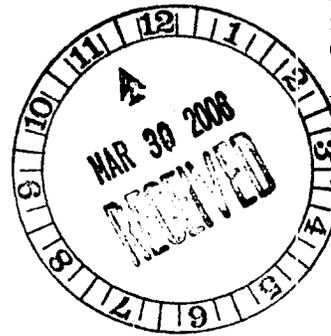


RECORDATION NO. 26270 FILED

MAR 30 '06

3- 37 PM

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Amy.M.Gulinson@Bakernet.com**Via Federal Express**

March 29, 2006

Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423**RE: DOCUMENTS FOR RECORDATION**

Dear Secretary:

I have enclosed an original, one counterpart, and one additional copy of each of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The first document is a lease assignment and assumption agreement, a primary document, dated March 16, 2006. We request that this assignment be cross-indexed.

The names and addresses of the parties to the first document are as follows:

Assignor: Innovene Polyethylene North America, c/o Innovene USA, LLC, 2600 South Shore Boulevard, League City, Texas 75573.

Assignee: BP Amoco Chemical Company, 150 W. Warrenville Road, Mail Code 605-2W, Naperville, Illinois 60563.

A description of the equipment covered by the first document follows:

372 Railcars with various ELTX numbers (as attached to this letter).

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

Lease Assignment and Assumption Agreement between Innovene Polyethylene North America, 2600 South Shore Boulevard, League City, Texas 75573, and BP Amoco Chemical Company, 150 W. Warrenville Road, Mail Code 605-2W, Naperville, Illinois 60563, dated March 16, 2006, and covering 372 Railcars with various ELTX numbers.

The second document is a sublease agreement, a primary document, dated March 16, 2006.

The names and addresses of the parties to the second document are as follows:

Asia
Pacific
Bangkok
Beijing
Hanoi
Ho Chi Minh City
Hong Kong
Jakarta
Kuala Lumpur
Manila
Melbourne
Shanghai
Singapore
Sydney
Taipei
Tokyo

Europe &
Middle East
Almaty
Amsterdam
Antwerp
Bahrain
Baku
Barcelona
Berlin
Bologna
Brussels
Budapest
Cairo
Dusseldorf
Frankfurt / Main
Geneva
Kyiv
London
Madrid
Milan
Moscow
Munich
Paris
Prague
Riyadh
Rome
St. Petersburg
Stockholm
Vienna
Warsaw
Zurich

North & South
America
Bogota
Brasilia
Buenos Aires
Calgary
Caracas
Chicago
Chihuahua
Dallas
Oaxtepec
Houston
Juarez
Mexico City
Miami
Monterrey
New York
Palo Alto
Porto Alegre
Rio de Janeiro
San Diego
San Francisco
Santiago
Sao Paulo
Tijuana
Toronto
Valencia
Washington, DC

Sublessee: Innovene Polyethylene North America, 2600 South Shore Boulevard, League City, Texas 75573.

Sublessor: BP Amoco Chemical Company, 150 W. Warrenville Road, Mail Code 605-2W, Naperville, Illinois 60563.

A description of the equipment covered by the second document follows:

372 Railcars with various ELTX numbers (as attached to this letter).

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

Sublease Agreement between Innovene Polyethylene North America, 2600 South Shore Boulevard, League City, Texas 75573, and BP Amoco Chemical Company, 150 W. Warrenville Road, Mail Code 605-2W, Naperville, Illinois 60563, dated March 16, 2006, and covering 372 Railcars with various ELTX numbers.

Check number 582397 in the amount of \$66.00, providing for recordation fees of \$33.00 per document, is enclosed. Please return the original documents and any extra copies not needed by the Board for recordation to Baker & McKenzie LLP, Attn: Amy Gulinson Enloe, Esq., 130 E. Randolph St., Ste. 3500, Chicago, IL 60601.

Very truly yours,

Baker & McKenzie LLP



Amy Gulinson Enloe, Esq.
Associate

AMG/crn

cc: Creighton R. Meland, Jr., Esq. (w/o enclosures; w/ attachment)

Enclosures (7)
Attachment (1)

CHIDMS1/2419835.1

| <u>Equipment ID</u> |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| ELTX 002000 | ELTX 002052 | ELTX 002103 | ELTX 002157 | ELTX 002211 |
| ELTX 002001 | ELTX 002053 | ELTX 002104 | ELTX 002158 | ELTX 002212 |
| ELTX 002002 | ELTX 002054 | ELTX 002105 | ELTX 002159 | ELTX 002213 |
| ELTX 002003 | ELTX 002055 | ELTX 002106 | ELTX 002160 | ELTX 002214 |
| ELTX 002004 | ELTX 002056 | ELTX 002107 | ELTX 002161 | ELTX 002215 |
| ELTX 002005 | ELTX 002057 | ELTX 002108 | ELTX 002162 | ELTX 002216 |
| ELTX 002006 | ELTX 002058 | ELTX 002109 | ELTX 002163 | ELTX 002217 |
| ELTX 002007 | ELTX 002059 | ELTX 002110 | ELTX 002164 | ELTX 002218 |
| ELTX 002008 | ELTX 002060 | ELTX 002111 | ELTX 002165 | ELTX 002219 |
| ELTX 002009 | ELTX 002061 | ELTX 002112 | ELTX 002166 | ELTX 002221 |
| ELTX 002010 | ELTX 002062 | ELTX 002113 | ELTX 002168 | ELTX 002222 |
| ELTX 002012 | ELTX 002063 | ELTX 002114 | ELTX 002169 | ELTX 002223 |
| ELTX 002013 | ELTX 002064 | ELTX 002115 | ELTX 002170 | ELTX 002224 |
| ELTX 002014 | ELTX 002065 | ELTX 002116 | ELTX 002171 | ELTX 002225 |
| ELTX 002015 | ELTX 002066 | ELTX 002117 | ELTX 002172 | ELTX 002226 |
| ELTX 002016 | ELTX 002067 | ELTX 002118 | ELTX 002173 | ELTX 002227 |
| ELTX 002017 | ELTX 002068 | ELTX 002119 | ELTX 002174 | ELTX 002228 |
| ELTX 002018 | ELTX 002069 | ELTX 002120 | ELTX 002175 | ELTX 002229 |
| ELTX 002019 | ELTX 002070 | ELTX 002121 | ELTX 002176 | ELTX 002230 |
| ELTX 002020 | ELTX 002071 | ELTX 002122 | ELTX 002177 | ELTX 002231 |
| ELTX 002021 | ELTX 002072 | ELTX 002123 | ELTX 002178 | ELTX 002232 |
| ELTX 002022 | ELTX 002073 | ELTX 002124 | ELTX 002179 | ELTX 002233 |
| ELTX 002023 | ELTX 002074 | ELTX 002125 | ELTX 002180 | ELTX 002234 |
| ELTX 002024 | ELTX 002075 | ELTX 002126 | ELTX 002181 | ELTX 002235 |
| ELTX 002025 | ELTX 002076 | ELTX 002127 | ELTX 002182 | ELTX 002238 |
| ELTX 002026 | ELTX 002077 | ELTX 002129 | ELTX 002183 | ELTX 002240 |
| ELTX 002027 | ELTX 002078 | ELTX 002130 | ELTX 002184 | ELTX 002241 |
| ELTX 002028 | ELTX 002079 | ELTX 002131 | ELTX 002185 | ELTX 002242 |
| ELTX 002029 | ELTX 002080 | ELTX 002133 | ELTX 002186 | ELTX 002243 |
| ELTX 002030 | ELTX 002081 | ELTX 002134 | ELTX 002187 | ELTX 002245 |
| ELTX 002031 | ELTX 002082 | ELTX 002135 | ELTX 002188 | ELTX 002246 |
| ELTX 002032 | ELTX 002083 | ELTX 002136 | ELTX 002189 | ELTX 002247 |
| ELTX 002033 | ELTX 002084 | ELTX 002137 | ELTX 002190 | ELTX 002249 |
| ELTX 002034 | ELTX 002085 | ELTX 002138 | ELTX 002192 | ELTX 002250 |
| ELTX 002035 | ELTX 002086 | ELTX 002139 | ELTX 002193 | ELTX 002251 |
| ELTX 002036 | ELTX 002087 | ELTX 002140 | ELTX 002194 | ELTX 002253 |
| ELTX 002037 | ELTX 002088 | ELTX 002141 | ELTX 002195 | ELTX 002254 |
| ELTX 002038 | ELTX 002089 | ELTX 002142 | ELTX 002196 | ELTX 002255 |
| ELTX 002039 | ELTX 002090 | ELTX 002143 | ELTX 002197 | ELTX 002256 |
| ELTX 002040 | ELTX 002091 | ELTX 002144 | ELTX 002198 | ELTX 002258 |
| ELTX 002041 | ELTX 002092 | ELTX 002145 | ELTX 002199 | ELTX 002259 |
| ELTX 002042 | ELTX 002093 | ELTX 002146 | ELTX 002200 | ELTX 002260 |
| ELTX 002043 | ELTX 002094 | ELTX 002147 | ELTX 002202 | ELTX 002261 |
| ELTX 002044 | ELTX 002095 | ELTX 002148 | ELTX 002203 | ELTX 002262 |
| ELTX 002045 | ELTX 002096 | ELTX 002149 | ELTX 002204 | ELTX 002263 |
| ELTX 002046 | ELTX 002097 | ELTX 002150 | ELTX 002205 | ELTX 002265 |

