

RECORDATION NO. 19997-I FILED

JUL 7 '04 5-00 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D.C.
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 7, 2004

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of July 7, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents, previously filed with the Board under Recordation Number 19997.

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

Assignor: Astaris LLC
10300 Olive Blvd
St. Louis, MO 63166

Assignee: FMC Corporation
1735 Market Street
Philadelphia, PA 19103

Mr. Vernon A. Williams
July 7, 2004
Page Two

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

20 railcars with AFSX reporting marks being changed to FMLX and road numbers 51686 - 51705

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

Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 19997-I FILED

JUL 7 '04

5-00 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT (1996-1)

ASSIGNMENT AND ASSUMPTION AGREEMENT (1996-1) (this Assignment and Assumption Agreement) dated as of July 7, 2004, between ASTARIS LLC, a Delaware limited liability company ("Assignor") and FMC CORPORATION, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, the parties hereto desire to effect, as of the Effective Date (as defined below), (a) the transfer by Assignor to Assignee of all of the right, title and interest of the Assignor (other than the Retained Property (as defined below)) as Lessee in, under and with respect to, among other things, (i) the Participation Agreement, (1996-1), dated as of March 15, 1996 (the "Participation Agreement"), among Key Corporate Capital Inc. (successor by merger to KNBY Leasing, Inc.) (as assignee of the interest of NationsBank, National Association)), as Owner Participant, Assignee, as Lessee, Wells Fargo Bank Northwest, N.A. (as successor to First Security Bank of Utah, National Association), not in its individual capacity except as expressly provided therein but solely as Owner Trustee, BNY Midwest Trust Company (as successor to Harris Trust and Savings Bank), not in its individual capacity except as expressly provided therein, but solely as Indenture Trustee, and the Note Purchasers listed on Schedule 2 thereto, (ii) Equipment Lease (1996-1) dated as of March 15, 1996 (the "Lease") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on March 29, 1996, as recordation number 19997 and deposited in the Office of the Registrar General for Canada on March 29, 1996, (iii) Equipment Lease Supplement (1996-1) No. 2 dated June 28, 1996 (the "Lease Supplement") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on June 28, 1996, as recordation number 19997-E and deposited in the Office of the Registrar General for Canada on June 28, 1996, and (iv) each of the other Operative Agreements listed on Schedule 2 hereto (collectively, clauses (i) – (iv) being the "Relevant Documents"); in each case to the extent, and only to the extent, relating to the Equipment listed on Schedule 1 hereto;

WHEREAS, in connection with the transactions contemplated by the Participation Agreement, (i) the Trust Indenture and Security Agreement (1996-1) dated as of March 15, 1996 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on March 29, 1996, as recordation number 19997-A and deposited in the Office of the Registrar General for Canada on March 29, 1996 and (ii) the Trust Indenture and Security Agreement Supplement (1995-1) No. 2 dated June 28, 1996 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on June 28, 1996, as recordation number 19997-F and deposited in the Office of the Registrar General for Canada on June 28, 1996;

WHEREAS, pursuant to an Assignment and Assumption Agreement (the "First Assignment") between Assignor and Assignee dated as of April 1, 2000 (the "Assignment Date"), Assignee assigned, and Assignor assumed, substantially all of Assignee's rights and obligations under the Relevant Documents in connection with the formation of Assignor as a phosphorus chemicals joint venture;

NOW THEREFORE, it is hereby agreed as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in Appendix I to the Participation Agreement, and the rules of interpretation set forth in such Appendix I shall apply hereto and are incorporated herein by reference as if fully set forth herein.

2. Assignment. Assignor does, as of the date hereof (the "Effective Date") hereby convey, assign, transfer and set over unto Assignee, all of its right, title and interest in under and with respect to the Relevant Documents, and any proceeds therefrom, together with all other documents and instruments evidencing any of such right, title and interest relating to the Equipment listed on Schedule 1 hereto (collectively, the "Assigned Property"), excluding, however (collectively, the "Retained Property") (x) such claims, causes of action and rights or obligations or liabilities of Assignor, as Lessee, as have arisen or accrued to or against Assignor prior to the Effective Date (including the right to receive any amounts due or accrued to Assignor under the Operative Agreements as of a date after the Assignment Date and prior to the Effective Date) and (y) such duties and obligations of Assignor, as Lessee, (i) to the extent required to be performed with the matters set forth in clause (x) above or (ii) required to be performed by Assignor as Lessee after the Assignment Date and prior to the Effective Date and relating to the Equipment listed on Schedule 1 hereto under the Relevant Documents.

