

RECORDATION NO. 19833-U FILED

FEB 18 '11 -1 00 PM

**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

February 18, 2011

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, dated January 1, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Commission and the Board under Recordation Number 19833.

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

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

Lessee:                   Solvay Chemicals, Inc.  
                                  (f/k/a Solvay Minerals, Inc.)  
                                  3333 Richmond Avenue  
                                  Houston, TX 77098

Chief  
Section of Administration  
February 18, 2011  
Page 2

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

1 covered hopper railcar TERMINATED: SMNX 613.

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

Lease Supplement No. 9.

Also enclosed is a check in the amount of \$41.00 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 black ink, appearing to read "Alvord", with a horizontal line extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 19833-0 FILED

FEB 18 '11 -1 00 PM

SURFACE TRANSPORTATION BOARD

**LEASE SUPPLEMENT NO. 9**

**(Solvay Minerals Equipment Trust 1995)**

**Dated January 1, 2011**

**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  
dated as of September 1, 1995, between the Owner Participant and  
Wilmington Trust Company in its individual capacity  
**Lessor,**

**and**

**SOLVAY CHEMICALS, INC.,**  
**(formerly known as Solvay Minerals, Inc.)**  
**Lessee**

**SMNX 613**

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FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD  
PURSUANT TO 49 U.S.C. SECTION 11301 ON \_\_\_\_\_ 2011, AT \_\_\_\_ P.M.  
RECORDATION NUMBER 19833-\_\_ AND DEPOSITED WITH THE OFFICE OF THE  
REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA  
TRANSPORTATION ACT ON \_\_\_\_\_, 2011, AT \_\_\_\_ P.M.

LEASE SUPPLEMENT NO. 9  
(Solvay Minerals Equipment Trust 1995)

THIS LEASE SUPPLEMENT NO. 9 (this "Lease Supplement"), dated January 1, 2011, is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation ("Lessor"), not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of September 1, 1995, between Owner Participant and Wilmington Trust Company in its individual capacity, and SOLVAY CHEMICALS, INC. (formerly known as Solvay Minerals, Inc.), a Delaware corporation ("Lessee").

A. Lessor and Lessee have heretofore entered into the Equipment Lease Agreement dated as of September 1, 1995 (the "Lease") to which this Lease Supplement is a supplement.

B. The Lease permits 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 dated as of September 1, 1995, 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, 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. On July 25, 2010, an Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, on the date hereof and pursuant to Section 28(a)(i) of the Lease, Lessee has paid to Lessor (i) an amount of \$41,733.82 as the Stipulated Loss Value of the Lost Equipment and (ii) an amount of \$2,091,266.12 as the aggregate Rent due pursuant to the Lease (Rent of \$1,659,823.36 for the Phase I Equipment and Rent of \$431,442.76 for the Phase II Equipment), and has otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect thereto.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold, and transferred, as of the date hereof, 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, as of the date hereof, from the provisions of the Lease;

- (iii) effective as of the date hereof, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment;
- (iv) Schedule II-A hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Phase I Equipment; and
- (v) Schedule II-B hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Phase II Equipment.

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.

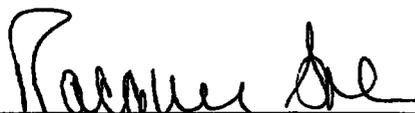
7. Lessee shall pay all costs and expenses (including reasonable legal fees and expenses) incurred by each of Lessor and Owner Participant in connection with the preparation, negotiation, execution and delivery of this Lease Supplement.

[the remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

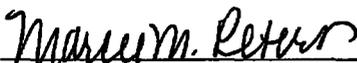
WILMINGTON TRUST COMPANY,  
not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of September 1, 1995, between the Owner Participant and Wilmington Trust Company in its individual capacity

By:

  
Name: Jacqueline Solare  
Title: Financial Services Officer

SOLVAY CHEMICALS, INC.

By:

  
Name: Marie M. Peters  
Title: Vice President, Supply Chain

**SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT**

STATE OF DELAWARE           §  
  §  
COUNTY OF NEWCASTLE      §

On this 3 day of Jan, 2011, before me personally appeared Jacqueline Solone to me known, who, being by me duly sworn, did depose and say that he/she is the Financial Services Officer 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.

*Vernessa E Robinson*

Notary Public in and for  
the State of Delaware

My Commission Expires:      VERNESSA E. ROBINSON  
  Notary Public - State of Delaware  
  My Comm. Expires Oct. 26, 2014



**REGISTRAR GENERAL ACKNOWLEDGMENT**

STATE OF DELAWARE           §  
  §  
COUNTY OF NEWCASTLE      §

On this 3 day of Jan, 2011, before me personally appeared Jacqueline Solone to me personally known, being by me duly sworn, says that he/she is the Financial Services Officer 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 of the Corporation on Jan 3, 2011, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

*Vernessa E Robinson*

Notary Public in and for  
the State of Delaware

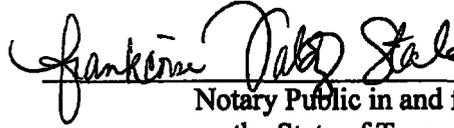
My Commission Expires:      VERNESSA E. ROBINSON  
  Notary Public - State of Delaware  
  My Comm. Expires Oct. 26, 2014



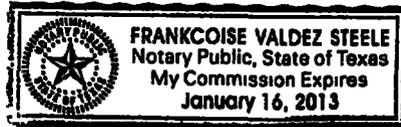
**SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on January 31 2011, by Marcie Peters, the VP-Supply Chain of SOLVAY CHEMICALS, INC., a Delaware corporation.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

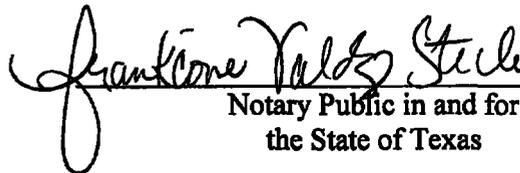
My Commission Expires:



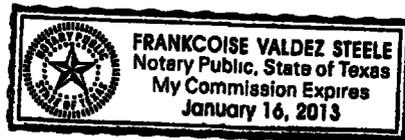
**REGISTRAR GENERAL ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this 31st day of January, 2011, before me personally appeared Marcie Peters, to me personally known, being by me duly sworn, says that he/she is the VP-Supply Chain of SOLVAY CHEMICALS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors of the Corporation on Jan 31, 2011, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:



**SCHEDULE I**  
**to**  
**LEASE SUPPLEMENT NO. 9**  
**(Solvay Minerals Equipment Trust 1995)**

**Description of the Lost Equipment:**

One Center Flow® covered hopper railcar of 4,650 cubic foot capacity, initialed SMNX and numbered 613, together with all parts, appurtenances, and other equipment or property attached to said unit of railroad equipment.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 2/14/11



\_\_\_\_\_  
Robert W. Alvord