

RECORDATION NO. 19624-K FILED

ALVORD AND ALVORD
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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

November 7, 2005

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

Re: Equipment Lease (1995-2)

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 October 31 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease (1995-2) previously filed with the Board under Recordation Number 19624.

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

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

Assignee: FMC Corporation
1735 Market Street
Philadelphia, Pennsylvania 19103

Mr. Vernon A. Williams
November 7, 2005
Page 2

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

69 railcars: AFSX 014001 - AFSX 014070 (except AFSX 014034).

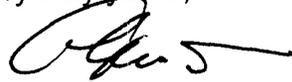
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 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

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement") dated as of October 31, 2005, 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 as Lessee in, under and with respect to, among other things, (i) the Participation Agreement, (1995-2), dated as of September 15, 1995 (the "Participation Agreement"), among Norlease, Inc., as Owner Participant, Assignee, as Lessee, Wells Fargo Bank Northwest, N.A. (as successor to First Security Bank, 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 (1995-2) dated as of September 15, 1995 (the "Lease") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624 and deposited in the Office of the Registrar General for Canada on September 29, 1995, (iii) Equipment Lease Supplement (1995-2) No. 1 dated September 29, 1995 (the "Lease Supplement") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-B and deposited in the Office of the Registrar General for Canada on September 29, 1995, 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 (1995-2) dated as of September 15, 1995 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-A and deposited in the Office of the Registrar General for Canada on September 29, 1995 and (ii) the Trust Indenture and Security Agreement Supplement (1995-2) No. 1 dated September 29, 1995 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-C and deposited in the Office of the Registrar General for Canada on September 29, 1995;

WHEREAS, pursuant to an Assignment and Assumption Agreement 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;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of September 1, 2005 (as amended, supplemented or otherwise

modified as of the date hereof, the "Purchase Agreement"), by and among ICL Performance Products Holding Inc., a Delaware corporation, Israel Chemicals Limited, Assignee, Solutia Inc. and Assignor relating to the sale by Assignee and Solutia Inc. and the purchase by Buyer of all of the Acquired Assets (as defined in the Purchase Agreement and the Owners Agreement, dated as of September 1, 2005 (as amended, supplemented or otherwise modified as of the date hereof, the "Owners Agreement"), by and between Solutia Inc. and Assignee, the Assignor has agreed to assign, transfer and convey, and the Assignee has agreed to accept and assume, the obligations of Assignor with respect to the Assigned Property (as defined below);

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 to the extent but only to the extent relating to the Equipment listed on Schedule 1 hereto (collectively, the "Assigned Property").

3. Assumption. From and as of the Effective Date, Assignee hereby undertakes, 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, to pay and perform all of the duties and obligations arising with respect to the Assigned Property required to be performed by Assignor as Lessee and under the Relevant Documents relating to the Equipment set forth on Schedule 1 hereto.

4. Release. The Assignee hereby releases Assignor from any and all 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).

(b) Assignor shall indemnify Assignee and each Beneficiary (as defined below in Section 11) and hold Assignee 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 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.

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 Documents 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; and

(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).

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).

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

9. No Representations. The foregoing transfer, assignment and conveyance is WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, except as expressly set forth herein.

10. Third Party Beneficiaries. Each party hereto agrees, for the benefit of the Trust Company, the Owner Trustee, the Indenture Trustee, the Note Purchasers, and the Owner Participant and their respective successors and assigns (collectively, the "Beneficiaries"), that the representations, warranties 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 or Assignor shall be addressed as follows:

If to the Assignee:

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

If to the Assignor:

Astaris LLC
Creve Coeur IV
622 Emerson Road, Suite 500
St. Louis, Missouri 63141
Attn: General Counsel
Facsimile: (314) 983-7638

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

13. Expenses. Except as otherwise specifically provided herein, in the Relevant Documents, the Purchase Agreement or the Owners Agreement, each of the Assignee and Assignor shall bear its own expenses in connection with the preparation and negotiation of this Assignment and Assumption Agreement and the consummation of the transaction contemplated by this Assignment and Assumption Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) as of the day and year first written above.

FMC CORPORATION

By: D. Michael Wilson
Name: D. Michael Wilson
Title: Vice President

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:

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) 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: VP LEGAL + HR SERVICES

ACCEPTED AND AGREED:

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

By: _____
Name:
Title:

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) 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

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) 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:

NORLEASE, INC.,
as Owner Participant

By: 
Name: GREGORY P. DAVIS
Title: VICE PRESIDENT

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) 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:

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

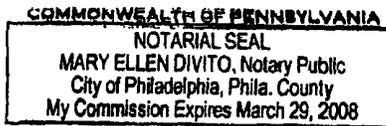
By:  _____
Name: Brett R. King
Title: Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia

. ss

On this _____ day of _____, 2005, before me personally appeared, D. MICHAEL WILSON to me personally known, being by me duly sworn, says that he is the VICE PRESIDENT of FMC Corporation and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Mary Ellen D. Vito
Notary Public in and for
the State of Pennsylvania



STATE OF _____)
COUNTY OF _____)

ss

On this _____ day of _____, 2005, before me personally appeared, _____, to me personally known, being by me duly sworn, says that he is the _____ of Astaris LLC and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of _____

STATE OF _____)
)
COUNTY OF _____)

ss

On this _____ day of _____, 2005, before me personally appeared, _____, to me personally known, being by me duly sworn, says that he is the _____ of FMC Corporation and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of _____

STATE OF Missouri)
)
COUNTY OF St. Louis)

ss

On this 27th day of October, 2005, before me personally appeared, Robert J. Ashton to me personally known, being by me duly sworn, says that he is the VP Legal & HR Services of Astaris LLC and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of Missouri

Linda S. Nickelson

LINDA S. NICKELSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 17, 2006

STATE OF WV)
COUNTY OF Kanawha)

SS

On this 2 day of November, 2005, before me personally appeared, Scott B. Johnson to me personally known, being by me duly sworn, says that he is the President of ICL Performance Products LP and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on Nov 2, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of WV



Schedule 1 to Assignment and
Assumption Agreement

Equipment

Equipment

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Schedule 2 to Assignment and
Assumption Agreement

Relevant Documents
(1995-2)

1. Participation Agreement (1995-2), 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 (1995-2), dated as of September 15, 1995, between the Lessee and the Owner Trustee
3. Equipment Lease Supplement (1995-2) No. 1, dated September 29, 1995, between the Lessee and the Owner Trustee
4. Certificate of Acceptance, dated September 29, 1995, 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: 11/7/05



Robert W. Alvord