3. Assumption. From and as of the Effective Date, Assignee hereby assumes, for the benefit of the Assignor, the Owner Trustee, the Indenture Trustee, the Note Purchasers, the Trust Company and the Owner Participant and their successors and assigns, the due and punctual performance and observance of all obligations, liabilities and duties of the Assignor as Lessee under the Relevant Documents and confirms that it shall be deemed a party to each Relevant Document with respect to the Assigned Property as if the First Assignment did not occur.

4. No Release of Assignor. Notwithstanding anything to the contrary set forth herein and pursuant to Section 15.1 of the Lease, no assignment, transfer or assumption hereunder shall operate to release Assignor from any of its obligations under the Relevant Documents.

5. Payments and Indemnities.

(a) Assignor hereby covenants and agrees to pay over to Assignee, if and when received following the Effective Date, any Assigned Property (including any sums payable as interest in respect thereof), and Assignee hereby covenants and agrees to pay over to Assignor, if and when received following the Effective Date, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of Assignee in respect of any Retained Property.

(b) Assignor shall indemnify Assignee and each Beneficiary (as defined below in Section 11) on an After-Tax Basis and hold Assignee harmless

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from any liability, loss, claim, cause of action, proceeding, cost or expense, including reasonable attorneys' fees and expenses, which shall result from (i) the incorrectness of any representation or breach of any warranty of Assignor contained herein, (ii) the breach by Assignor of any of its covenants or agreements contained herein, or (iii) any liability or obligation of Assignor required to be satisfied or performed by Assignor at any time from the Assignment Date to the Effective Date and any failure by Assignor to comply with the Operative Agreements to which it is a party at any time from the Assignment Date to the Effective Date; provided, however, that Assignor shall not be liable to Assignee under clause (iii) of this Section 5(b) if Assignor's liability results directly from an incorrectness or breach described in (c) below.

(c) Assignee will indemnify Assignor, and hold Assignor harmless from any liability, loss, claim, cause of action, proceeding, cost or expense, including reasonable attorneys' fees and expenses, which shall result from (i) the incorrectness of any representation or breach of any warranty of Assignee contained herein, (ii) the breach by Assignee of any of its covenants or agreements contained herein, (iii) any liability or obligation of Assignee required to be satisfied or performed by Assignee on or after the Effective Date (including, without limitation, the payment of any amount of Rent relating to the Assigned Property paid by Assignor on behalf of Assignee) or any failure by Assignee to comply with the Operative Documents to which it is a party on or after the Effective Date; provided, however, that Assignee shall not be liable to Assignor under clause (iii) of this Section 5(c) if Assignee's failure to discharge its obligations results directly from an incorrectness or breach described in (b) above.

(d) Assignee and Assignor will indemnify, defend and hold harmless on an After-Tax Basis, each of the Beneficiaries (and their respective Affiliates, agents, servants, directors, officers, employees, successors and assignees) against any and all adverse consequences (including adverse tax consequences or any risk thereof), imposed against or payable by any Beneficiary (or their respective Affiliates, agents, servants, directors, officers, employees, successors and assignees) resulting from this Assignment and Assumption Agreement or any actions taken in connection herewith.

6. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor and each Beneficiary that:

(a) it is duly organized and validly existing in good standing under the laws of its jurisdiction of organization and it has all requisite corporate power and authority and legal right to enter into and carry out the transactions contemplated hereby and to carry out and perform the obligations of Assignor as Lessee under the Relevant Agreements with respect to the Equipment listed in Schedule 1 hereto;

(b) this Assignment and Assumption Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(c) neither the execution, delivery and performance by it of this Assignment and Assumption Agreement, nor compliance by it with any of the provisions hereof requires or will require any approval of its stockholders, or approval or consent of any trustees or holders of any indebtedness obligations of it or contravenes or will contravene any Applicable Law or contravenes or will contravene the provisions of, or constitute a default under its organizational documents or any indenture, mortgage, contract or any agreement or instrument to which it is a party or by which it or any of its property may be bound or affected that, in each case, can be reasonably expected, either individually or in the aggregate, to have a material adverse effect on the ability of Assignee to consummate the transactions contemplated hereby;

(d) neither the execution and delivery by the Assignee of this Assignment and Assumption Agreement, nor the consummation by it of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to or the registration with any Governmental Authority (other than filing with the Surface Transportation Board and depositing with the Office of the Registrar General for Canada);

(e) there is no action, suit, proceeding or arbitration pending against, or to its knowledge threatened against it or any of its subsidiaries before any court or arbitrator or any Governmental Authority in which there is a reasonable likelihood of an adverse decision which would have a Material Adverse Effect; and

(f) no Default, Event of Default or, to its knowledge, Casualty Occurrence with respect to any Item of Equipment has occurred and is continuing.

7. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee and each Beneficiary that:

(a) it is duly organized and validly existing in good standing under the laws of its jurisdiction of organization and it has all requisite limited liability company power and authority and legal right to carry on its business as now conducted, to enter into and carry out the transactions contemplated hereby;

(b) this Assignment and Assumption Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(c) neither the execution, delivery and performance by it of this Assignment and Assumption Agreement, nor compliance by it with any of the provisions hereof requires or will require any approval of its members, or approval or consent of any trustees or holders of any indebtedness obligations of it or contravenes or will contravene any Applicable Law or contravenes or will contravene the provisions of, or constitute a default under, its articles of incorporation or by-laws or any indenture, mortgage, contract or any agreement or instrument to which it is a party or by which it or any of its property may be bound or affected that can be reasonably expected, either individually or in the aggregate, to have material adverse effect on the ability of Assignor to consummate the transactions contemplated hereby;

(d) neither the execution and delivery by the Assignor of this Assignment and Assumption Agreement, nor the consummation by it of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to or the registration with any Governmental Authority (other than filing with the Surface Transportation Board and depositing with the Office of the Registrar General for Canada);

(e) there is no action, suit, proceeding or arbitration pending against, or to its knowledge threatened against it or any of its subsidiaries before any court or arbitrator or any Governmental Authority in which there is a reasonable likelihood of an adverse decision which would have a Material Adverse Effect; and

(f) no Default, Event of Default or, to its knowledge, Casualty Occurrence with respect to any Item of Equipment has occurred and is continuing.

8. Change of Equipment Markings. The parties hereto agree and acknowledge that in connection with the transactions contemplated by this Assignment and Assumption Agreement, the markings on the Equipment listed on Schedule 1 hereto will change from the markings set forth in the column entitled "Existing Marking" to the markings set forth in the column entitled "New Marking."

9. Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts, all of which together shall constitute a single

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(1996-1)

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instrument. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

10. Third Party Beneficiaries. Each party hereto agrees, for the benefit of the Trust Company, the Owner Trustee, the Indenture Trustee, the Note Purchaser, and the Owner Participant and their respective successors and assigns (collectively, the "Beneficiaries"), that the representations, warranties, covenants and agreements contained herein are for the benefit of each Beneficiary, and each Beneficiary shall be deemed to be an express third party beneficiary with respect thereto, entitled to enforce directly and in its own name any rights or claims it may have against such party as such beneficiary.

11. Governing Law. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS EXECUTED AND DELIVERED, AND TO BE FULLY PERFORMED, IN THE STATE OF ILLINOIS WITH OUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.

12. Notice. Any notice provided for in this Assignment and Assumption Agreement and the Relevant Documents to be delivered to Assignee shall be addressed as follows:

FMC Corporation
1735 Market Street
Philadelphia, PA 19103
Attn: Thomas C. Deas, Jr., Vice President and Treasurer
Facsimile: (215) 299-6557
E-mail: fmc_treasurer@fmc.com

or at such other place as Assignee may designate by notice in accordance with the terms of the Participation Agreement.

13. Amendments. This Assignment and Assumption Agreement may not be terminated, amended, supplemented, waived or modified except by a written instrument signed by the parties hereto and each of the other parties to the Participation Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns.

