

RECORDATION NO. 16343-D FILED

DEC 21 '07 -10 50 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A LESTER

December 21, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amended and Restated Release and Satisfaction and Bill of Sale (89-2C), dated as of December 18, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Numbers 16343, 16343-A, 16323-A and 16323-B.

The name and address of the party to the enclosed document are:

Lender: Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 02101

[Debtor: The Connecticut National Bank
777 Main Street
Hartford, CT 06115]

Mr. Vernon A. Williams
December 21, 2007
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A description of the railroad equipment covered by the enclosed document is:

200 covered hopper railcars: ELTX 1700 - ELTX 1899 subject to casualties

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

Amended and Restated Release and Satisfaction and Bill of Sale (89-2C).

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/sem
Enclosures

AMENDED AND RESTATED RELEASE AND SATISFACTION AND BILL OF SALE (89-2C)

This Amended and Restated Release and Satisfaction and Bill of Sale is dated as of December 18, 2007, by Massachusetts Mutual Life Insurance Company, as Lender ("Lender").

WHEREAS, Lender previously executed a Release and Satisfaction and Bill of Sale dated as of April 30, 2004 (a copy of which is attached hereto, the "Original Release") pursuant to which Lender, among other things, released its security interest certain equipment described therein;

WHEREAS, the description of the equipment listed in the Original Release inadvertently did not list all of the equipment intended to be covered by such release;

WHEREAS, Lender is providing this Amended and Restated Release and Satisfaction and Bill of Sale to more accurately set forth the description of the equipment covered by such release and more accurately set forth certain other information;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the Original Release is amended and restated in its entirety as follow:

1. Lender and The Connecticut Bank and Trust Company, whose ultimate successor to date is U.S. Bank National Association ("Trustee") are parties to that certain Security Agreement (the "SA Agreement") dated as of May 4, 1989, and Supplement 1 to Security Agreement ("SA Supplement") dated as of June 21, 1989 (collectively, the "Security Agreement"), pursuant to which Lender retained a security interest in the following equipment (the "Equipment"):

200 Thrall Car Manufacturing Company-built, 5800 cu. ft. capacity, steel, covered hopper cars with the following reporting marks and road numbers: ELTX 1700 to ELTX 1899, inclusive (now, after three casualties, excluding ELTX 1725, ELTX 1740 and ELTX 1812, for a total of 197).

2. Trustee, as lessor thereunder, and INEOS Polyethylene North America (f/k/a BP Solvay Polyethylene North America) (as successor to Solvay Polymers, Inc., whose prior name was Soltex Polymer Corporation), as lessee thereunder ("Lessee"), are parties to that certain Master Equipment Lease Agreement dated as of May 3, 1989, as amended by that certain letter agreement dated November 30, 1992 that was executed by both Lessor and Lessee, and as supplemented by the various Lease Schedules (including, without limitation, Lease Schedule No. 1 and Lease Schedule No. 2) thereto (collectively, the "Lease"), pursuant to which Trustee leased the Equipment to Lessee.

3. The SA Agreement was recorded with the Interstate Commerce Commission (now, the Surface Transportation Board) on May 18, 1989 at 2:20 p.m. and given recordation number 16343; the SA Supplement was recorded with the Interstate Commerce Commission on June 27, 1989 at 11:25 a.m. and given recordation number 16343-A; the Lease was recorded with the Interstate Commerce Commission on May 16, 1989 at 2:05 p.m. and given recordation number 16323-A; and Lease Schedule No. 2 of the Lease was recorded with the Interstate Commerce Commission on June 21, 1989 at 12:45 p.m. and given recordation number 16323-B, and any other documents, including amendments, that were filed with any of the foregoing documents were given recordation numbers corresponding to the document with which they were filed.

4. The Lease Schedule No. 2 of the Lease was deposited in the office of the Registrar General of Canada on the 17th of July, 1989 at 11:25 a.m..

5. The "Notes", as defined in the Security Agreement, with interest thereon, have been fully paid and all of the obligations under the Security Agreement have been fully complied with and performed.

