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

August 13, 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. 9 (Solvay Polymers Equipment Trust 1994), dated as of August 11, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Solvay Polymers Equipment Trust 1994 documents which were previously filed with the Board under Recordation Number 18899.

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

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19801

Lessee: Ineos Polyethylene North America (f/k/a Innovene
Polyethylene North America, f/k/a BP Polyethylene
North America, f/k/a BP Solvay Polyethylene North
America, successor to Solvay Polymers, Inc.
3333 Richmond Avenue
Houston, TX 77098

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

Railcar ELTX 3302 is deleted from the Lease.

Section Chief
August 13, 2015
Page 2

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

Lease Supplement No. 9 (Solvay Polymers Equipment Trust 1994).

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,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

LEASE SUPPLEMENT NO. 9
(Solvay Polymers Equipment Trust 1994)

Dated August 11, 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 1994) dated as of June 1, 1994, between the Owner Participant and Wilmington Trust Company in its individual capacity,

Lessor

and

INEOS POLYETHYLENE NORTH AMERICA,

Lessee

ELTX 3302

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. SECTION 11301 ON AUGUST __, 2015, AT _____ A.M. UNDER RECORDATION NUMBER 18899-__ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT ON AUGUST __, 2015, AT _____ A.M.

LEASE SUPPLEMENT NO. 9
(Solvay Polymers Equipment Trust 1994)

This LEASE SUPPLEMENT NO. 9, dated August 11, 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 (as defined below), but solely as trustee under the Trust Agreement (Solvay Polymers Equipment Trust 1994), dated as of June 1, 1994, that creates the trust identified under the title hereof, as lessor ("**Lessor**"), and INEOS POLYETHYLENE NORTH AMERICA, a Delaware general partnership (formerly Innovene Polyethylene North America, formerly BP 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 Equipment Lease Agreement (Solvay Polymers Equipment Trust 1994), dated as of June 1, 1994 (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 (Solvay Polymers Equipment Trust 1994), dated as of June 1, 1994, among Manufacturers Hanover Leasing International Corp. (successor to J.P. Morgan Interfunding Corp.) ("**Owner Participant**"), Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided for therein, but solely as trustee under the Trust Agreement (Solvay Polymers Equipment Trust 1994), dated as of June 1, 1994, that creates the trust identified under the title hereof, 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 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 on July 14, 2015: (i) the amount of \$22,347 as the Stipulated Loss Value of the Lost Equipment, and (ii) the amount of \$2,105,739.98 as the Rent due pursuant to the Lease, for a total payment of \$2,128,086.98, and has otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect to such Lost Equipment.

3. Lessor and Lessee agree that, effective as of July 14, 2015:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is 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) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and
- (iv) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under the Lease.

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.

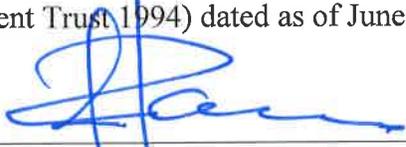
5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

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 trustee under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994

By: 
Name: Jose L. Paredes
Title: Assistant Vice President

INEOS POLYETHYLENE NORTH AMERICA

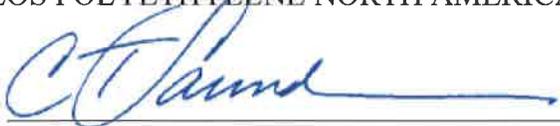
By: _____
Name: _____
Title: _____

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 trustee under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994

By: _____
Name: _____
Title: _____

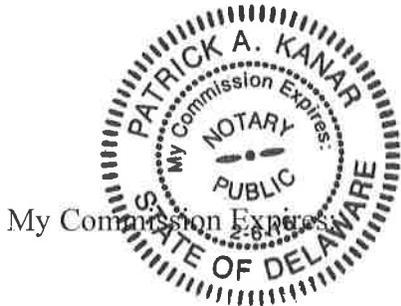
INEOS POLYETHYLENE NORTH AMERICA

By:  _____
Name: CHARLES T. SAUNDERS
Title: Secretary

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

This instrument was acknowledged before me on July 30, 2015, by Jose L. Paredes, the Assistant Vice President 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 §
 §
COUNTY OF NEWCASTLE §

On this 30 day of July 30, 2015, before me personally appeared Jose L. Paredes, to me personally known, being by me duly sworn, says that he/she is the AVP of WILMINGTON TRUST COMPANY, a Delaware trust company (the "Company"), and that the said instrument attached hereto was signed on behalf of the Company on July 30, 2015, and he/she acknowledged that the execution of the said instrument was the act and deed of the 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

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on August 5, 2015, by CHARLES T. SAUNDERS, the Secretary of INEOS POLYETHYLENE NORTH AMERICA, a Delaware general partnership.



Sherry L. Liddell

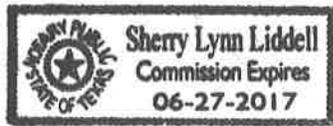
Notary Public in and for
the State of Texas

My Commission Expires:

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

On this 5th day of August, 2015, before me personally appeared CHARLES T. SAUNDERS, to me personally known, being by me duly sworn, says that he/she is the Secretary 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 August 5, 2015, and he/she acknowledged that the execution of the said instrument was the act and deed of the Company.



Sherry L. Liddell

Notary Public in and for
the State of Texas

My Commission Expires:

SCHEDULE I TO LEASE SUPPLEMENT NO. 9
(Solvay Polymers Equipment Trust 1994)

DESCRIPTION OF THE LOST EQUIPMENT

One Center Flow® covered hopper railcar of 5,711 cubic foot capacity, initialed ELTX and numbered 3302, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

SCHEDULE II TO LEASE SUPPLEMENT NO. 9
(Solvay Polymers Equipment Trust 1994)

BASIC RENT FACTORS AND
BASIC RENT AMOUNTS

See attached

SCHEDULE II
TO LEASE SUPPLEMENT NO. 9

REVISED BASIC RENT FACTORS AND RENT AMOUNTS
(Solvay Polymers Equipment Trust 1994)

\$25,024,746.29 : Revised Equip. Cost (455 Remaining Cars)
464 : Original Car Count
**455 : Revised Car Count Less: ELTX 3161, 3213, 3306, 3336, 3397, 3417, 3437,
3445, 3302**

Rental Date	No.	Total Rent (%)	Advance Rent (%)	Total Rent (\$)	Advance Rent (\$)
Jan 14 2016	43	0.00039185%	0.00039185%	\$98.06	\$98.06
Jul 14 2016	44	8.41463067%	8.41463067%	\$2,105,739.98	\$2,105,739.98
Jan 14 2017	45	4.20751126%	4.20751126%	\$1,052,919.02	\$1,052,919.02

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: August 13, 2015

Edward M Luria

Edward M. Luria