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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

February 5, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Supplement to Lease, dated as of December 19, 2008, and Equipment Schedule No. 001, effective as of December 19, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 27810.

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

Lessor:	RBS Asset Finance, Inc. 480 Jefferson Blvd. Warwick, RI 02886
Lessee:	FMC Corporation 1735 Market St Philadelphia, PA 19103

Anne K. Quinlan, Esquire
February 5, 2009
Page 4

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

20 railcars: FMLX 200059 - FMLX 200078.

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

Memorandum of Supplement to Lease.

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,



Robert W. Alvord

RWA/sem
Enclosures

FEB 05 '09 -8 00 AM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SUPPLEMENT TO LEASE

This Memorandum of Supplement to Lease is entered into as of December 19, 2008, by and between RBS Asset Finance, Inc., a New York corporation having a place of business at 480 Jefferson Blvd., Mail Stop RJE-150, Warwick, RI 02886 ("Lessor") and FMC CORPORATION, a Delaware corporation having its principal place of business at 1735 Market Street, Philadelphia, PA 19103 ("Lessee").

Lessor and Lessee have entered into Equipment Schedule No. 001, issued pursuant to that certain Master Rail Lease Agreement having an effective date of December 19, 2008. Pursuant to each Equipment Schedule, Lessor has leased to Lessee Aluminum Tank Railcars bearing the following identification marks:

See Exhibit A

for an initial term of 120 months commencing as of January 1, 2009.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Supplement to Lease as of the day and year first written above.

Lessor:
RBS ASSET FINANCE, INC.,

Lessee:
FMC CORPORATION

By: Marybeth Corrente

By: Thomas C. Deas, Jr.

Name: MARYBETH CORRENTE
VICE-PRESIDENT

Name: Thomas C. Deas, Jr.
Vice President & Treasurer

Title: 12-22-2008

Title: 12-22-2008

EQUIPMENT SCHEDULE NO. 001

(RAIL CARS)

To Master Rail Lease Agreement Number 1003327, dated November 20, 2008 ("Lease") between RBS ASSET FINANCE, INC. ("Lessor") with an office located at 480 Jefferson Blvd., Mail Stop RJE-150, Warwick, RI 02886, and FMC CORPORATION ("Lessee") located at 17345 Market Street, Philadelphia, PA 19103. If there is any conflict between the terms and condition of this Equipment Schedule and the terms and conditions of the Master Rail Lease Agreement, the terms and conditions of this Lease Schedule shall control.

1. **Equipment:** (20) Aluminum Tank Cars
2. **Delivery Location:** 1725 Market Street, Philadelphia, PA 19103
3. **Delivery Date:** December 19, 2008
4. **Commencement Date:** The 1st day of the month after the final Delivery Date, but in any event no later than January 1, 2009.
5. **Initial Term:** 120 months
6. **Equipment Cost:** \$3,943,400.00
7. **Periodic Rental:** One hundred twenty (120) monthly rental payments in the amount of \$28,063.44, payable in arrears with the first due on the February 1, 2009 and the remainder payable on the 1st day of each month thereafter (each a "Rent Payment Date"). Such rental amount is based on a lease rate factor of 0.711656 (the "Monthly Lease Rate Factor").
9. **Use:** The Units will be used by the Lessee to transport hydrogen peroxide (the "Commodity").
10. **Stipulated Loss Values** for each Unit shall be an amount equal to the Stipulated Loss Value Percentage of the Equipment Cost per Unit. The Stipulated Loss Value Percentages are as set forth in the attached Exhibit. Upon receipt by Lessor of the Stipulated Loss Value for any Unit, the rent payments for the remaining Equipment shall be adjusted to reflect payment of such amount.
11. **Interim Rent:** Solely for purposes of this Equipment Schedule, Section 4(a) of the Lease is hereby amended by deleting the third sentence thereof in its entirety and replacing it with the following: "The parties contemplate that there will be more than one Delivery Date for Units leased under this Equipment Schedule. The rental for that period of time from each Delivery Date until the Commencement Date shall be the product equal to (a) the amount advanced by Lessor to the supplier of the Equipment for the affected Units as of such Delivery Date multiplied by (b) the number of days from (and including) such Delivery Date to (but not including) the Commencement Date divided by 360, multiplied by (c) the sum of the per annum rate of interest equal to LIBOR, plus one hundred fifty (150) basis points. Such Interim Rent shall be due and payable on the Commencement Date."
12. **Chattel Paper:** More than one original hereof has been executed. However, only the manually executed original numbered "1" constitutes chattel paper and is sufficient to transfer Lessor's interest, or grant a security interest, herein.

