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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

March 17, 2015

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 5 (Solvay Polymers Equipment Trust 2000), dated as of January 30, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 23024.

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

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Lessee: Ineos Polyethylene North America (f/k/a  
Innovene Polyethylene North America, f/k/a BP  
Solvay Polyethylene North America, successor  
to Solvay Polymers, Inc.)  
Marina View Building  
2600 South Shore Blvd.  
League City, TX 77573

Section Chief  
March 17, 2015  
Page 2

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

295 covered hopper railcars: ELTX 700 – ELTX 7299 (excluding ELTX 7184, ELTX 7251, ELTX 7625, ELTX 7284 and ELTX 7293). 1 covered hopper railcar CASUALTIED: ELTX 7284.

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

Lease Supplement No. 5 (Solvay Polymers Equipment Trust 2000).

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

  
for  
Edward M. Luria

EML/cem  
Enclosures

**LEASE SUPPLEMENT NO. 5  
(Solvay Polymers Equipment Trust 2000)**

dated as of January 30, 2015

between

**WILMINGTON TRUST COMPANY,**  
not in its individual capacity, except as otherwise expressly  
provided for in the Lease, but solely as trustee under the  
Trust Agreement (Solvay Polymers Equipment Trust 2000)  
dated as of July 1, 2000, between the Owner Participant and  
Wilmington Trust Company in its individual capacity  
**Lessor**

and

**INEOS POLYETHYLENE NORTH AMERICA**  
**Lessee**

**ELTX 7284**

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD  
PURSUANT TO 49 U.S.C. SECTION 11301 ON \_\_\_\_\_, 2015, AT \_\_\_\_ A.M.  
UNDER RECORDATION NUMBER 23024-\_\_ AND DEPOSITED WITH THE OFFICE OF  
THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE  
CANADA TRANSPORTATION ACT ON \_\_\_\_\_, 2015, AT \_\_\_\_ A.M.

**LEASE SUPPLEMENT NO. 5**  
**(Solvay Polymers Equipment Trust 2000)**

THIS LEASE SUPPLEMENT NO. 5, dated as of January 30, 2015 (this "**Lease Supplement**"), is entered into between WILMINGTON TRUST COMPANY, a Delaware Trust Company, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee ("**Owner Trustee**") under the Trust Agreement (Solvay Polymers Equipment Trust 2000), dated as of July 1, 2000, between the Owner Participant and Wilmington Trust Company in its individual capacity, and INEOS POLYETHYLENE NORTH AMERICA, a Delaware general partnership (formerly Innovene Polyethylene North America, formerly BP Solvay Polyethylene North America, successor to Solvay Polymers, Inc.), as lessee ("**Lessee**").

A. Lessor and Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

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

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 July 1, 2000, among Comerica Leasing Corporation, Wilmington Trust Company, in its individual capacity and as Owner Trustee, 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 Lease Supplement.

2. An Event of Loss occurred on August 17, 2014 with respect to the equipment described in Schedule I to this Lease Supplement (the "**Lost Equipment**"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee has paid to Lessor the following amounts as of January 30, 2015: (i) the amount of \$45,779.95 as the Stipulated Loss Value of railcar ELTX 7284, and (ii) the amount of \$1,249,455.05 as the Rent due pursuant to the Lease, and otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect thereto.

3. Lessor and Lessee agree that, effective as of January 30, 2015:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;

- (iii) from and after January 30, 2015, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment;
- (iv) Schedule I to Lease Supplement No. 1 (Solvay Polymers Equipment Trust 2000), dated July 27, 2000, shall be deleted in its entirety and replaced by Schedule II hereto which sets forth the Equipment remaining subject to the Lease following January 30, 2015; and
- (v) Schedule III hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under Lease Supplement No. 1 (Solvay Polymers Equipment Trust 2000), dated July 27, 2000.

4. This Lease Supplement 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. A signed copy of this Lease Supplement delivered by facsimile, email (including .pdf), or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

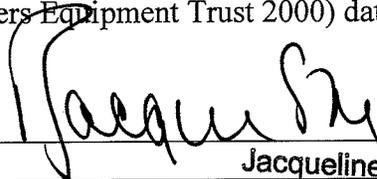
5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

6. THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

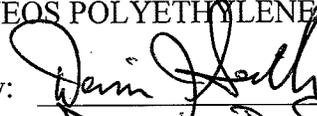
[Signature Page Follows]

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

WILMINGTON TRUST COMPANY,  
not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as Owner Trustee under the Trust Agreement (Solvay Polymers Equipment Trust 2000) dated as of July 1, 2000

By:   
Name: Jacqueline E. Solone  
Title: Assistant Vice President

INEOS POLYETHYLENE NORTH AMERICA

By:   
Name: Dennis J. Seith  
Title: CEO & Pres; Dent

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE

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COUNTY OF NEWCASTLE

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This instrument was acknowledged before me on January 26 2015, by Jacqueline Solone, the AVP of WILMINGTON TRUST COMPANY, a Delaware Trust Company.



