

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

1301 MCKINNEY, SUITE 5100

HOUSTON, TEXAS 77010-3095

WWW.FULBRIGHT.COM

RECORDATION NO. 16323-C FII

OCT 22 '03 12:20 PM

SURFACE TRANSPORTATION BOARD

NBIANCHI@FULBRIGHT.COM
DIRECT DIAL: (713) 651-5114

TELEPHONE: (713) 651-5151
FACSIMILE: (713) 651-5246

October 21, 2003

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 original copies of the **Partial Release of Indenture Lien** dated as of October 20, 2003, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Connell I documents which were previously filed with the Board under Recordation Number 16323.

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

Secured Party	Massachusetts Mutual Life Insurance Company c/o David L. Babson & Company 1500 Main Street, Suite 2800 Springfield, Massachusetts 01115
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A description of the railroad equipment covered by the enclosed document is:

One hundred ninety seven (197) steel covered hopper cars of 5,800 cubic foot capacity bearing ELTX reporting marks and road numbers 1700 through 1724, 1726 through 1739, 1741 through 1811 and 1813 through 1899.

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

This document removes railcars ELTX 1725 and 1740 from the Security Agreement dated as of May 4, 1989, as amended, due to the destruction of railcars ELTX 1725 and 1740 in casualty event(s) on June 3, 2003.

45372883.1/10304885 (ELTX 1725 and 1740)

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Mr. Vernon A. Williams
October 21, 2003
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Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Nina Bianchi Skinner".

Nina Bianchi Skinner

NBS/ak
Enclosures

RECORDATION NO. 16323-6 FILED

PARTIAL RELEASE

OCT 22 '03 12:20 PM

SURFACE TRANSPORTATION BOARD

Dated as of October 20, 2003

Of

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Secured Party

ELTX 1725 and 1740

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49.U.S.C. SECTION 11301 ON OCTOBER __, 2003, AT ____ .M.
RECORDATION NUMBER 16343-__ AND DEPOSITED WITH THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO _____ TRANSPORTATION
ACT ON OCTOBER __, 2003, AT ____ .M.

PARTIAL RELEASE

THIS PARTIAL RELEASE dated as of October 20, 2003 (this "Partial Release"), of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY (herein called the "Lender"), in connection with a Security Agreement dated as of May 4, 1989 (the "Security Agreement"), between U.S. Bank National Association (successor to State Street Bank and Trust Company) (herein called the "Debtor"), as trustee, and Lender.

WITNESSETH:

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

WHEREAS, on June 3, 2003, the items of Equipment described in Schedule I hereto (the "Lost Equipment") each became a "total loss" within the meaning of Section 13 of the Master Equipment Lease Agreement dated as of May 3, 1989, as amended (the "Lease");

WHEREAS, pursuant to Section 13 of the Lease, BP Solvay Polyethylene North America, a Delaware general partnership, successor to Solvay Polymers, Inc. (the "Lessee"), has paid the Stipulated Loss Value with respect to the Lost Equipment and has otherwise 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:

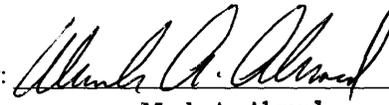
1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in the Security Agreement.
2. Lender acknowledges receipt of all amounts due under Section 7 of the Security Agreement with respect to the Lost Equipment.
3. The items of Lost Equipment are hereby released from the security interest of the Security Agreement, and Lender releases any and all claims in or to said items of Lost Equipment.
4. Lender authorizes Lessee to file in all applicable jurisdictions a Uniform Commercial Code partial termination statement releasing the Lost Equipment 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

By: 
Name: Mark A. Ahmed
Title: Managing Director

SCHEDULE I TO PARTIAL RELEASE

Description of Lost Equipment

Two covered hopper rail cars of 5,800 cubic foot capacity, initialed ELTX and numbered 1725 and 1740, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.