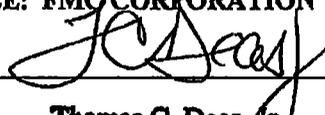
13. **Master Rail Lease Agreement:** All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

14. **DEPRECIABLE LIFE OF EQUIPMENT; BONUS DEPRECIATION.** Lessee hereby represents and warrants that the depreciable life of the Equipment covered by this Equipment Schedule for purposes of the Internal Revenue Code of 1986, as amended (the "code") is seven (7) years. Further, and in addition to the terms set forth in that certain Special Tax Indemnity Rider dated as of November 20, 2008, by and between Lessor and Lessee (the "Tax Indemnity Rider") Lessee represents and warrants that such Equipment constitutes "qualified property" as defined in Section 168(k) of the Code (as amended by the Economic Stimulus Act of 2008) and is and will remain eligible for the additional depreciation deduction allowance described in Section 168(k) of the Code (as amended by the Economic Stimulus Act of 2008) ("Bonus Depreciation"). Lessee acknowledges that Lessor has assumed such eligibility in reliance on the representations and warranties contained herein and in the Lease and, without limiting anything in the Tax Indemnity Rider, Lessee agrees that if Lessor, in computing its taxable income or liability for tax, shall lose, or shall not have, or shall lose the right to claim or there shall be disallowed or recaptured for Federal income tax purposes, in whole or in part, the benefit of Bonus Depreciation with respect to the Equipment, it shall constitute a "Tax Loss" and, in accordance with the Tax Indemnity Rider, Lessee will be obligated to pay Lessor the indemnity payment in accordance with the terms of the Tax Indemnity Rider (and Lessor shall then revise this Equipment Schedule (and all other agreements, documents, certificates, authorizations and instruments executed in connection with this Schedule, as appropriate) to reflect such Tax Loss).

LESSOR: RBS ASSET FINANCE, INC.

LESSEE: FMO CORPORATION

By: 
Title: MARYBETH CORRENTE
VICE-PRESIDENT
Date: 12-22-2008

By: 
Title: Thomas C. Deas, Jr.
Vice President & Treasurer
Date: 12-22-2008

This is Counterpart No. 1 of 2 that has been serially numbered and manually executed. To the extent that this document constitutes chattel paper under Article Nine of the Uniform Commercial Code, no security interest in this document may be created through transfer and the possession of any counterpart other than Counterpart No. 1.

CONFIRMATION

The parties hereby confirm that no covenant, condition or other term or provision hereof or of the Lease may be modified, and that no obligation or default hereunder or under the Lease may be waived, except in writing signed by both parties.

Upon execution of this Equipment Schedule, Lessee hereby reconfirms, as if the same were made today, each of its representations and warranties under the Lease, including, but not limited to, the recent financial statements and reports provided to Lessor.

LESSOR: RBS ASSET FINANCE, INC.

LESSEE: FMC CORPORATION

Initials: MB

Initials: JCP

FIRST ADDENDUM
TO EQUIPMENT SCHEDULE NO. 001 OF
MASTER RAIL LEASE AGREEMENT NO. 1003327 DATED DECEMBER 19, 2008 (THE "LEASE")
FMC CORPORATION ("LESSEE") AND
RBS ASSET FINANCE, INC. ("LESSOR")

LEASE END OPTIONS

The undersigned parties agree that Lessee shall, at the end of the Initial Term or any extension or renewal of the Lease, have the option to do any one of the following:

1. Option to Extend or Purchase. Provided that Lessee is not then in default under the Lease, nor, but for the passage of time or giving of notice or both, would be in default thereunder, Lessee may, by giving Lessor at least 180 days, but no more than 270 days, irrevocable written notice of its intention to do so:

a. Purchase all of the Equipment for its Fair Market Purchase Value, plus any sales or use tax associated with such purchase. Upon receipt of payment in full, Lessor shall immediately deliver appropriate documents to Lessee vesting in Lessee title to the Equipment, free and clear of all liens and encumbrances created by, through or under Lessor. Lessee will take the Equipment "as is", "where is."

b. In lieu of purchasing the Equipment, renew the lease of all the Equipment pursuant to the terms of the Lease for such period as the parties hereto may agree (but not less than 12 months), at the Fair Market Rental Value for such period. Upon conclusion of such renewal term, the lease will automatically renew on a month-to-month basis at the said rental until terminated by either party upon at least 180 days written notice.

For purposes hereof, the terms "Fair Market Rental Value" and "Fair Market Purchase Value", shall mean an amount equal to the value which would be obtained in an arm's-length retail transaction between an informed and willing lessee or purchaser, and an informed and willing lessor or seller, as the case may be, (other than a lessee currently in possession or a used equipment dealer) neither being under any compulsion to purchase, sell, or lease, assuming that, as of the date of the subject fair market value determination, the Equipment is in a condition at least as good as required under this Lease with respect to return or maintenance thereof.