ELTX 002047	ELTX 002098	ELTX 002151	ELTX 002206	ELTX 002267
ELTX 002048	ELTX 002099	ELTX 002153	ELTX 002207	ELTX 002268
ELTX 002049	ELTX 002100	ELTX 002154	ELTX 002208	ELTX 002270
ELTX 002050	ELTX 002101	ELTX 002155	ELTX 002209	ELTX 002271
ELTX 002051	ELTX 002102	ELTX 002156	ELTX 002210	ELTX 002272

<u>Equipment ID</u>	<u>Equipment ID</u>	<u>Equipment ID</u>	<u>Equipment ID</u>
ELTX 002211	ELTX 002276	ELTX 002011	ELTX 002321
ELTX 002212	ELTX 002277	ELTX 002128	ELTX 002322
ELTX 002213	ELTX 002280	ELTX 002132	ELTX 002323
ELTX 002214	ELTX 002282	ELTX 002152	ELTX 002324
ELTX 002215	ELTX 002285	ELTX 002167	ELTX 002325
ELTX 002216	ELTX 002286	ELTX 002201	ELTX 002326
ELTX 002217	ELTX 002287	ELTX 002220	ELTX 002327
ELTX 002218	ELTX 002290	ELTX 002236	ELTX 002328
ELTX 002219	ELTX 002291	ELTX 002237	ELTX 002329
ELTX 002221		ELTX 002239	ELTX 002330
ELTX 002222		ELTX 002244	ELTX 002331
ELTX 002223		ELTX 002248	ELTX 002332
ELTX 002224		ELTX 002252	ELTX 002333
ELTX 002225		ELTX 002257	ELTX 002334
ELTX 002226		ELTX 002264	ELTX 002335
ELTX 002227		ELTX 002266	ELTX 002336
ELTX 002228		ELTX 002269	ELTX 002337
ELTX 002229		ELTX 002274	ELTX 002338
ELTX 002230		ELTX 002278	ELTX 002339
ELTX 002231		ELTX 002279	ELTX 002340
ELTX 002232		ELTX 002281	ELTX 002341
ELTX 002233		ELTX 002283	ELTX 002342
ELTX 002234		ELTX 002288	ELTX 002343
ELTX 002235		ELTX 002289	ELTX 002344
ELTX 002238		ELTX 002292	ELTX 002345
ELTX 002240		ELTX 002293	ELTX 002346
ELTX 002241		ELTX 002294	ELTX 002347
ELTX 002242		ELTX 002295	ELTX 002348
ELTX 002243		ELTX 002296	ELTX 002349
ELTX 002245		ELTX 002297	ELTX 002350
ELTX 002246		ELTX 002298	ELTX 002351
ELTX 002247		ELTX 002299	ELTX 002352
ELTX 002249		ELTX 002300	ELTX 002353
ELTX 002250		ELTX 002301	ELTX 002354
ELTX 002251		ELTX 002302	ELTX 002355
ELTX 002253		ELTX 002303	ELTX 002356
ELTX 002254		ELTX 002304	ELTX 002357
ELTX 002255		ELTX 002305	ELTX 002358
ELTX 002256		ELTX 002306	ELTX 002359
ELTX 002258		ELTX 002307	ELTX 002360
ELTX 002259		ELTX 002308	ELTX 002361
ELTX 002260		ELTX 002309	ELTX 002362
ELTX 002261		ELTX 002310	ELTX 002363

ELTX 002262
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ELTX 002267
ELTX 002268
ELTX 002270
ELTX 002271
ELTX 002272
ELTX 002273
ELTX 002275

ELTX 002311	ELTX 002364
ELTX 002312	ELTX 002365
ELTX 002313	ELTX 002366
ELTX 002314	ELTX 002367
ELTX 002315	ELTX 002368
ELTX 002316	ELTX 002369
ELTX 002317	ELTX 002370
ELTX 002318	ELTX 002372
ELTX 002319	ELTX 002373
ELTX 002320	ELTX 002374

EXECUTION COPY

RECORDATION NO. 26270 FILED

Dated as of March 16, 2006

MAR 30 '06

3-37 PM

SURFACE TRANSPORTATION BOARD

BP AMOCO CHEMICAL COMPANY
(Sublessor)

and

INNOVENE POLYETHYLENE NORTH AMERICA
(Sublessee)

SUBLEASE AGREEMENT

Linklaters

1345 Avenue of the Americas
New York, NY 10105

Telephone (1) 212 903 9000
Facsimile (1) 212 903 9100

Ref

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SUBLEASE AGREEMENT

This Sublease Agreement, dated and effective as of March 16, 2006 (this "**Sublease**"), is made by and between **BP AMOCO CHEMICAL COMPANY**, a Delaware corporation ("**Sublessor**") and **INNOVENE POLYETHYLENE NORTH AMERICA**, a Delaware general partnership and an indirect wholly owned subsidiary of Innovene LLC ("**Sublessee**").

WITNESSETH:

Whereas, Sublessor as Lessee has entered into the Master Equipment Lease Agreement (as amended, modified or supplemented from time to time, the "**Master Lease**"), dated as of August 1, 1992, between Sublessor and the U.S. Bank National Association (successor in interest to State Street Bank and Trust Company, successor in interest to Shawmut Bank Connecticut, National Association, successor in interest to The Connecticut National Bank), a national banking association, as Owner Trustee ("**Lessor**") under that certain Trust Agreement dated August 1 1992;

Whereas, Sublessor as Lessee under the Master Lease is currently leasing the rail equipment described in **Schedule A** hereto (the "**Equipment**") pursuant to the terms of the Master Lease;

Whereas, the Sublessor is a party to the transactions contemplated by (i) the Trust Agreement, dated August 1, 1992, between Verizon Capital Corp. (formerly Bell Atlantic Credit Corporation, formerly NYNEX Credit Company) and Lessor; (ii) the Security Agreement, dated as of August 1, 1992, the Security Agreement Supplement No. 1, dated as of August 17, 1992, and the Security Agreement Supplement No. 2 dated October 8, 1992, together with any and all schedules, amendments and supplements thereto between Lessor and Massachusetts Mutual Life Insurance Company, a Massachusetts corporation (the "**Secured Party**"); (iii) the Guaranty, dated as of January 6, 2005, by BP Corporation North America Inc. in favor of Lessor;

Whereas, Sublessor wishes to sublease the Equipment used in connection with the business of Sublessee to Sublessee and Sublessee wishes to sublease the Equipment from Sublessor;

Now Therefore, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1 Definitions and Interpretation

1.1 Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Master Lease and Schedule X, as applicable.

