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November 13, 2001

RECORDATION NO. 16323-K FILED

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

NOV 14 '01 2-42 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original counterparts of Lease Schedule No. 3 dated as of October 1, 2001, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to a Master Equipment Lease Agreement which was previously filed with the Board under Recordation Number 16323.

The names and addresses of the parties to the enclosed documents are:

Lessor	State Street Bank and Trust Company Goodwin Square, 225 Asylum Street Hartford, CT 06103
Lessee	Solvay Polymers, Inc. 3333 Richmond Avenue Houston, TX 77098-3099

A description of the railroad equipment covered by the enclosed document is:

One covered hopper rail car bearing ELTX reporting mark and road number 1812.

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

Lease Schedule No. 3

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams
November 13, 2001
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Kindly return a stamped copy of one of the enclosed documents to the undersigned.

Very truly yours,


Jay Olmstead

Enclosures

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SURFACE TRANSPORTATION BOARD

LEASE SCHEDULE NO. 3

Dated as of October 1, 2001

Between

STATE STREET BANK AND TRUST COMPANY
(successor to The Connecticut National Bank),
not in its individual capacity but solely as trustee under the Trust Agreement
dated as of May 3, 1989, for the benefit of
Connell Finance Company, Inc.

Lessor,

and

SOLVAY POLYMERS, INC.
(formerly named Soltex Polymer Corporation),

Lessee

ELTX 1812

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
TRANSPORTATION ACT ON _____, 2001, AT _____ M.

LEASE SCHEDULE NO. 3

This LEASE SCHEDULE NO. 3 (this "Lease Schedule"), dated as of October 1, 2001, is entered into between (i) State Street Bank and Trust Company, a Massachusetts bank and trust company and successor to The Connecticut National Bank, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989, for the benefit of Connell Finance Company, Inc., and (ii) Solvay Polymers, Inc., a Delaware corporation formerly named Soltex Polymer Corporation.

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Master Equipment Lease Agreement dated as of May 3, 1989 (the "Lease"), to which this Lease Schedule is a supplement;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Each capitalized term used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meaning specified in the Lease.

2. Prior to October 30, 1998, the item of Equipment described in Schedule I to this Lease Schedule (the "Lost Equipment") became a total loss (within the meaning of Section 13 of the Lease). Lessor acknowledges that, pursuant to Section 13 of the Lease, on October 30, 1998, Lessee paid the amount of \$55,046.88 as the Stipulated Loss Value of the Lost Equipment.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment (to the extent Lessor has any remaining right, title and interest) is hereby assigned, sold and transferred to Lessee;
- (ii) the Rental Term for the Lost Equipment terminated on October 30, 1998, with the same force and effect as if October 30, 1998, were the last day of the originally scheduled Rental Term for such Lost Equipment; and
- (iii) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under the above described Lease Schedule No. 2.

4. This Lease Schedule may be executed by the parties hereto 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.

5. This Lease Schedule constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby modified, remains in full force and effect.

6. This Lease Schedule shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Schedule to be executed and delivered as of the date first above written.

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely as trustee under
the Trust Agreement dated as of May 3, 1989, for the
benefit of Connell Finance Company, Inc.

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

SOLVAY POLYMERS, INC.

By: Edgar H. Case
~~Gary N. Mierusch~~ Edgar H. Case
~~Vice President - Commercial Operations~~
Treasurer

Acknowledged and agreed to:

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

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

By: Michael L. Kiofas
Name: Michael L. Kiofas
Title: Managing Director

Attachments

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF HAMPDEN §

On this 31st day of October, 2001, before me personally appeared Michael L. Klofas, to me personally known, who being by me duly sworn, says that he/she is the Managing Director of David L. Babson & Company, Inc., Investment Advisor to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY (the "Company"), and that the foregoing instrument was signed on behalf of the Company by its authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act ordered of the Company.

Victoria Gallagher Victoria Gallagher
NOTARY PUBLIC
Notary Public in and for the
Commonwealth of Massachusetts

My Commission Expires: 1-16-03

SCHEDULE I

to

LEASE SCHEDULE NO. 3

Description of the Lost Equipment:

One covered hopper rail car of 5,800 cubic foot capacity, initialed ELTX and numbered 1812, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.