as of September 13, 1996 (the "Lease Agreement"), among the lessors referred to therein (the "Lessors") and Millennium Petrochemicals Inc. (formerly, Quantum Chemical Corporation) ("Lessee") and Sumitomo Bank Leasing and Finance, Inc., as agent for the Lessors (in its capacity as such, the "Agent").

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Lease Agreement.
2. The date of this Lease Supplement is August 20, 1997 (the "Closing Date") and the Lessors hereby lease to Lessee under the Lease Agreement, and the Lessee hereby leases from the Lessors under the Lease Agreement, the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement and said Items of Equipment are subject to all of the covenants, terms and conditions of the Lease Agreement and this Lease Supplement.
3. The Initial Term for the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement commences as of the date hereof and continues to and including September 20, 1997, unless extended or earlier terminated as provided in the Lease Agreement.
4. Lessee hereby acknowledges and confirms that it has inspected and approved the Equipment set forth on Part I of Schedule I hereto for all purposes of the Lease Agreement and the other Lease Documents and, as between the Lessors and the Lessee, such Equipment is conforming and complies with the specifications for such Equipment, is in good working order, repair, condition and appearance, and without defect therein with respect to design, manufacture, condition, operation and fitness for use or in any other respect, whether or not discoverable by Lessee as of the date hereof and are accepted for lease under the Lease Agreement as of the date specified above.
5. Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease Agreement has occurred with respect to the Equipment set forth on Part I of Schedule I hereto as of the date hereof. Lessee hereby reaffirms each of the representations and warranties set forth in Section 2 of the Lease Agreement as if made on the date hereof, including that the Equipment set forth on Schedule I hereto is free and clear of all Liens other than Equipment Permitted Liens.

6. The aggregate Equipment Cost for the Items of Equipment described in Part I of Schedule I to this Lease Supplement is \$2,085,936.08.

7. The Acquisition Cost, associated Soft Costs and location (address, county and state) for each Item of Equipment described in Schedule 1 to this Supplement are set forth on Schedule 1 to this Lease Supplement.

8. Initially, and until changed pursuant to the Lease Agreement, Base Rent will be based on the Euro-Dollar Rate.

9. UCC-1 Filings have been made as shown on Schedule 2 to this Supplement, this Supplement will be filed with the STB and the Office of the Registrar General of Canada by the next business day and Additional Base Rent for the Equipment described herein is as set forth in Schedule 3 to this Supplement.

10. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of the Lease Supplement may refer to the "Purchase and Master Lease Agreement, dated as of September 13, 1996", or may identify the Lease Agreement in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

11. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument. This Lease Supplement shall be construed in connection with and as part of the Lease Agreement, and all terms, conditions and covenants contained in the Lease Agreement, as supplemented by this Lease Supplement, shall be and remain in full force and effect and shall govern the Equipment described on Part I of Schedule I hereto.

12. This Lease Supplement has been delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Agent, on behalf of the Lessors, and the Lessee have caused this Lease Supplement to be executed and delivered by their duly authorized officers as of the day and year first above written.

AGENT (ON BEHALF OF
THE LESSORS):

SUMITOMO BANK LEASING AND FINANCE, INC.

By: David A. Ward
Title: Senior Vice President

LESSEE:

MILLENNIUM PETROCHEMICALS INC.
(formerly, Quantum Chemical Corporation)

By: Charles F. Daj
Title: VP / CFO

Receipt of this original counterpart of this Lease Supplement is hereby acknowledged this 20th day of August, 1997:

SUMITOMO BANK LEASING
AND FINANCE, INC., as Agent

By: _____
Title: _____

**SCHEDULE 1 TO LEASE SUPPLEMENT
(Eighth Closing Equipment Schedule)**

PART I - Description of Equipment

Type	Quantity	Car Number	Place of Delivery
6011 CF Aluminum Covered Hopper Car	20	QCCX 1034-1053	Tulsa, Oklahoma
6011 CF Aluminum Covered Hopper Car	2	QCCX 1055-1056	Tulsa, Oklahoma
6011 CF Aluminum Covered Hopper Car	1	QCCX 1059	Tulsa, Oklahoma
TOTAL	23		

SCHEDULE 2
TO
LEASE SUPPLEMENT

UCC-1 Filing Schedule

State

Place of Filing

Ohio

Secretary of State
Hamilton County

SCHEDULE 3 TO LEASE SUPPLEMENT NO. 8

Additional Base Rent

<u>Rent Payment Date</u>	<u>Additional Base Rent</u>
September 20, 1997	8,517.70
October 20, 1997	8,517.70
November 20, 1997	8,517.70
December 20, 1997	8,517.70
January 20, 1998	8,517.70
February 20, 1998	8,517.70
March 20, 1998	8,517.70
April 20, 1998	8,517.70
May 20, 1998	8,517.70
June 20, 1998	8,517.70
July 20, 1998	8,517.70
August 20, 1998	8,517.70
September 20, 1998	8,517.70
October 20, 1996	8,517.70
November 20, 1998	8,517.70
December 20, 1998	8,517.70
January 20, 1999	8,517.70
February 20, 1999	8,517.70
March 20, 1999	8,517.70
April 20, 1999	8,517.70
May 20, 1999	8,517.70
June 20, 1999	8,517.70
July 20, 1999	8,517.70

<u>Rent Payment Date</u>	<u>Additional Base Rent</u>
August 20, 1999	8,517.70
September 20, 1999	8,517.70
October 20, 1999	8,517.70
November 20, 1999	8,517.70
December 20, 1999	8,517.70
January 20, 2000	8,517.70
February 20, 2000	8,517.70
March 20, 2000	8,517.70
April 20, 2000	8,517.70
May 20, 2000	8,517.70
June 20, 2000	8,517.70
July 20, 2000	8,517.70
August 20, 2000	8,517.70
September 20, 2000	8,517.70
October 20, 2000	8,517.70
November 20, 2000	8,517.70
December 20, 2000	8,517.70
January 20, 2001	8,517.70
February 20, 2001	8,517.70
March 20, 2001	8,517.70
April 20, 2001	8,517.70
May 20, 2001	8,517.70
June 20, 2001	8,517.70
July 20, 2001	8,517.70
August 20, 2001	8,517.70
September 20, 2001	8,517.70

ACKNOWLEDGEMENT

I, Paul Benjamin, certify that I am the Vice President of Sumitomo Bank Leasing and Finance, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act of and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on August 20, 1997.


Name: Paul Benjamin
Title: Vice President