

**FULBRIGHT & JAWORSKI L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
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November 13, 2001

RECORDATION NO. 16343-B FILED

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

NOV 14 '01 2-52 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 a Partial Release 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 Security Agreement which was previously filed with the Board under Recordation Number 16343.

The name and address of the party to the enclosed documents is:

Secured Party	Massachusetts Mutual Life Insurance Company c/o David L. Babson & Company 1295 State Street Springfield, MA 01111
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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:

Partial Release

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

RECORDATION NO. 16343-B FILED

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SURFACE TRANSPORTATION BOARD

**PARTIAL RELEASE**

Dated as of October 1, 2001

Of

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,**

**Secured Party**

**ELTX 1812**

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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.

PARTIAL RELEASE

PARTIAL RELEASE dated as of October 1, 2001 (this APartial Release"), of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY (herein called the ALender), in connection with a Security Agreement dated as of May 4, 1989 (the "Security Agreement"), between State Street Bank and Trust Company (herein called the "Debtor"), as successor trustee to The Connecticut National Bank, and Lender.

WITNESSETH:

WHEREAS, the Security Agreement was filed with the Surface Transportation Board (the ASTB) (formerly the Interstate Commerce Commission) pursuant to 49 U.S.C. Section 11303 on May 18, 1989;

WHEREAS, prior to October 30, 1998, the item of Equipment described in Schedule 1 hereto (the ALost Equipment) became a total loss (within the meaning of Section 13 of the Lease);

WHEREAS, pursuant to Section 13 of the Lease, Solvay Polymers, Inc., a Delaware corporation formerly named Soltex Polymer Corporation (the ALessee), has paid the Stipulated Loss Value with respect to the Lost Equipment and fulfilled all of its other obligations with respect to the Lost Equipment;

WHEREAS, all requirements and obligations of Section 7 of the Security Agreement arising from the loss of the Lost Equipment have been satisfied and performed; and

WHEREAS, Lender desires to release the Lost Equipment from the security interest of the Security Agreement.

NOW, THEREFORE, Lender 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 the Security Agreement.
2. Lender acknowledges receipt of all amounts due under Section 7 of the Security Agreement with respect to the Lost Equipment.
3. The item of Lost Equipment is hereby released from the security interest of the Security Agreement, and Lender releases any and all claims in or to said item of Lost Equipment.
4. Lender authorizes Lessee to file in all applicable jurisdictions a Uniform Commercial Code partial termination statement releasing rail car ELTX 1812 from the security interest of the Security Agreement.

5. THIS PARTIAL RELEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. This Partial Release may be executed by Lender in multiple 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, Lender has caused this Partial Release to be duly executed by one of its officers thereunto duly authorized as of the day and year first above written.

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

By: David L. Babson & Company, Inc.,  
its Investment Advisor

FTZ

By: 

Name:

Title: Managing Director

Michael P. Hermesen  
Managing Director

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPDEN

On this 31st day of October, 2001, before me personally appeared Michael P. Hermesen, to me personally known, who being by me duly sworn, says that he/she is a 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 authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

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

My commission expires: 1-10-03

[NOTARIAL SEAL]

SCHEDULE 1  
to Partial Release

DESCRIPTION OF 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.