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November 16, 2004

Mr. Vernon A. Williams
Secretary
U.S. Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 16323-R FILED

NOV 19 '04 10-09 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Schedule No. 5** dated as of November 11, 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 six (196) steel covered hopper rail cars of 5,800 cubic foot capacity bearing ELTX reporting marks and road numbers 1700 through 1724, 1726 through 1739, 1741 through 1807, 1809 through 1811 and 1813 through 1899.

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

This document removes rail car ELTX 1808 from the Master Equipment Lease Agreement dated as of May 3, 1989, as amended,

45539062.1/10304885 (ELTX 1808)

LEASE SCHEDULE NO. 5

RECORDATION NO. 16323 R FILED
NOV 19 '04 10-09 AM
SURFACE TRANSPORTATION BOARD

Dated as of November 11, 2004

Between

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 1808

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

LEASE SCHEDULE NO. 5

THIS LEASE SCHEDULE NO. 5 (this "Lease Schedule") dated as of November 11, 2004, is entered into between U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under the Trust Agreement dated as of May 3, 1989, as successor to State Street Bank and Trust Company ("Lessor"), and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor to Solvay Polymers, Inc. (formerly known as Soltex Polymers Corporation) ("Lessee").

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;

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 September 3, 2004, the item of Equipment described in Schedule I to this Lease Schedule (the "Lost Equipment") became a "total loss" within the meaning of Section 13 of the Lease. Lessor acknowledges that, pursuant to Section 13 of the Lease, on September 30, 2004, Lessee paid Lessor (on behalf of Connell Finance Company, Inc.) the amount of \$38,804.25 as the 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 September 30, 2004, with the same force and effect as if September 30, 2004, 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.

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 Schedule 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: Melissa A. DuMont

Title: Assistant Vice President

BP SOLVAY POLYETHYLENE NORTH AMERICA

By: 

Robert J. Sokol
Vice President-Finance

SCHEDULE I TO LEASE SCHEDULE NO. 5

Description of the Lost Equipment:

One covered hopper rail car of 5,800 cubic foot capacity, initialed ELTX and numbered 1808, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

45331803/10304885(ELTX 1808)

SCHEDULE II TO LEASE SCHEDULE NO. 5

SCHEDULE II TO LEASE SCHEDULE NO. 5
(Master Equipment Lease dated as of May 31, 1989)

\$10,864,440.72 :Original Equipment Cost (196 Cars Remaining Subject to Lease Schedule Nos. 1 and 2)
200 :Original Car Count
196 :Revised Car Count Less: ELTX 1725, 1740, 1808 and 1812

Rent Payment Date	Rent as a % of Equipment Cost	Rent \$
10/30/2004	0.00000000%	\$0.00
04/30/2005	10.71974801%	\$1,164,640.67
10/30/2005	0.00000000%	\$0.00
04/30/2006	10.71974801%	\$1,164,640.67
10/30/2006	0.00000000%	\$0.00
04/30/2007	10.71974801%	\$1,164,640.67
10/30/2007	0.00000000%	\$0.00
04/30/2008	10.71974801%	\$1,164,640.67
10/30/2008	0.00000000%	\$0.00
04/30/2009	10.71974801%	\$1,164,640.67