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April 26, 2013

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Indenture Release (Solvay Minerals Equipment Trust 1998), a secondary document, dated as of April 26, 2013. The primary document to which this is connected is recorded under Recordation No. 21408-B. We request that this document be recorded under Recordation No. 21408-H.

The name and address of the party to the Indenture Release (Solvay Minerals Equipment Trust 1998) is:

Indenture Trustee:

U.S. Bank National Association  
225 Asylum Street  
Hartford, CT 06103

A description of the equipment covered by the termination in Indenture Release (Solvay Minerals Equipment Trust 1998) consists of 179 covered hopper cars numbered SMNX 1066-1135, inclusive, and 1137-1245, inclusive.

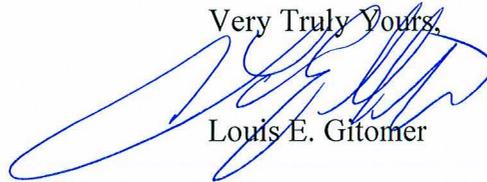
A fee of \$42.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204  
Lou\_Gitomer@verizon.net

Ms. Cynthia T. Brown  
April 26, 2013  
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A short summary of the document to appear in the index follows: Indenture Release (Solvay Minerals Equipment Trust 1998) by U.S. Bank National Association, 225 Asylum Street, Hartford, CT 06103, covering 179 covered hopper cars numbered SMNX 1066-1135, inclusive, and 1137-1245, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

**INDENTURE RELEASE**  
**(Solvay Minerals Equipment Trust 1998)**

THIS INDENTURE RELEASE (Solvay Minerals Equipment Trust 1998), dated April 26, 2013 (this "Indenture Release"), of U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Solvay Minerals Equipment Trust 1998) dated as of May 1, 1998 (including Indenture Supplement No. 1 (Solvay Minerals Equipment Trust 1998) dated May 15, 1998 and all other supplements thereto, the "Indenture"), between the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, such Trust Indenture and Security Agreement was recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301 on May 15, 1998 under Recordation No. 21408-B, and deposited in the Office of the Registrar General of Canada pursuant to Section 105 of The Canada Transportation Act on May 15, 1998;

WHEREAS, on the date hereof, pursuant to Section 27(a) of the Lease, Solvay Chemicals, Inc. (formerly known as Solvay Minerals, Inc.) (the "Lessee") has purchased all right, title and interest of the Owner Trustee in and to the railcars described in Schedule I attached hereto, together with any and all parts, appurtenances and other equipment or property attached to such railcars (the railcars described on Schedule I attached hereto, collectively the "Released Equipment"), which constitute all of the railcars subject to the Lease as of the date hereof;

WHEREAS, the Indenture Trustee acknowledges receipt of payment on the date hereof of an amount (the "Prepayment Amount") equal to the sum of the aggregate unpaid principal amount of the Notes outstanding on the date hereof, plus the accrued and unpaid interest on the Notes to the date hereof, plus the Make Whole Premium Amount, if any, payable with respect to the Notes, plus all other amounts, if any, due and payable on the date hereof under the Indenture and the other Operative Documents to the Noteholders;

WHEREAS, pursuant to Sections 2.14(a)(iii) and 10.01(b) of the Indenture and Section 27(d) of the Lease, upon prepayment in full of the Notes and pursuant to direction from the Owner Trustee, the Indenture Trustee is required to release the Released Equipment from the Lien of the Indenture; and

WHEREAS, pursuant to Section 10.01(b) of the Indenture, the Indenture and the Lien created thereby have terminated and the Owner Trustee has directed the Indenture Trustee to execute this Indenture Release to release the Released Equipment, the Lease and all other properties included in the Trust Indenture Estate from the Lien of the Indenture.

NOW, THEREFORE, the Indenture Trustee does agree and stipulate as follows, intending to be legally bound:

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, dated as of May 1, 1998, among General Electric Capital Corporation, Wilmington

Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, the Lessee, the Indenture Trustee and others, as such Schedule X shall have been amended to and including the date hereof.

2. The Indenture Trustee acknowledges (a) receipt of payment of the Prepayment Amount, (b) that the entire outstanding principal amount of the Notes has been prepaid in full, and (c) payment in full of (i) the accrued and unpaid interest on the Notes to the date hereof, (ii) the Make Whole Premium Amount, if any, payable with respect to the Notes and (iii) all other amounts, if any, due and payable on the date hereof under the Indenture and the other Operative Documents to the Noteholders.

3. All of the Released Equipment is hereby released from the Lien of the Indenture, and the Indenture Trustee releases any and all claims in or to the Released Equipment.

4. Pursuant to Section 10.01(b) of the Indenture, the Indenture and the Lien created thereby are terminated and the Lease and all other properties included in the Trust Indenture Estate are released from the Lien thereof. The Indenture Trustee hereby authorizes the filing, in all applicable jurisdictions, of a UCC financing statement termination (which may be on Form UCC-3) to reflect the termination of the Lien of the Indenture.

5. THIS INDENTURE RELEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

[Remainder of page intentionally left blank]

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

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Indenture Trustee

By: Crystal Maston  
Name: Crystal Maston  
Title: Vice President

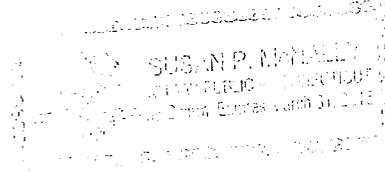
**SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT**

STATE OF CONNECTICUT)  
 )  
COUNTY OF HARTFORD )

On this 24 day of April 2013, before me personally appeared Crystal Maston, he/she known, who, being by me duly sworn, did depose and say that he/she is the Vice President of U.S. BANK NATIONAL ASSOCIATION, the national banking association described in and which executed the foregoing instrument; and that he/she signed his/her name thereto under the general authority of the bylaws of said national banking association.

Susan P. McNally  
Notary Public in and for the State of Connecticut

My Commission Expires:

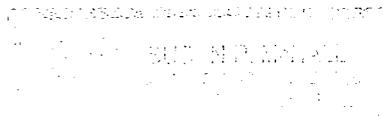


**REGISTRAR GENERAL ACKNOWLEDGMENT**

STATE OF CONNECTICUT)  
 )  
COUNTY OF HARTFORD )

On this 24 day of April, 2013, before me personally appeared Crystal Maston me personally known, being by me duly sworn, says that he/she is the Vice President of U.S. BANK NATIONAL ASSOCIATION (the "Bank"), and that the said instrument attached hereto was signed on behalf of the Bank under the general authority of the bylaws of the Bank, and he/she acknowledged that the execution of said instrument was the act and deed of the Bank.

Susan P. McNally  
Notary Public in and for  
the State of Connecticut



**SCHEDULE I**  
**to**  
**INDENTURE RELEASE**  
**(Solvay Minerals Equipment Trust 1998)**

**DESCRIPTION OF RELEASED EQUIPMENT**

One hundred seventy-nine (179) Center Flow® covered hopper railcars of 4,650 cubic foot capacity, initialed SMNX and numbered:

1066 through 1135, inclusive

1137 through 1245, inclusive