1.2 Rules of Construction

1.2.1 The use in this Agreement of the term "**including**" means "**including, without limitation**".

1.2.2 The words "**herein**", "**hereof**", "**hereunder**" and other words of similar import refer to this Sublease as a whole, including the schedules and exhibits, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Sublease.

- 1.2.3 The title of and the section and paragraph headings in this Sublease are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Sublease.
- 1.2.4 As the context may require, words in the singular include the plural and words in the plural include the singular, and words in the masculine, feminine or neuter gender include the masculine, feminine and neuter genders.
- 1.2.5 The language used in this Sublease has been chosen by the parties hereto to express their mutual intent, and no provision of this Sublease will be construed in favor of, or against, any of the parties hereto by reason of the extent to which such party hereto or its counsel participated in its drafting or by reason of the extent to which this Sublease or any provision hereof is inconsistent with any prior draft hereof.

2 Agreement To Lease; Delivery And Acceptance; Quiet Enjoyment

- 2.1 Sublessor hereby agrees to lease to Sublessee and Sublessee hereby agrees to lease from Sublessor the Equipment, subject to the terms and conditions herein set forth, for the term set forth in Section 3.
- 2.2 Upon execution and delivery of this Sublease, the Equipment shall be deemed to have been delivered to and accepted by Sublessee for all purposes of this Sublease and thereupon shall be subject to all the terms and conditions of this Sublease, the Master Lease and all the other Operative Documents.
- 2.3 Provided that no Sublease Event of Default (as defined below) has occurred and is continuing hereunder Sublessor agrees that it shall not interfere with, and shall not fail to perform or comply with any of its agreements and obligations under the Operative Documents to the extent that such failure would interfere with Sublessee's quiet enjoyment and use of the Equipment during the term of this Sublease.
- 2.4 Sublessor has obtained all consents and approvals required under the Operative Documents to permit Sublessor to enter into this Sublease and to provide Sublessee with the rights and benefits with respect to the Equipment set forth herein.

3 Term and Termination

- 3.1 Subject to Section 3.2, the term of this Sublease shall commence on the date hereof in respect of the Equipment and shall extend to and include the Termination Date identified on **Schedule B** hereto in respect of such Equipment.
- 3.2 Subject to Section 3.3, this Sublease shall be terminated in whole or in part prior to the date provided in Section 3.1 if (a) Sublessee and Sublessor agree in writing to terminate this Sublease, (b) the Master Lease is terminated by the Lessor in accordance with its terms, (c) the Sublessor elects to terminate this Sublease following the occurrence and during the continuance of a Sublease Event of Default in accordance with Section 10.2.2 or (d) the Equipment is no longer subject to the Master Lease.
- 3.3 Following the expiration or termination of the Master Lease, Sublessee shall return the Equipment at the direction of Sublessor, the Lessor or the Secured Party (so long as the

Security Agreement is in effect), and Sublessor, the Lessor or the Secured Party (so long as the Security Agreement is in effect) shall be entitled to repossess the Equipment from Sublessee, in accordance with the applicable provisions of the Master Lease.

4 Subordination

Sublessee hereby acknowledges receipt of copies of the Operative Documents and irrevocably agrees that, notwithstanding anything to the contrary herein, the Sublease and its rights hereunder, are subject and subordinate to the Master Lease and the Operative Documents, including Lessor's and the Secured Party's rights pursuant to the Master Lease and the Security Agreement to take immediate possession of the Equipment, subject to the terms set forth in this Sublease and applicable law, upon the occurrence of an Event of Default under the Master Lease or the Security Agreement, as applicable. In the event of a termination of the Master Lease (whether by expiry, early termination or any other reason whatsoever), the term for the sublease of the Equipment under this Sublease shall automatically terminate without any further action (including the giving of any notice) of Sublessor, the Lessor, the Secured Party or Sublessee. Following the termination of the Master Lease as described in this Section 4, Sublessee shall return the Equipment at the direction of Sublessor, the Lessor or the Secured Party (so long as the Security Agreement is in effect), and Sublessor, the Lessor or the Secured Party (so long as the Security Agreement is in effect) shall be entitled to repossess the Equipment from Sublessee, in accordance with the applicable provisions of the Master Lease irrespective of whether a Sublease Event of Default has occurred and is continuing. In such case, Sublessee shall have no rights and waives any such rights against Sublessor, the Lessor, Beneficiary, Secured Party, or the Equipment and Sublessee's sole remedy shall be an action for damages against Sublessor.

5 Representations and Warranties

5.1 Sublessee

- 5.1.1 Sublessee is a general partnership that has been duly organized and is validly existing and in good standing under the laws of the State of Delaware, has all requisite partnership power and authority to carry on its business in all material respects, to own or hold under lease its property and to enter into, and perform its obligations under this Sublease, and is duly qualified and is in good standing in each jurisdiction where the failure to so qualify, due to the character of its properties or the nature of its activities, would reasonably be expected to have a material adverse effect on its business, results of operations, assets or financial condition or would materially and adversely affect the ability of Sublessee to perform its obligations under this Sublease.
- 5.1.2 Sublessee is duly, authorized by all necessary partnership action to execute and deliver this Sublease and to fulfill and comply with the terms, conditions and provisions hereof and this Sublease has been duly executed and delivered by Sublessee.
- 5.1.3 This Sublease constitutes the legal, valid and binding obligation of Sublessee, enforceable against Sublessee in accordance with its terms, except as may be

limited by bankruptcy, insolvency and other laws of general application relating to the enforcement of creditors' rights and by general equitable principles.

- 5.1.4 There are no actions, suits or proceedings pending or, to the knowledge of Sublessee, threatened against or affecting Sublessee or any of its property or rights before any Authority that (i) question the validity of this Sublease or Sublessee's ability to perform its obligations hereunder or (ii) if adversely determined, would materially and adversely affect the ability of Sublessee to perform its obligations hereunder.
- 5.1.5 Neither the execution and delivery of this Sublease, nor Sublessee's compliance with the terms and provisions hereof, (i) conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (A) the partnership agreement of Sublessee or, (B) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which Sublessee is now a party or by which it, or its property is bound, where such conflict, breach, default or violation, in the case of any of the instruments described in this subclause (B), would have a material adverse effect on the business, results, of operations, assets or financial, condition of Sublessee or (ii) results in the creation or imposition of any Lien upon the Equipment (other than Permitted Liens) pursuant to the terms of any such partnership agreement, bond, debenture, note, mortgage, indenture, agreement, lease or other instrument.
- 5.1.6 Neither the execution and delivery by Sublessee of this Sublease, nor the fulfillment of, or compliance with, the terms and provisions of this Sublease conflicts with, or results in a breach of, or violates any of the terms, conditions or provisions of any law, rule, regulation, order, injunction or decree of any Authority applicable to Sublessee, the breach or violation of which would (i) materially and adversely affect Sublessee's ability to perform its obligations under this Sublease, or (ii) result in, or materially increase the risk of the imposition of any criminal liability on Sublessee.
- 5.1.7 Sublessee has not created any Lien on any of the Equipment other than the Lien pursuant to the Security Agreement or any other Permitted Liens. Sublessee has not taken any action that would interfere in any way with Owner Trustee's title to the Equipment, and no party has any claim to the Equipment by, through or under Sublessee other than the Lien pursuant to the Security Agreement and other Permitted Liens.

5.2 Sublessor

- 5.2.1 Sublessor is a corporation that has been duly formed and is validly existing under the laws of the State of Delaware, has all requisite corporate power and authority to carry on its business in all material respects, to own or hold under lease its property and to enter into, and perform its obligations under, this Sublease, and is duly qualified and is in good standing in each jurisdiction where the failure to so qualify, due to the character of its properties or the

nature of its activities, would reasonably be expected to have a material adverse effect on its business, results of operations, assets or, financial condition or would materially and adversely affect the ability of Sublessor to perform its obligations, under this Sublease.

- 5.2.2 Sublessor is duly authorized by all necessary corporate action to execute and deliver this Sublease and to fulfill and comply with the terms, conditions and provisions hereof, and this Sublease has been duly executed and delivered by Sublessor.
- 5.2.3 This Sublease constitutes the legal, valid and binding obligation of Sublessor, enforceable against Sublessor in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws of general application relating to the enforcement of creditors' rights and by general equitable principles.
- 5.2.4 There are no actions, suits or proceedings pending or, to the knowledge of Sublessor, threatened against or affecting Sublessor or any of its property or rights before any Authority that (i) question the validity of this Sublease or Sublessor's ability to perform its obligations hereunder or (ii) if adversely determined, would materially and adversely affect the ability of Sublessor to perform its obligations hereunder.
- 5.2.5 Except for those obtained or duly waived on or prior to the date of this Sublease, no consent, approval, or Authorization of any Authority is required for Sublessor's execution, delivery and performance of this Sublease, and after giving effect to this Sublease; and Sublessor has complied with all applicable provisions of law requiring the designation, declaration, filing, registration and/or qualification with any Authority in connection with the execution and delivery and performance of this Sublease.
- 5.2.6 Neither the execution and delivery of this Sublease, nor Sublessor's compliance with the terms and provisions hereof, (i) conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (A) the certificate of incorporation or bylaws of Sublessor or (B) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which Sublessor is now a party or by which it or its property is bound, where such conflict, breach, default or violation in the case of any of the instruments described in this subclause (B), would have a material adverse effect on the business, results of operations, assets or financial condition of Sublessor or would materially and adversely affect the ability of Sublessor to perform its obligations under this Sublease or (ii) results in the creation or imposition of any Lien upon the Equipment (other than Permitted Liens) pursuant to the terms of any such certificate of incorporation or bylaws, bond, debenture, note, mortgage, indenture, agreement, lease or other instrument.
- 5.2.7 Neither the execution and delivery by Sublessor of this Sublease, nor the fulfillment of, or compliance with, the terms and provisions of this Sublease conflicts with, or results in a breach of, or violates any of the terms, conditions

or provisions of any law, rule, regulation, order, injunction or decree of any Authority applicable to Sublessor, the breach or violation of which would (i) have a material adverse effect on Sublessor, (ii) materially and adversely affect Sublessor's ability to perform its obligations under this Sublease, or (iii) results in, or materially increases the risk of the imposition of any criminal liability on Sublessor.

- 5.2.8 Sublessor has not created any Lien on any of the Equipment other than the Lien pursuant to the Security Agreement or any other Permitted Liens. Sublessor has not taken any action that would interfere in any way with Owner Trustee's title to the Equipment, and no party has any claim to the Equipment by, through or under Sublessor other than the Lien pursuant to the Security Agreement and other Permitted Liens.

6 Rent

- 6.1 With respect to the Equipment, Sublessee shall pay rent to Sublessor in such amounts and on such dates as Sublessor, as Lessee under the Master Lease, shall become obligated to pay Rental Payments in accordance with Section 6 the Master Lease, with respect to the Equipment, such amounts to be set forth on Schedule C hereto, all such amounts being hereinafter referred to as "**Sublease Base Rent**."
- 6.2 In addition to its obligation to pay Sublease Base Rent hereunder, Sublessee shall pay to Sublessor additional rent with respect to the Equipment, on such dates and in such amounts as Sublessor, as Lessee under the Master Lease pursuant to the Lease Assignment, shall become obligated to pay and shall have paid to the Lessor under the Master Lease in accordance with Sections 15, 16 and 34 of the Master Lease (all such amounts payable by Sublessee being hereinafter referred to as "**Sublease Additional Rent**" and together with Sublease Base Rent, "**Sublease Rent**").
- 6.3 Section 17 of the Master Lease is hereby incorporated herein by reference and shall apply *mutatis mutandis* to the Sublessee's obligations with respect to the Sublease Rent.

7 Net Sublease

- 7.1 This Sublease is a net sublease and as between Sublessor and Sublessee it is intended that Sublessee shall pay all costs and expenses of every character, whether foreseen or unforeseen, to the extent that they are required to be paid hereunder or by the Sublessor under the Operative Documents with respect to the Equipment.
- 7.2 Each party shall provide such information as may be reasonably requested by the other party to confirm the payment of Sublease Rent, costs and expenses required to be paid by such party pursuant to this Sublease.
- 7.3 Section 19 of the Master Lease is hereby incorporated herein by reference and shall apply *mutatis mutandis* to Sublessee's obligations with respect to the Equipment under this Sublease.

8 Operational Obligations

- 8.1 The provisions of the Master Lease applicable to the Equipment, including Sections 9, 10, 11, 13, 14 and 24 of the Master Lease, (the "**Sublessee Operational Obligations**") are hereby incorporated herein by reference as though set forth in full and shall apply *mutatis mutandis* to Sublessee with respect to the Equipment. Sublessee shall perform all Sublessee Operational Obligations as if it were "Lessee" under the Master Lease. Sublessee agrees to operate, use, overhaul, repair, service, test, improve, modify, alter, insure and maintain the Equipment in accordance with the Sublessee Operational Obligations.
- 8.2 Sublessee shall include Sublessor as an additional insured under any insurance policies required to be obtained with respect to the Equipment under the Master Lease.
- 8.3 Sublessee agrees that its rights under this Sublease are subject to the inspection rights of Lessor and the Secured Party under the Master Lease.
- 8.4 Sublessee shall indemnify, defend and hold harmless Sublessor and keep Sublessor fully indemnified from and against all losses, costs or expenses (including reasonable attorneys fees and expenses) reasonably and properly incurred to the extent they arise out of or result from Sublessee's failure to comply with any of its obligations under this Sublease, including any such loss, cost or expense arising as a result of the negligence, bad faith, fraud or willful misconduct of Sublessee, its officers, employees, agents or representatives. Sublessee shall further indemnify, defend and hold harmless Sublessor from and against any third party claims that arise, directly or indirectly, out of Sublessee's use and operation of the Equipment. Sublessor shall indemnify, defend and hold harmless Sublessee and keep Sublessee fully indemnified from and against all losses, costs or expenses (including reasonable attorneys fees and expenses) reasonably and properly incurred to the extent they arise out of or result from Sublessor's failure to comply with any of its obligations under this Sublease, including any such loss, cost or expense arising as a result of the negligence, bad faith, fraud or willful misconduct of Sublessor, its officers, employees, agents or representatives.

9 Exercise Of Rights

- 9.1 Sublessee shall promptly notify Sublessor of the occurrence of any event or condition which requires notification to the Lessor or the Secured Party under the Operative Documents.
- 9.2 If at any time Sublessee is of the opinion that an option, election or notice should be exercised or given under the Operative Documents by the Sublessor, Sublessee shall notify Sublessor and Sublessor shall, following consultation with Sublessee, determine in its reasonable discretion, whether the option, election or notice is to be exercised or given under the Operative Documents, as the case may be. As between Sublessor and Sublessee, Sublessor agrees not to consent to any amendment or grant any waiver or release under any of the Operative Documents which would have a material adverse effect on Sublessee without the prior written approval of Sublessee, which approval may be granted or withheld in the sole and absolute discretion of Sublessee.

- 9.3 Sublessee and Sublessor will provide each other with all required or necessary information, certificates and other documents so as to enable (a) Sublessor to perform its obligations under the Operative Documents and (b) Sublessee to perform its obligations under this Sublease. Without limiting the foregoing, Sublessor shall provide to Sublessee within five (5) Business Days after the date of receipt any notice of any Event of Default under any of the Operative Documents.
- 9.4 In connection with any proceeding or contest under any Operative Document which would have a material adverse effect on Sublessee or its rights under this Sublease, Sublessor shall obtain the written approval of Sublessee, prior to asserting, defending or compromising any claim (such approval shall not be unreasonably withheld, delayed or conditioned).
- 9.5 The performance by Sublessee of any obligation hereunder shall discharge the corresponding obligation of Sublessor, as Lessee under the Master Lease pursuant to the Lease Assignment.

10 Events Of Default; Remedies

- 10.1 Each of the following events shall constitute a "**Sublease Event of Default**" (whether any such event shall be voluntary or involuntary or shall come about or be effected by operation of law or pursuant to or in compliance with any applicable law):
- 10.1.1 Sublessee shall fail to make any payment of Sublease Rent when due and such failure shall continue for ten (10) consecutive days after Sublessee shall have received written notice of such failure;
- 10.1.2 Sublessee shall fail to perform in all material respects any of its other obligations under this Sublease when due and such failure shall continue for ten (10) consecutive days after Sublessee shall have received written notice of such failure; or
- 10.1.3 Any event shall occur with respect to Sublessee or the Equipment that would constitute an Event of Default under the Operative Documents as if any such Event of Default were set forth herein in full and Sublessee were "Lessee" under the Master Lease.
- 10.2 If any Sublease Event of Default shall have occurred and be continuing, Sublessor, at its option and in its sole discretion, may declare this Sublease to be in default by written notice to Sublessee (provided that this Sublease shall be deemed to have been declared in default without the necessity of such written notice, upon the occurrence of any Event of Default described in Section 25(d), (e) or (f) of the Master Lease as applied to Sublessee pursuant to Section 10.1.3 hereof) and at its option may exercise any of the following rights, powers and remedies as Sublessor in its discretion shall determine to the extent not prohibited by applicable law:
- 10.2.1 proceed in accordance with the dispute resolution procedure set forth in Section 22 to enforce performance by Sublessee of the applicable covenants of this Sublease or to recover damages for the breach thereof, including reasonable attorneys' fees and expenses;

- 10.2.2** by notice in writing to Sublessee, terminate this Sublease as to any or all Equipment, whereupon all right of the Sublessee to the use of such Equipment shall absolutely cease and terminate, but Sublessee shall remain liable pursuant to Section 6 to make any payments due by Sublessor to Lessor under the Master Lease, if any, and in connection with such termination;
- 10.2.3** cause Sublessee, upon the written demand by Sublessor and at Sublessee's expense, to, and Sublessee shall, return any Equipment in accordance with all of the provisions of Section 24 of the Master Lease (as incorporated by reference pursuant to Section 8);
- 10.2.4** if it shall so elect (in its sole discretion), thereupon by its agents enter upon the premises of Sublessee or other premises, insofar (in the case of any such other premises) as Sublessee may be lawfully authorized so to permit, where any of the Equipment may be located or reasonably believed to be located, without judicial process, to the extent permitted by applicable law, and take immediate possession of and remove all or any of such Equipment and hold, possess, operate, lease and enjoy the same free from any right of Sublessee to use the Equipment. Sublessee shall promptly execute and deliver to Sublessor such documents as Sublessor may deem reasonably necessary or advisable to enable Sublessor or its agent to obtain possession of such Equipment; or
- 10.2.5** subject to Section 22, exercise any other right, power or remedy which may then be available under this Sublease or which may be available to Sublessor under applicable law to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Sublease.
- 10.3** In addition, Sublessee shall be liable, except as otherwise provided above, for any and all accrued and/or unpaid Sublease Rent due hereunder before or during the exercise of any of the foregoing rights, powers or remedies and for all legal fees and expenses and other costs and expenses incurred by Sublessor by reason of the occurrence of any Sublease Event of Default or the exercise of any of Sublessor's rights, powers or remedies with respect thereto, including all costs and expenses incurred in connection with (i) the surrender or repossession of the Equipment, (ii) in placing the Equipment in the condition required hereby, (iii) in obtaining any appraisal of any Equipment required for purposes of exercising Sublessor's remedies with respect thereto, and (iv) to the extent of any such payment, the payment of the cost and expenses of the other parties to the Operative Documents incurred by such parties in connection with such Sublease Event of Default, together, in each case, with interest thereon at the rate per annum specified in Section 17 of the Master Lease from the scheduled payment date to actual date payment is made.
- 10.4** Except as otherwise expressly agreed herein, the remedies provided in this Sublease in favor of Sublessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. Sublessee hereby waives and agrees to waive, any and all rights, defenses and excuses available to it under all applicable law, now or

hereafter in effect, which might limit or modify the remedies herein provided. Sublessee hereby waives any and all existing or future claims to any offset against the Sublease Rent payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by Sublessee or on its behalf.

10.5 Except as otherwise provided in this Sublease, Sublessee, to the full extent now or hereafter effective under applicable law, hereby waives all statutory or other legal requirements for any notice of any kind, any other requirements with respect to the enforcement of Sublessor's rights under this Sublease and any and all rights of redemption.

10.6 The failure of Sublessor or any of its permitted assigns to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies, or upon the occurrence of any similar contingencies.

11 Notices

Unless otherwise expressly specified or permitted by the terms hereof, notices and other communications required to be given or made under the terms hereof shall be in writing. Any such communication or notice shall be deemed to have been duly made or given when (i) delivered personally or (ii) in the case of mail delivery upon receipt or (iii) in the case of transmission by facsimile upon telephone confirmation and with returned facsimile confirmation.

Notices shall be addressed as follows:

Name of Party:

Sublessor

BP AMOCO CHEMICAL COMPANY

150 W. Warrenville Road

Mail Code 605-2W

Naperville, IL 60563

Telephone: (630) 420-5656

Facsimile: (630) 961-7920

Attention: Rail Equipment Supervisor

Sublessee

INNOVENE POLYETHYLENE NORTH AMERICA

2600 South Shore Boulevard

League City, TX 77573

Telephone: (630) 857-7085

Facsimile: (630) 857-7367

Attention: Chris Hawes

Each party may from time to time designate by notice in writing to the other party a different address for communications and notices.

12 Payment

All payments to be made hereunder by Sublessee shall be made to the bank account of Sublessor specified on Schedule D hereto or such other account as Sublessor may specify in writing.

13 Expenses

Sublessee shall reimburse Sublessor for any expenses and other transaction costs paid by Sublessor in connection with the Equipment under the Master Lease or any other Operative Document not otherwise provided for in Section 6.2 hereof.

Except as otherwise provided in this Sublease, each party shall bear its own expenses in connection with this Sublease and the transactions contemplated hereby.

14 Sublessor's Right to Perform for Sublessee

If Sublessee fails to perform or comply with any of its agreements contained herein (including Sublessee's agreements to make any payment of Sublease Rent), Sublessor may upon notice to Sublessee (but shall be under no obligation to) perform or comply with such agreement, and the amount of the reasonable costs and expenses of Sublessor incurred in connection therewith, with interest on such amount at the rate per annum specified in Section 17 of the Master Lease, shall be deemed additional Sublease Rent, payable by Sublessee upon demand. No such performance or compliance by Sublessor shall be deemed a waiver of any Sublease Event of Default or the right and remedies of Sublessor against Sublessee hereunder.

15 Sublessee's Right to Perform for Sublessor

If Sublessor fails to pay Rental Payments or additional rent in accordance with Sections 6, 15, 16 and 34 of the Master Lease, as applicable, Sublessee may upon notice to Sublessor (but shall be under no obligation to) make such payment directly to Lessor, and the amount of the reasonable costs and expenses of Sublessee incurred in connection therewith, with interest on such amount at the rate per annum specified in Section 17 of the Master Lease, shall be payable by Sublessor upon demand.

16 Assignment; Subleasing

16.1 Sublessor shall not assign its rights and obligations under this Sublease without the prior consent of Sublessee, such consent not to be unreasonably withheld, delayed or conditioned.

16.2 The Sublessee shall be entitled to sublease the Equipment only with the prior written consent of Sublessor, such consent not to be unreasonably withheld, delayed or conditioned, and subject to the satisfaction of the conditions described in Section 22 of the Master Lease including any consents of other parties required thereunder.

17 Amendments

Subject to Section 9.2, this Sublease may not be amended, terminated, supplemented, waived or modified except by a document signed in writing by the parties hereto.

18 Benefits and Binding Effect

The terms of this Sublease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The Lessor and the Secured Party (so long as the Security Agreement is in effect) shall be express third party beneficiaries of Sections 3.3, 4 and 8.3.

19 Counterparts

This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and same instrument.

20 Further Assurances

Sublessee will from time to time do and perform in a timely manner any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, re-register, rerecord or redeposit whenever required) any and all further instruments required by applicable law (including, without limitation, continuation statements) or reasonably requested by Sublessor for the purpose of proper protection, to the satisfaction of Sublessor of its interests in the Equipment, or for the purpose of carrying out the intention of this Sublease, the Master Lease and the other Operative Documents. Sublessor will cooperate with Sublessee in connection with any such action.

21 Certain Limitations

SUBLESSOR SUBLEASES THE EQUIPMENT IN "AS-IS, WHERE-IS" CONDITION. SUBLESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY SUBLESSEE.

Section 8 of the Master Lease is hereby incorporated herein by reference and shall apply *mutatis mutandis* to Sublessee with respect to the warranties and claims related thereto applicable to the Equipment under this Sublease.

22 Submission to Jurisdiction/Dispute Resolution

22.1 Arbitration Any dispute arising out of or in connection with the Sublease shall be referred to and finally resolved by arbitration at the written request of either Sublessor or Sublessee under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), which AAA Rules are deemed to be incorporated by reference into this Section 22.1.

22.2 Litigation; Exclusive Jurisdiction; Waiver of Jury Trial Notwithstanding anything herein to the contrary, either Sublessee or Sublessor shall have the right to initiate litigation to toll any statute of limitations or to seek injunctive relief or other equitable remedy if, in such party's good faith judgment, each action is deemed necessary to avoid irreparable damage or to maintain the status quo pending arbitration. Sublessor and Sublessee agree to submit to the exclusive jurisdiction of the courts of New York. Each of Sublessee and Sublessor hereby irrevocably and unconditionally consents to the jurisdiction of the state and federal courts of New York, and irrevocably waives any objection that it may have to the bringing of any action or proceeding in such courts. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY DISPUTE INVOLVING THIS SUBLEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23 Governing Law

THIS SUBLEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW §5-1401).

24 Severability

If any provision of this Sublease, including any phrase, sentence, clause, Section or subsection, is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. If any provision of this Sublease shall be adjudged to be excessively broad as to duration, geographical scope, activity or subject, the parties hereto intend that such provision shall be deemed modified to the minimum degree necessary to make such provision valid and enforceable under applicable law and that such modified provision shall thereafter be enforced to the fullest extent possible.

[Remainder of page intentionally left blank, signature page(s) to follow.]

IN WITNESS WHEREOF, each of Sublessor and Sublessee has caused this Sublease to be duly executed by an authorized representative as of the day and year first above written.

SUBLESSOR

BP AMOCO CHEMICAL COMPANY

By: 

Name: D. B. Pinkert

Title: Vice President

SUBLESSEE

INNOVENE POLYETHYLENE NORTH AMERICA

By: _____

Name:

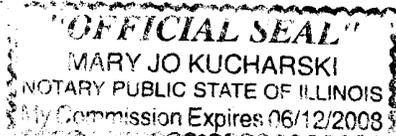
Title:

SURFACE TRANSPORTATION BOARD ACKNOWLEDGEMENT

STATE OF Illinois)

COUNTY OF DuPage)

On this 15th day of March, 2006, before me personally appeared D. B. Pinkert to me personally known, being by me duly sworn, says that s/he is the Vice President of BP Amoco Chemical Company (the "Company") and that the said instrument attached hereto was signed on behalf of the Company under the authority of its partners and s/he acknowledged that the execution of the said instrument was the free act and deed of the Company.



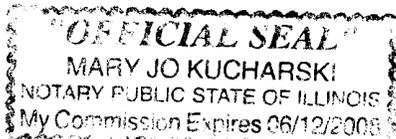
Mary Jo Kucharski
Notary Public in and for the State of Illinois.

REGISTRAR GENERAL ACKNOWLEDGEMENT

STATE OF Illinois)

COUNTY OF DuPage)

On this 15th day of March, 2006, before me personally appeared D. B. Pinkert to me personally known, being by me duly sworn, says that s/he is the Vice President of BP Amoco Chemical Company (the "Company") and that the said instrument attached hereto was signed on behalf of the Company under the authority of its partners and s/he acknowledged that the execution of the said instrument was the free act and deed of the Company.



Mary Jo Kucharski
Notary Public in and for the State of Illinois.

IN WITNESS WHEREOF, each of Sublessor and Sublessee has caused this Sublease to be duly executed by an authorized representative as of the day and year first above written.

SUBLESSOR

BP AMOCO CHEMICAL COMPANY

By: _____

Name:

Title:

SUBLESSEE

INNOVENE POLYETHYLENE NORTH AMERICA

By: _____

Name:

Title:

SCHEDULE A
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

| <u>Equipment ID</u> |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| ELTX 002000 | ELTX 002052 | ELTX 002103 | ELTX 002157 | ELTX 002211 |
| ELTX 002001 | ELTX 002053 | ELTX 002104 | ELTX 002158 | ELTX 002212 |
| ELTX 002002 | ELTX 002054 | ELTX 002105 | ELTX 002159 | ELTX 002213 |
| ELTX 002003 | ELTX 002055 | ELTX 002106 | ELTX 002160 | ELTX 002214 |
| ELTX 002004 | ELTX 002056 | ELTX 002107 | ELTX 002161 | ELTX 002215 |
| ELTX 002005 | ELTX 002057 | ELTX 002108 | ELTX 002162 | ELTX 002216 |
| ELTX 002006 | ELTX 002058 | ELTX 002109 | ELTX 002163 | ELTX 002217 |
| ELTX 002007 | ELTX 002059 | ELTX 002110 | ELTX 002164 | ELTX 002218 |
| ELTX 002008 | ELTX 002060 | ELTX 002111 | ELTX 002165 | ELTX 002219 |
| ELTX 002009 | ELTX 002061 | ELTX 002112 | ELTX 002166 | ELTX 002221 |
| ELTX 002010 | ELTX 002062 | ELTX 002113 | ELTX 002168 | ELTX 002222 |
| ELTX 002012 | ELTX 002063 | ELTX 002114 | ELTX 002169 | ELTX 002223 |
| ELTX 002013 | ELTX 002064 | ELTX 002115 | ELTX 002170 | ELTX 002224 |
| ELTX 002014 | ELTX 002065 | ELTX 002116 | ELTX 002171 | ELTX 002225 |
| ELTX 002015 | ELTX 002066 | ELTX 002117 | ELTX 002172 | ELTX 002226 |
| ELTX 002016 | ELTX 002067 | ELTX 002118 | ELTX 002173 | ELTX 002227 |
| ELTX 002017 | ELTX 002068 | ELTX 002119 | ELTX 002174 | ELTX 002228 |
| ELTX 002018 | ELTX 002069 | ELTX 002120 | ELTX 002175 | ELTX 002229 |
| ELTX 002019 | ELTX 002070 | ELTX 002121 | ELTX 002176 | ELTX 002230 |
| ELTX 002020 | ELTX 002071 | ELTX 002122 | ELTX 002177 | ELTX 002231 |
| ELTX 002021 | ELTX 002072 | ELTX 002123 | ELTX 002178 | ELTX 002232 |
| ELTX 002022 | ELTX 002073 | ELTX 002124 | ELTX 002179 | ELTX 002233 |
| ELTX 002023 | ELTX 002074 | ELTX 002125 | ELTX 002180 | ELTX 002234 |
| ELTX 002024 | ELTX 002075 | ELTX 002126 | ELTX 002181 | ELTX 002235 |
| ELTX 002025 | ELTX 002076 | ELTX 002127 | ELTX 002182 | ELTX 002238 |
| ELTX 002026 | ELTX 002077 | ELTX 002129 | ELTX 002183 | ELTX 002240 |
| ELTX 002027 | ELTX 002078 | ELTX 002130 | ELTX 002184 | ELTX 002241 |
| ELTX 002028 | ELTX 002079 | ELTX 002131 | ELTX 002185 | ELTX 002242 |
| ELTX 002029 | ELTX 002080 | ELTX 002133 | ELTX 002186 | ELTX 002243 |
| ELTX 002030 | ELTX 002081 | ELTX 002134 | ELTX 002187 | ELTX 002245 |
| ELTX 002031 | ELTX 002082 | ELTX 002135 | ELTX 002188 | ELTX 002246 |
| ELTX 002032 | ELTX 002083 | ELTX 002136 | ELTX 002189 | ELTX 002247 |
| ELTX 002033 | ELTX 002084 | ELTX 002137 | ELTX 002190 | ELTX 002249 |
| ELTX 002034 | ELTX 002085 | ELTX 002138 | ELTX 002192 | ELTX 002250 |
| ELTX 002035 | ELTX 002086 | ELTX 002139 | ELTX 002193 | ELTX 002251 |
| ELTX 002036 | ELTX 002087 | ELTX 002140 | ELTX 002194 | ELTX 002253 |
| ELTX 002037 | ELTX 002088 | ELTX 002141 | ELTX 002195 | ELTX 002254 |
| ELTX 002038 | ELTX 002089 | ELTX 002142 | ELTX 002196 | ELTX 002255 |
| ELTX 002039 | ELTX 002090 | ELTX 002143 | ELTX 002197 | ELTX 002256 |
| ELTX 002040 | ELTX 002091 | ELTX 002144 | ELTX 002198 | ELTX 002258 |
| ELTX 002041 | ELTX 002092 | ELTX 002145 | ELTX 002199 | ELTX 002259 |
| ELTX 002042 | ELTX 002093 | ELTX 002146 | ELTX 002200 | ELTX 002260 |
| ELTX 002043 | ELTX 002094 | ELTX 002147 | ELTX 002202 | ELTX 002261 |
| ELTX 002044 | ELTX 002095 | ELTX 002148 | ELTX 002203 | ELTX 002262 |
| ELTX 002045 | ELTX 002096 | ELTX 002149 | ELTX 002204 | ELTX 002263 |
| ELTX 002046 | ELTX 002097 | ELTX 002150 | ELTX 002205 | ELTX 002265 |

SCHEDULE A
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

ELTX 002047	ELTX 002098	ELTX 002151	ELTX 002206	ELTX 002267
ELTX 002048	ELTX 002099	ELTX 002153	ELTX 002207	ELTX 002268
ELTX 002049	ELTX 002100	ELTX 002154	ELTX 002208	ELTX 002270
ELTX 002050	ELTX 002101	ELTX 002155	ELTX 002209	ELTX 002271
ELTX 002051	ELTX 002102	ELTX 002156	ELTX 002210	ELTX 002272

<u>Equipment ID</u>	<u>Equipment ID</u>	<u>Equipment ID</u>	<u>Equipment ID</u>
ELTX 002211	ELTX 002276	ELTX 002011	ELTX 002321
ELTX 002212	ELTX 002277	ELTX 002128	ELTX 002322
ELTX 002213	ELTX 002280	ELTX 002132	ELTX 002323
ELTX 002214	ELTX 002282	ELTX 002152	ELTX 002324
ELTX 002215	ELTX 002285	ELTX 002167	ELTX 002325
ELTX 002216	ELTX 002286	ELTX 002201	ELTX 002326
ELTX 002217	ELTX 002287	ELTX 002220	ELTX 002327
ELTX 002218	ELTX 002290	ELTX 002236	ELTX 002328
ELTX 002219	ELTX 002291	ELTX 002237	ELTX 002329
ELTX 002221		ELTX 002239	ELTX 002330
ELTX 002222		ELTX 002244	ELTX 002331
ELTX 002223		ELTX 002248	ELTX 002332
ELTX 002224		ELTX 002252	ELTX 002333
ELTX 002225		ELTX 002257	ELTX 002334
ELTX 002226		ELTX 002264	ELTX 002335
ELTX 002227		ELTX 002266	ELTX 002336
ELTX 002228		ELTX 002269	ELTX 002337
ELTX 002229		ELTX 002274	ELTX 002338
ELTX 002230		ELTX 002278	ELTX 002339
ELTX 002231		ELTX 002279	ELTX 002340
ELTX 002232		ELTX 002281	ELTX 002341
ELTX 002233		ELTX 002283	ELTX 002342
ELTX 002234		ELTX 002288	ELTX 002343
ELTX 002235		ELTX 002289	ELTX 002344
ELTX 002238		ELTX 002292	ELTX 002345
ELTX 002240		ELTX 002293	ELTX 002346
ELTX 002241		ELTX 002294	ELTX 002347
ELTX 002242		ELTX 002295	ELTX 002348
ELTX 002243		ELTX 002296	ELTX 002349
ELTX 002245		ELTX 002297	ELTX 002350
ELTX 002246		ELTX 002298	ELTX 002351
ELTX 002247		ELTX 002299	ELTX 002352
ELTX 002249		ELTX 002300	ELTX 002353
ELTX 002250		ELTX 002301	ELTX 002354
ELTX 002251		ELTX 002302	ELTX 002355
ELTX 002253		ELTX 002303	ELTX 002356
ELTX 002254		ELTX 002304	ELTX 002357
ELTX 002255		ELTX 002305	ELTX 002358
ELTX 002256		ELTX 002306	ELTX 002359
ELTX 002258		ELTX 002307	ELTX 002360
ELTX 002259		ELTX 002308	ELTX 002361
ELTX 002260		ELTX 002309	ELTX 002362
ELTX 002261		ELTX 002310	ELTX 002363

SCHEDULE A
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

ELTX 002262
ELTX 002263
ELTX 002265
ELTX 002267
ELTX 002268
ELTX 002270
ELTX 002271
ELTX 002272
ELTX 002273
ELTX 002275

ELTX 002311
ELTX 002312
ELTX 002313
ELTX 002314
ELTX 002315
ELTX 002316
ELTX 002317
ELTX 002318
ELTX 002319
ELTX 002320

ELTX 002364
ELTX 002365
ELTX 002366
ELTX 002367
ELTX 002368
ELTX 002369
ELTX 002370
ELTX 002372
ELTX 002373
ELTX 002374

SCHEDULE B
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

Termination Date for each item of Equipment
under the Sublease Agreement:

February 12, 2013

SCHEDULE C
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

REVISED BASIC RENT FACTORS AND RENT AMOUNTS
(Connell II/Verizon Equipment Lease)

\$18,221,390.01: Original Equipment Cost (372 remaining cars)
375: Original Car Count
372: Revised Car Count (less: ELTX 2191, 2284 and 2371)

<u>Date</u>	<u>Total Rent</u>	<u>Arrears Rent</u>	<u>Advance Rent</u>	<u>Mass Mutual Life IFM Trade¹</u>	<u>Mass Mutual Pension Mgt GIA</u>	<u>MML Pension</u>	<u>Verizon</u>
08/13/2003	\$436,169.58	\$436,169.58	\$0.00	\$275,484.64	\$130,065.75	\$30,619.10	\$0.09
02/13/2004	\$1,320,169.89	\$1,320,169.89	\$0.00	\$674,794.82	\$318,593.76	\$75,000.94	\$251,780.37
08/13/2004	\$410,214.09	\$410,214.09	\$0.00	\$259,091.16	\$122,325.82	\$28,797.03	\$0.09
02/13/2005	\$1,346,125.38	\$1,346,125.38	\$0.00	\$647,622.99	\$305,765.01	\$71,980.90	\$320,758.48
08/13/2005	\$385,085.01	\$385,085.01	\$0.00	\$243,219.63	\$114,832.32	\$27,032.96	\$0.10
02/13/2006	\$2,525,693.12	\$1,371,254.46	\$1,154,438.60	\$1,595,227.71	\$753,161.66	\$177,303.65	\$0.10
08/13/2006	\$601,900.82	\$0.00	\$601,900.82	\$187,990.10	\$88,756.57	\$20,894.41	\$304,259.73
02/13/2007	\$1,392,349.72	\$0.00	\$1,392,349.72	\$802,257.69	\$378,773.35	\$89,167.97	\$122,150.71
08/13/2007	\$363,989.75	\$0.00	\$363,989.75	\$162,897.27	\$76,909.38	\$18,105.43	\$106,077.67
02/13/2008	\$1,551,260.57	\$0.00	\$1,551,260.57	\$979,776.11	\$462,585.87	\$108,898.49	\$0.10
08/13/2008	\$205,078.90	\$0.00	\$205,078.90	\$129,527.77	\$61,154.50	\$14,396.53	\$0.09
02/13/2009	\$1,580,705.44	\$0.00	\$1,580,705.44	\$998,373.50	\$471,366.33	\$110,965.52	\$0.09
08/13/2009	\$175,634.02	\$0.00	\$175,634.02	\$110,930.39	\$52,374.03	\$12,329.50	\$0.09
02/13/2010	\$1,580,705.45	\$0.00	\$1,580,705.45	\$998,373.50	\$471,366.33	\$110,965.52	\$0.10
08/13/2010	\$175,634.03	\$0.00	\$175,634.03	\$110,930.39	\$52,374.04	\$12,329.50	\$0.09
02/13/2011	\$1,580,705.43	\$0.00	\$1,580,705.43	\$998,373.49	\$471,366.33	\$110,965.51	\$0.10
08/13/2011	\$175,634.02	\$0.00	\$175,634.02	\$110,930.38	\$52,374.04	\$12,329.50	\$0.09
02/13/2012	\$1,580,705.53	\$0.00	\$1,580,705.53	\$297,586.29	\$140,500.68	\$33,075.62	\$1,109,542.94
08/13/2012	\$175,633.95	\$0.00	\$175,633.95	\$0.00	\$0.00	\$0.00	\$175,633.95

45117520.6\10304885\ELTX 2284 and 2371

<u>Date</u>	<u>Total Rent</u>	<u>Arrears Rent</u>	<u>Advance Rent</u>	<u>Mass Mutual Life IFM Trade¹</u>	<u>Mass Mutual Pension Mgt GIA</u>	<u>MML Pension</u>	<u>Verizon</u>
08/13/2003	2.393722877	2.393722877	0.000000000	1.511875013	0.713808036	0.168039338	0.000000490
02/13/2004	7.245165671	7.245165671	0.000000000	3.703311430	1.748460256	0.411609326	1.381784659
08/13/2004	2.251277716	2.251277716	0.000000000	1.421906676	0.671330875	0.158039675	0.000000490
02/13/2005	7.387610831	7.387610831	0.000000000	3.554190917	1.678055334	0.395035190	1.760329390
08/13/2005	2.113367920	2.113367920	0.000000000	1.334802838	0.630206152	0.148358385	0.000000545
02/13/2006	13.861144063	7.525520627	6.335623136	8.754698225	4.133392998	0.973052296	0.000000544
08/13/2006	3.303265111	0.000000000	3.303265111	1.031700126	0.487100996	0.114669672	1.669794317
02/13/2007	7.641292578	0.000000000	7.641292578	4.402834761	2.078729147	0.489358797	0.670369873
08/13/2007	1.997595969	0.000000000	1.997595969	0.893989259	0.422082958	0.099363589	0.582160163
02/13/2008	8.513404112	0.000000000	8.513404112	5.377065663	2.538696956	0.597640949	0.000000544
08/13/2008	1.125484380	0.000000000	1.125484380	0.710855616	0.335619298	0.079008976	0.000000490
02/13/2009	8.674999202	0.000000000	8.674999202	5.479129172	2.586884602	0.608984938	0.000000490
08/13/2009	0.963889236	0.000000000	0.963889236	0.608792161	0.287431598	0.067664987	0.000000490
02/13/2010	8.674999257	0.000000000	8.674999257	5.479129172	2.586884602	0.608984938	0.000000545
08/13/2010	0.963889290	0.000000000	0.963889290	0.608792161	0.287431653	0.067664987	0.000000489
02/13/2011	8.674999148	0.000000000	8.674999148	5.479129118	2.586884602	0.608984884	0.000000544
08/13/2011	0.963889236	0.000000000	0.963889236	0.608792106	0.287431653	0.067664987	0.000000490
02/13/2012	8.674999692	0.000000000	8.674999692	1.833170059	0.771075555	0.181520812	6.089233266
08/13/2012	0.963888855	0.000000000	0.963888855	0.000000000	0.000000000	0.000000000	0.963888855

SCHEDULE D
TO THE SUBLEASE AGREEMENT
DATED AS OF MARCH 16, 2006

Bank Account Information:

BP Amoco Chemical Co
4101 Winfield Rd
Warrenville, IL 60555

Citibank N.A. New York, NY
Account No: 39001764
ABA: 21000089