Patrick A. Kanar

Notary Public in and for  
the State of Delaware

**PATRICK A. KANAR**

Notary Public

STATE OF DELAWARE

My Commission Expires 2-6-2016

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE

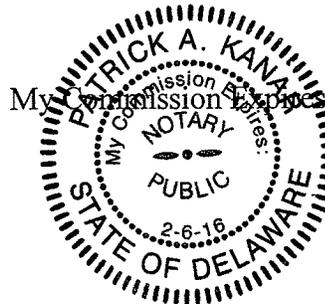
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COUNTY OF NEWCASTLE

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§

On this 26 day of January 26 2015, before me personally appeared Jacqueline E. Solone to me personally known, being by me duly sworn, says that he/she is the Assistant Vice President of WILMINGTON TRUST COMPANY, a Delaware Trust Company (the "Trust Company"), and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on January 26 2015, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Patrick A. Kanar

Notary Public in and for  
the State of Delaware

**PATRICK A. KANAR**

Notary Public

STATE OF DELAWARE

My Commission Expires 2-6-2016

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS

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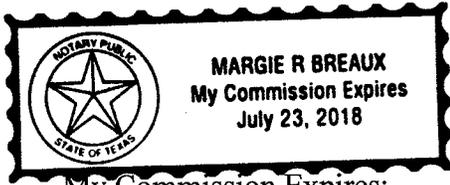
COUNTY OF GALVESTON

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This instrument was acknowledged before me on March 6, 2015, by Dennis J Seith, the President of INEOS POLYETHYLENE NORTH AMERICA, a Delaware general partnership.

Margie R Breaux  
Notary Public in and for  
the State of Texas



My Commission Expires:

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS

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COUNTY OF GALVESTON

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On this 6 day of March, 2015, before me personally appeared Dennis J Seith, to me personally known, being by me duly sworn, says that he/she is the President of INEOS POLYETHYLENE NORTH AMERICA, a Delaware general partnership (the "Company"), and that the said instrument attached hereto was signed on behalf of the Company on March 6, 2015, and he/she acknowledged that the execution of the said instrument was the act and deed of the Company.

Margie R Breaux  
Notary Public in and for  
the State of Texas



**SCHEDULE I**  
**to**  
**LEASE SUPPLEMENT NO. 5**  
**(Solvay Polymers Equipment Trust 2000)**

**DESCRIPTION OF THE LOST EQUIPMENT**

One Center Flow® covered hopper railcar of 6,224 cubic foot capacity, initialed ELTX and numbered 7284, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

**SCHEDULE II**  
**to**  
**LEASE SUPPLEMENT NO. 5**  
**(Solvay Polymers Equipment Trust 2000)**

**DESCRIPTION OF THE EQUIPMENT**

Two hundred ninety five (295) Center Flow® covered hopper railcars of 6,224 cubic foot capacity, initialed ELTX and numbered 7000 through 7299, inclusive (but excluding 7184, 7251, 7265, 7284 and 7293), together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

**SCHEDULE III**  
**to**  
**LEASE SUPPLEMENT NO. 5**  
**(Solvay Polymers Equipment Trust 2000)**

**BASIC RENT FACTORS AND**  
**BASIC RENT AMOUNTS**

SCHEDULE III  
TO  
LEASE SUPPLEMENT NO. 5

**Revised Basic Rent Factors and Rent Amounts**  
(Solvay Polymers Equipment Trust 2000)

**\$17,740,134.75** :Original Equip. Cost (295 Remaining Cars)  
**300** :Original Car Count  
**295** :Revised Car Count (Less ELTX 7184, 7251, 7265, 7284, 7293)

	<b>Rental Date</b>	<b>Total Rent %</b>	<b>Total Rent \$</b>
32	07/30/15	0.95883730	\$170,099.03
33	01/30/16	7.28401215	\$1,292,193.57
34	07/30/16	0.69412873	\$123,139.37
35	01/30/17	7.20584748	\$1,278,327.05
36	07/30/17	0.69412873	\$123,139.37
37	01/30/18	7.28401215	\$1,292,193.57
38	07/30/18	0.69412873	\$123,139.37
39	01/30/19	7.52157297	\$1,334,337.18
40	07/30/19	0.45656791	\$80,995.76
41	01/30/20	7.72880335	\$1,371,100.13
42	07/30/20	0.15222486	\$27,004.90
43	01/30/21	3.78961692	\$672,283.15
44	07/30/21	0.00000000	\$0.00
45	01/30/22	0.00000000	\$0.00
46	07/30/22	0.00000000	\$0.00

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/17/15

Edward M Luria  
Edward M. Luria