6. The beneficial owner of the Equipment (Connell Finance Company, Inc.) is hereby duly requesting that Lender declare the Security Agreement to be satisfied and canceled, release and transfer to Trustee all interests held by Lender in the Equipment, and provide for public recordation of evidence of such release and transfer, and Lender is willing to so declare, release and transfer and provide.

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SURFACE TRANSPORTATION BOARD

ORIGINAL RELEASE

RELEASE AND SATISFACTION AND BILL OF SALE (89-3C)

This Release and Satisfaction and Bill of Sale is dated as of April 30, 2004, by Massachusetts Mutual Life Insurance Company, as Lender ("Lender").

WHEREAS, Lender and The Connecticut Bank and Trust Company, whose ultimate successor to date is US Bank National Association ("Trustee") are parties to that certain Security Agreement dated as of May 4, 1989, and Supplement 1 to Security Agreement dated as of June 21, 1989 (collectively, the "Security Agreement"), pursuant to which Lender retained a security interest in the following equipment (the "Equipment"):

200 Thrall Car Manufacturing Company-built, 5800 cu. ft. capacity, steel, covered hopper cars with the following reporting marks and road numbers: ELTX 1799 to ELTX 1899, inclusive (now, after three casualties, excluding ELTX 1725, ELTX 1740 and ELTX 1812, for a total of 197);

WHEREAS, Trustee, as lessor thereunder, and BP Solvay Polyethylene North America (as successor to Solvay Polymers, Inc., whose prior name was Soltex Polymer Corporation), as lessee thereunder ("Lessee"), are parties to that certain Master Equipment Lease Agreement dated as of May 3, 1989, as amended by that certain letter agreement dated November 30, 1992 that was executed by both Lessor and Lessee, and as supplemented by the four Lease Schedules thereto (the "Lease"), pursuant to which Trustee leased the Equipment to Lessee;

WHEREAS, the Security Agreement was recorded with the Interstate Commerce Commission (now, the Surface Transportation Board) on May 18, 1989 at 2:20 p.m. and given recordation number 16343 and the Lease was recorded with the Interstate Commerce Commission, May 16, 1989 at 2:05 p.m. and given recordation number 16323-A, and any other documents, including amendments, that were filed with either of the foregoing documents were given recordation numbers corresponding to the document with which they were filed;

WHEREAS, the Lease Schedule No. 2 of the Lease was deposited in the office of the Registrar General of Canada on the 17th of July, 1989 at 11:25 a.m.;

WHEREAS, the "Notes", as defined in the Security Agreement, with interest thereon, have been fully paid and all of the obligations under the Security Agreement have been fully complied with and performed; and

WHEREAS, the beneficial owner of the Equipment (Connell Finance Company, Inc.) is hereby duly requesting that Lender declare the Security Agreement to be satisfied and canceled, release and transfer to Trustee all interests held by Lender in the Equipment, and provide for public recordation of evidence of such release and transfer, and Lender is willing to so declare, release and transfer and provide;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

Lender does hereby declare the Security Agreement to be satisfied and canceled and does consent that the same be discharged of record, and further does hereby sell, assign, convey, transfer, set over, and release, unto Trustee all of its right, title and interest in and to (a) all of the railroad equipment of every character included in the Security Agreement and now held by Lender, free of all liens, security interests and other encumbrances created or retained under the Security Agreement or which result from claims against Lender, not related to the subject security interest in the railroad equipment; and (b) the Lease.

IN WITNESS WHEREOF, Lender has caused these presents to be executed in its name by its officer thereunto duly authorized and its corporate seal to be hereunto affixed and attested as of this ____ day of _____, 2004.

ATTEST:

CM MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, as Lender

By: David L. Babson & Company Inc. as Investment Adviser

[Signature]
Name: Chris D. French
Title: Counsel

By: *[Signature]*
Name: Mark A. Ahmed
Title: Managing Director

STATE OF MASSACHUSETTS)
) ss:
COUNTY OF HAMPTON)

On this 16th day of March, 2004, before me personally appeared Mark A. Ahmed, to me personally known, who, being by me duly sworn, says that he/she is a Managing Director of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, that the corporate seal affixed to the instrument was signed and sealed on behalf of said corporation by authority of said corporation and by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

[Notarial Seal]

My Commission Expires:

