

RECEIVED
SURFACE TRANSPORTATION BOARD

**FULBRIGHT & JAWORSKI
LLP.**

MAY 15 8 53 AM '01

A REGISTERED LIMITED LIABILITY PARTNERSHIP
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095

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WASHINGTON, D.C.
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713/651-5558

RECORDATION NO. 21408 FILED

May 14, 1998

MAY 15 '98 8-53 AM

Re: Primary and Secondary Documents for Recordation at the Surface
Transportation Board

Surface Transportation Board
1925 K Street N.W., Suite 700
Washington, D.C. 20423

RECORDATION NO. 21408 FILED A, B, C
MAY 15 '98 8-53 AM

Dear Sirs:

Pursuant to the provisions of 49 U.S.C. § 11301 and 49 C.F.R. Part 1177,
enclosed please find an original and one copy of the primary and secondary documents
described below for recordation at the Surface Transportation Board.

- (i) Primary Document - Equipment Lease Agreement dated May 1, 1998.

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

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee: Solvay Minerals, Inc.
3333 Richmond Avenue
Houston, Texas 77098

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

Lease Agreement between Wilmington Trust
Company, as lessor, and Solvay Minerals, Inc., as
lessee, dated as of May 1, 1998.

- (ii) Secondary Document - Trust Indenture and Security Agreement dated
May 1, 1998.

Countersignatures - M.S. [unclear]

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

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

Indenture Trustee: State Street Bank and Trust Company
 Goodwin Square
 225 Asylum Street
 Hartford, Connecticut 06103

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

Trust Indenture and Security Agreement between
Wilmington Trust Company, as owner trustee, and
State Street Bank and Trust Company, as indenture
trustee, dated as of May 1, 1998.

(iii) Secondary Document - Lease Supplement No. 1 dated May 15, 1998.

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

Lessor: Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19890-0001

Lessee: Solvay Minerals, Inc.
 3333 Richmond Avenue
 Houston, Texas 77098

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

Supplement to Equipment Lease Agreement between
Wilmington Trust Company, as lessor, and Solvay
Minerals, Inc., as lessee, dated as of May 15, 1998.

~~(iv)~~ Secondary Document - Indenture Supplement No. 1 dated May 15, 1998.

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

Surface Transportation Board
May 14, 1998
Page 3

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

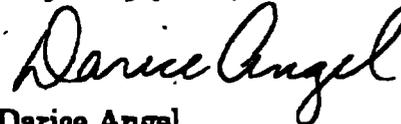
Lessee: Solvay Minerals, Inc.
3333 Richmond Avenue
Houston, Texas 77098

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

Supplement to Trust Indenture and Security Agreement between Wilmington Trust Company, as owner trustee, and State Street Bank and Trust Company, as indenture trustee, dated as of May 1, 1998.

Please stamp and return the additional copy provided. Should you have any questions or require further information, please do not hesitate to contact me at (713) 651-5558.

Very truly yours,



Darice Angel
Senior Legal Assistant

Enclosures
Via Hand Delivery

RECORDATION NO. 21408-C FILED

MAY 15 '98

8-53 AM

**INDENTURE SUPPLEMENT NO 1
(Solvay Minerals Equipment Trust 1998)**

INDENTURE SUPPLEMENT No. 1 (Solvay Minerals Equipment Trust 1998) dated May 15, 1998 of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Solvay Minerals Equipment Trust 1998) dated as of May 1, 1998 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (Solvay Minerals Equipment Trust 1998) dated as of May 1, 1998 (herein called the "Indenture") between the Owner Trustee and State Street Bank and Trust Company, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Equipment included in the Trust Indenture Estate, and shall specifically mortgage such Equipment, or Replacement Equipment, as the case may be, to the Indenture Trustee.

WHEREAS, the Indenture relates to the Equipment described in Schedule A hereto and a counterpart of the Indenture is attached hereto and made a part hereof and this Indenture Supplement, together with such counterpart of the Indenture, is being filed for recordation on the date hereof with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301 and deposited with The Office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act as one document.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Noteholders and the Note Purchasers and in the Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee and under the Guaranty by the Guarantor, in each case, to the Note Purchasers and/or the Noteholders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign,

transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

(a) all of the units of property and equipment described in Schedule A hereto;

(b) all accessories, equipment, appliances, parts and appurtenances of whatever nature appertaining or attached to any units of property and equipment described in Schedule A hereto, whether now owned or hereafter acquired by the Owner Trustee; and

(c) all substitutions, renewals or replacements of the property and equipment described in Schedule A hereto and all property which shall hereafter become physically attached to or incorporated in such property or equipment, whether the same are now owned or hereafter acquired by the Owner Trustee.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 1 of even date herewith (other than Excepted Payments, if any) covering the property described in Schedule A hereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Note Purchasers and the Noteholders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that all Items of Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and are included in the

property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual
capacity but solely as
Owner Trustee

By 
Title: DONALD G. MACKELCAN
ASSISTANT VICE PRESIDENT

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE §
COUNTY OF NEW CASTLE §

On this 11th day of May, 1998, before me personally appeared Donald G. MacKelcan, to me known, who, being by me duly sworn, did depose and say that he/she is a Assistant Vice President of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Debra Eberly
Notary Public in and for
DELAWARE of Delaware

My Commission Expires:

NOTARY PUBLIC
My Commission expires December 13, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE §
COUNTY OF NEW CASTLE §

On this 11th day of May, 1998, before me personally appeared Donald G. MacKelcan, to me personally known, being by me duly sworn, says that he/she is a Assistant Vice President of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on May 11, 1998 and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Debra Eberly
Notary Public in and for
the State of Delaware

My Commission Expires:

DEBRA EBERLY
NOTARY PUBLIC
My Commission expires December 13, 1998

SCHEDULE A
to
Indenture Supplement

DESCRIPTION OF EQUIPMENT

180 Center Flow® covered hopper rail cars of 4,650 cu. ft. capacity initialled SMNX and numbered 1066 to 1245 (inclusive), together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.