

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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RECORDATION NO. 19626-K FILED

SEP 04 '01 12-84 PM

August 30, 2001

**SURFACE TRANSPORTATION BOARD**

Re: Secondary Document to Primary Document No. 19626 for Recordation at the Surface  
Transportation Board

Surface Transportation Board  
1925 K Street N.W., Suite 700  
Washington, D.C. 20423

Via Hand Delivery

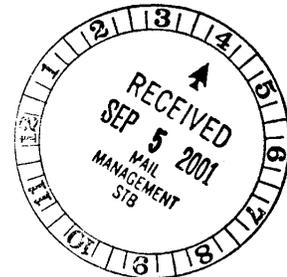
Dear Sirs:

Pursuant to the provisions of 49 U.S.C. § 11301 and 49 C.F.R. Part 1177, enclosed please find duplicate originals of the secondary document described below for recordation at the Surface Transportation Board:

Secondary Document - Partial Release dated August 1, 2001.

The name and address of the party to this document is:

Indenture Trustee: State Street Bank and Trust Company  
(successor to Fleet National Bank, formerly known as Fleet National Bank of Connecticut, formerly known as Shawmut Bank Connecticut, National Association) Goodwin Square, 225 Asylum Street, Hartford, Connecticut 06103



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

This document removes rail car ELTX 4735 from the security interests, liens and encumbrances of the Trust Indenture and Security Agreement dated September 1, 1995, due to its destruction in a casualty event.

The enclosed document should be filed as a secondary document to Primary Document No. 19626. Also enclosed is a check in the amount of \$26.00 in payment of the filing fee. Please file-stamp and return the additional copy of the document presented for recordation. Should you have any questions or require further information, please call me at (713) 651-5558.

Very truly yours,

Darice Angel  
Senior Legal Assistant

Enclosures

cc: Jay Olmstead (w/o enclosures) (Firm)

RECORDATION NO. 19626-K FILED  
DATE: 12-8-01  
SURFACE TRANSPORTATION BOARD

PARTIAL RELEASE

(Solvay Polymers Equipment Trust 1995)

Dated as of August 1, 2001

Of

**STATE STREET BANK AND TRUST COMPANY,**  
not in its individual capacity but solely  
as trustee under the Trust Indenture and  
Security Agreement (Solvay Polymers Equipment Trust 1995),  
dated as of September 1, 1995, between the Owner Trustee  
and the Indenture Trustee

**Indenture Trustee**

**ELTX 4735**

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT  
TO 49.U.S.C. § 11301 ON \_\_\_\_\_, 2001, AT \_\_\_\_\_.M. RECORDATION  
NUMBER \_\_\_\_\_ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL  
OF CANADA PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT  
ON \_\_\_\_\_, 2001, AT \_\_\_\_\_.M.

PARTIAL RELEASE  
(Solvay Polymers Equipment Trust 1995)

PARTIAL RELEASE (Solvay Polymers Equipment Trust 1995) dated as of August 1, 2001 (this "Partial Release"), of STATE STREET BANK AND 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.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (Solvay Polymers Equipment Trust 1995), dated as of September 1, 1995 (including all supplements thereto, the "Indenture"), between the Owner Trustee and State Street Bank & Trust Company, successor in interest to Shawmut Bank Connecticut, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), was filed with the Surface Transportation Board (formerly the Interstate Commerce Commission) (the "STB") pursuant to 49 U.S.C. Section 11303 on September 29, 1995, and deposited with The Office of the Registrar General of Canada (the "Registrar") pursuant to Section 90 of the Railway Act of Canada on September 29, 1995;

WHEREAS, Indenture Supplement No. 1 (Solvay Polymers Equipment Trust 1995) by the Owner Trustee in favor of the Indenture Trustee was filed with the STB on September 29, 1995, and deposited with Registrar on September 29, 1995;

WHEREAS, Indenture Supplement No. 2 (Solvay Polymers Equipment Trust 1995) by the Owner Trustee in favor of the Indenture Trustee was filed with the STB on July 10, 1996, and deposited with Registrar on July 10, 1996;

WHEREAS, Indenture Supplement No. 3 (Solvay Polymers Equipment Trust 1995) by the Owner Trustee in favor of the Indenture Trustee was filed with the STB on September 27, 1996, and deposited with the Registrar on September 27, 1996;

WHEREAS, Indenture Supplement No. 4 (Solvay Polymers Equipment Trust 1995) by the Owner Trustee in favor of the Indenture Trustee was filed with the STB on November 2, 1999, and deposited with the Registrar on November 5, 1999;

WHEREAS, the Equipment described in Schedule 1 hereto (the "Lost Equipment") suffered an Event of Loss;

WHEREAS, Solvay Polymers, Inc. (the "Lessee") has paid the Stipulated Loss Value with respect to the Lost Equipment and fulfilled its SLV Obligations, as defined in the Lease; and

WHEREAS, pursuant to Sections 2.14(a)(i) and 10.01(a) of the Indenture and Section 28(c) of the Lease, the Indenture Trustee is required to release the Items of Lost Equipment from the Lien of the Indenture.

NOW, THEREFORE, the Indenture Trustee does agree and stipulate as follows, intending to be legally bound:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement, dated as of September 1, 1995, among General Electric Capital Corporation, Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, the Lessee, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Partial Release.

2. The Indenture Trustee acknowledges receipt from the Lessee of the amount of \$68,616.76, constituting the Stipulated Loss Value of the Lost Equipment.

3. The Item of Lost Equipment is hereby released from the Lien of the Indenture, and the Indenture Trustee releases any and all claims in or to said Item of Lost Equipment.

4. THIS PARTIAL RELEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. This Partial Release may be executed by the Indenture Trustee in 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 Indenture Trustee has caused this Partial Release to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

STATE STREET BANK AND TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By Melissa A. DuMont  
Name: **Melissa A. DuMont**  
Title: **Assistant Vice President**



SCHEDULE 1  
to Partial Release

DESCRIPTION OF LOST EQUIPMENT

One Center Flow® covered hopper rail car of 5,800 cubic foot capacity, initialed ELTX and numbered 4735, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.