

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095
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RECORDATION NO. 16323-0 FILED

FEB 10 '04 2-08 PM

SURFACE TRANSPORTATION BOARD

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TELEPHONE: (713) 651-5151
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February 9, 2004

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 **Amended and Restated Lease Schedule No. 4** dated as of February 6, 2004, 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:

Lessor	U.S. Bank National Association Goodwin Square 225 Asylum Street, 23 rd Floor Hartford, Connecticut 06103
Lessee	BP Solvay Polyethylene North America 3333 Richmond Avenue Houston, TX 77098

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.

45420470.1/10304885 (ELTX 1725 and 1740)

Mr. Vernon A. Williams
February 9, 2004
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A short summary of the document to appear in the index follows:

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

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

AMENDED AND RESTATED LEASE SCHEDULE NO. 4

Dated as of February 6, 2004

RECORDATION NO. 16323-0 FILED

FEB 10 '04 2-08 PM

Between

SURFACE TRANSPORTATION BOARD

U.S. BANK NATIONAL ASSOCIATION
(successor to 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.

Lessor

and

BP SOLVAY POLYETHYLENE NORTH AMERICA
Lessee

ELTX 1725 and 1740

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON FEBRUARY __, 2004, AT _____
__M. RECORDATION NUMBER 16323-__ AND DEPOSITED WITH THE OFFICE OF
THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE
CANADA TRANSPORTATION ACT ON FEBRUARY __, 2004, AT _____M.

AMENDED AND RESTATED LEASE SCHEDULE NO. 4

THIS AMENDED AND RESTATED LEASE SCHEDULE NO. 4 (this "Lease Amendment") dated as of February 6, 2004, is entered into between U.S. BANK NATIONAL ASSOCIATION (successor to State Street Bank and Trust Company) a national banking association, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989, and BP SOLVAY POLYETHYLENE NORTH AMERICA (successor to Solvay Polymers, Inc.), a Delaware general partnership.

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;

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Lease Schedule No. 4 to the Lease dated October 20, 2003 ("Lease Schedule No. 4"); and

WHEREAS, the Lessor and the Lessee desire to amend and restate Lease Schedule No. 4 in its entirety;

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. On June 3, 2003, the items of Equipment described in Schedule I to this Lease Amendment (the "Lost Equipment") each became a "total loss" within the meaning of Section 13 of the Lease. Lessor acknowledges that, pursuant to Section 13 of the Lease, on June 30, 2003, Lessee paid the amount of \$82,599.64 as the collective 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 June 30, 2003, with the same force and effect as if June 30, 2003, 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 Lease Schedules No. 1 and No.2 to the Lease dated May 3, 1989.

4. This Lease Amendment 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 Amendment 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 Amendment 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 Amendment to be executed and delivered as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989

By: Melissa A. DuMont

Name: Melissa A. DuMont

Title: Assistant Vice President

BP SOLVAY POLYETHYLENE NORTH AMERICA

By: Robert J. Sokol

Robert J. Sokol
Vice President-Finance

Acknowledged and agreed to:

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Attachments

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

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989

By: _____

Name: _____

Title: _____

BP SOLVAY POLYETHYLENE NORTH AMERICA

By: _____

Robert J. Sokol
Vice President-Finance

Acknowledged and agreed to:

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

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

 By: _____

Name: Emeka O. Onukwugha

Managing Director

Title: _____

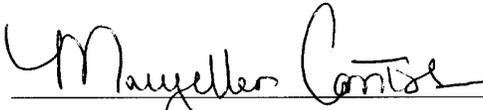
ACKNOWLEDGMENTS

COMMONWEALTH OF MASSACHUSETTS §

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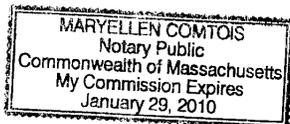
COUNTY OF HAMPDEN §

On this 29th day of January, 2004, before me personally appeared Emeka Onukwugha, 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.



Notary Public in and for the
Commonwealth of Massachusetts

My Commission Expires:



SCHEDULE I TO AMENDED AND RESTATED LEASE SCHEDULE NO. 4

Description of the Lost Equipment:

Two steel 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.

45331803/10304885(ELTX 1725 and 1740)

SCHEDULE II TO AMENDED AND RESTATED LEASE SCHEDULE NO. 4

SCHEDULE II TO AMENDED AND RESTATED LEASE SCHEDULE NO. 4
(Master Equipment Lease dated as of May 31, 1989)

\$10,919,871.54 :Original Equipment Cost (197 Cars Remaining Subject to Lease Schedule Nos.1 and 2)
200 :Original Car Count
197 :Revised Car Count Less: ELTX 1725, 1740 and 1812

Rent Payment Date	Rent as a % of Equipment Cost	Rent \$
10/30/2003	0.54201012%	\$59,186.81
04/30/2004	10.17773843%	\$1,111,395.96
10/30/2004	0.00000000%	\$0.00
04/30/2005	10.71974801%	\$1,170,582.71
10/30/2005	0.00000000%	\$0.00
04/30/2006	10.71974801%	\$1,170,582.71
10/30/2006	0.00000000%	\$0.00
04/30/2007	10.71974801%	\$1,170,582.71
10/30/2007	0.00000000%	\$0.00
04/30/2008	10.71974801%	\$1,170,582.71
10/30/2008	0.00000000%	\$0.00
04/30/2009	10.71974801%	\$1,170,582.71