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

November 13, 2014

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 Termination of Lease Agreement, dated as of November 14, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease previously filed with the Board under Recordation Number 16048.

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

Lessor: Wilmington Trust Company (not in its individual capacity but as trustee of Sonoma Trust II)
Rodney Square North
100 North Market Street
Wilmington, DE 19890-0001

[Lessee: Solvay HDPE, L.P., Assignee of Solvay Polymers, Inc., f/k/a Soltex Polymer Corporation
3333 Richmond Avenue
Houston, TX 77098]

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

75 railcars: ELTX 1600 – ELTX 1674, inclusive.

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

Termination of Lease Agreement.

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

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT is made and entered into on November ~~14~~, 2014 by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee of Sonoma Trust II, a Delaware statutory trust.

1. Sonoma Trust II was party to that certain Master Equipment Lease Agreement dated November 30, 1988 originally between Pitney Bowes Credit Corporation, as lessor, and Soltex Polymer Corporation, as lessee (the "Master Equipment Lease"; as amended, supplemented or modified to date, the "Lease"). The Master Equipment Lease was duly recorded with the Interstate Commerce Commission on November 29, 1988 at 12:35 pm under recordation number 16048. The Lease was assigned by Pitney Bowes Credit Corporation to GATX Third Aircraft Corporation by an Assignment and Assumption Agreement dated as of September 30, 1997. A memorandum of such Assignment and Assumption Agreement was duly recorded with the Surface Transportation Board on September 30, 1997 at 3:40 pm under recordation number 15616-B. The Lease was then assigned by GATX Third Aircraft Corporation to Sonoma Trust II by that certain Assignment and Assumption Agreement dated as of March 11, 1998, which agreement was duly recorded with the Surface Transportation Board on March 11, 1998 at 12:45 pm under recordation number 15616-C. The Lease was amended by letter agreement to reflect a change in the name of the lessee thereunder, which amendment letter was recorded with the Surface Transportation Board on May 16, 1991 at 2:45 pm under recordation number 16048-A. The Lease was further amended by Letter Agreement (Pitney Bowes No. 3) – Lost Equipment dated as of August 12, 2002 to reflect a casualty, which Letter Agreement was recorded with the Surface Transportation Board on September 3, 2002 at 3:18 pm under recordation number 16048-G.

2. The Lease has since terminated with respect to all railcars subject thereto, including without limitation the railcars identified on Schedule 1 hereto.

3. This Termination of Lease Agreement shall neither impair nor terminate any rights and obligations of the parties under the Lease which expressly survive termination.

[signature page follows]

SCHEDULE 1

Railcars

The railcars with running marks ELTX 1600 through ELTX 1674

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: 11/14/14

Edward M Luria
Edward M. Luria