15. Operative Agreement. This Assignment and Assumption Agreement shall for all purposes of the Operative Agreements (including, without limitation, Sections 6 and 6.2 of the Participation Agreement and Section 12 of the Lease) be considered to be an "Operative Agreement."

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first written above.

FMC CORPORATION

By: _____
Name:
Title:

ASTARIS LLC

By: Robert J. Ashton
Name: ROBERT J ASHTON
Title: U.P., LEGAL + HR SERVICES

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A., not in its individual capacity, but solely as
Owner Trustee (as successor to First Security Bank of Utah, National Association),
as Lessor

By: _____
Name:
Title:

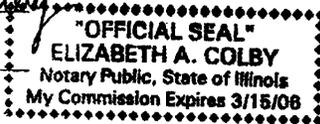
STATE OF Illinois)
COUNTY OF Cook)

ss

On this 7th day of July, 2004, before me personally appeared, Thomas C. Deas, Jr., to me personally known, being by me duly sworn, says that he is the Vice President & Treasurer of FMC Corporation (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 July 7, 2004 and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Notary Public in and for
the State of Illinois

Elizabeth A. Colby
July 7, 2004

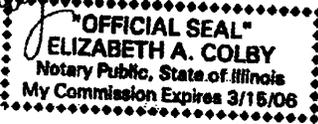


STATE OF Illinois)
COUNTY OF Cook) ss

On this 7th day of July, 2004, before me personally appeared, Robert J. Ashton, to me personally known, being by me duly sworn, says that he is the Vice President, Legal of Astaris LLC (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of managers on July 7, 2004 and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Notary Public in and for
the State of Illinois

Elizabeth A. Colby
July 7, 2004



"OFFICIAL SEAL"
ELIZABETH A. COLBY
Notary Public, State of Illinois
My Commission Expires 3/15/06

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first written above.

FMC CORPORATION

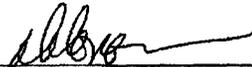
By: _____
Name:
Title:

ASTARIS LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By:  _____
Name: **D. G. DONOVAN**
Title: **VICE PRESIDENT**

KEY CORPORATE CAPITAL INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A., not in its individual capacity, but solely as
Owner Trustee (as successor to First Security Bank of Utah, National Association),
as Lessor

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first written above.

FMC CORPORATION

By: _____
Name:
Title:

ASTARIS LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.,
as Owner Participant

By: 
Name: DAVID CHURCHILL
Title: SVP

WELLS FARGO BANK NORTHWEST, N.A., not in its individual capacity, but solely as
Owner Trustee (as successor to First Security Bank of Utah, National Association),
as Lessor

By: _____
Name:
Title:

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2004 - FMC Corporation Assignment and Assumption Agreement
(1996-1)

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IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first written above.

FMC CORPORATION

By: _____
Name:
Title:

ASTARIS LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED:

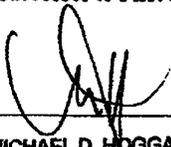
BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A., not in its individual capacity, but solely as
Owner Trustee (as successor to First Security Bank of Utah, National Association),
as Lessor

By:  _____
Name:
Title: MICHAEL D. HOGGAN
VICE PRESIDENT

Schedule I to Assignment and
Assumption Agreement

Equipment

Lease Supplement (1996-1) No. 2

Existing Marking	New Marking
AFSX051686	FMLX051686
AFSX051687	FMLX051687
AFSX051688	FMLX051688
AFSX051689	FMLX051689
AFSX051690	FMLX051690
AFSX051691	FMLX051691
AFSX051692	FMLX051692
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AFSX051703	FMLX051703
AFSX051704	FMLX051704
AFSX051705	FMLX051705

Schedule 2 to Assignment and
Assumption Agreement

Relevant Documents
(1996-1, No. 2)

1. Participation Agreement (1996-1), dated as of September 15, 1995, among the Lessee, the Owner Participant, the Owner Trustee, the Note Purchasers and the Indenture Trustee
2. Equipment Lease (1996-1), dated as of March 15, 1996, between the Lessee and the Owner Trustee
3. Equipment Lease Supplement No. 2, dated June 28, 1996, between the Lessee and the Owner Trustee
4. Certificate of Acceptance, dated June 28, 1996, by the Lessee

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: _____

7/7/04



Robert W. Alvord