If the parties cannot agree on the Fair Market Purchase Value or Fair Market Rental Value of the Equipment, the parties shall select an independent appraiser knowledgeable about the Equipment and the said value shall be determined by said appraiser. If the parties cannot agree on such an appraiser, the parties shall each select an independent appraiser knowledgeable about the Equipment and the appraisers shall select a third such appraiser. The Fair Market Purchase Value or Fair Market Rental Value of the Equipment (as the case may be) shall be the average of the independent written appraisals submitted by each of the three appraisers. All appraisal costs shall be borne equally by the parties.

2. Return of the Equipment. Lessee may return all of the Equipment to Lessor in conformity with the applicable provisions of the Lease.

3. Failure to Make Election. If Lessee fails to make an election within the time periods provided, Lessee will be deemed to have elected the renewal option set forth in Section 1(b) above..

LESSOR: RBS ASSET FINANCE, INC.

LESSEE: FMC CORPORATION

By: Marybeth Corrente

By: Thomas C. Deas, Jr.

Title: MARYBETH CORRENTE
VICE-PRESIDENT

Title: Thomas C. Deas, Jr.
Vice President & Treasurer

Date: 12-22-2008

Date: 12-22-2008

CERTIFICATE OF DELIVERY AND ACCEPTANCE

TO

EQUIPMENT SCHEDULE NO. 001 (the "Equipment Schedule") to

MASTER RAIL LEASE AGREEMENT NO. 1003327 (the "Lease") DATED NOVEMBER 20, 2008

BETWEEN RBS ASSET FINANCE, INC., AS LESSOR,

AND

FMC CORPORATION, AS LESSEE

Lessee hereby certifies that:

1. The Equipment (as defined in the Lease) has been delivered to the location of Lessee described in the Equipment Schedule and has been fully and finally accepted by Lessee.
2. The Delivery Date for those Units identified on Exhibit "A" attached hereto and made a part hereof shall be that date as set forth below.
3. No event of default under the Lease or event which, with the lapse of time and/or giving of notice would become an event of default, has occurred and is continuing.

LESSEE: FMC CORPORATION

BY: _____

Thomas C. Deas, Jr.

TITLE: Vice President & Treasurer

DATE: _____

12-22-2008

EXHIBIT A

<u>DESCRIPTION</u>	<u>RAILCAR MARKINGS</u>
(20) ALUMINUM RAILROAD TANKCARS	FMLX200061
	FMLX200071
	FMLX200062
	FMLX200065
	FMLX200064
	FMLX200063
	FMLX200066
	FMLX200068
	FMLX200069
	FMLX200067
	FMLX200059
	FMLX200078
	FMLX200060
	FMLX200070
	FMLX200073
	FMLX200072
	FMLX200074
	FMLX200075
	FMLX200076
	FMLX200077

EARLY PURCHASE OPTION RIDER

This EARLY PURCHASE OPTION RIDER (this "Rider") dated as of December 19, 2008 is an integral part of Equipment Schedule No. 001 dated as of December 19, 2008 (the "Lease Schedule"), by and between FMC CORPORATION, (together with its successors and permitted assigns, "Lessee"), and RBS ASSET FINANCE, INC., (together with its successors and assigns, "Lessor"), executed pursuant to the Master Rail Lease Agreement dated as of November 20, 2008 (the "Master Lease") by and between Lessee and Lessor. Capitalized terms used in this Rider and not defined herein shall have the meanings given to such terms in the Master Lease and Lease Schedule. To the extent the provisions of the Master Lease or the Lease Schedule conflict with the provisions of this Rider, the provisions of this Rider shall control.

(a) Notwithstanding anything in the Lease to the contrary, on the Rental Payment Date for Payment #108 (the "EBO Date") and provided that no Event of Default, or event with the giving of notice or passage of time, or both, would constitute an Event of Default, has occurred and that the Lease has not otherwise been earlier terminated, Lessee may, by delivering to Lessor at least 60 days but no more than 120 days prior written notice of such election (the "Purchase Notice"), which Purchase Notice shall be irrevocable once delivered to Lessor, purchase on an AS IS, WHERE IS basis from Lessor, all of Lessor's right, title and interest in and to all, but not less than all, of the Equipment covered by the Lease Schedule for a price equal to 51.99% of the Equipment Cost of such Equipment (the "Purchase Option Price"), together with all taxes and charges upon sale and all other amounts accrued and unpaid under the Lease as of the EBO Date, including the Periodic Rental (as shown on the Lease Schedule) due on the EBO Date. Such amounts shall be paid to Lessor in immediately available funds in United States dollars on the EBO Date. Lessor and Lessee agree that the Purchase Option Price represents a reasonable prediction of the fair market value of all of the Equipment as of the EBO Date.

(b) Notwithstanding any election of Lessee to purchase Lessor's right, title and interest in and to the Equipment in accordance with this Rider, the provisions of the Lease shall continue in full force and effect until the passage of such interest in the Equipment upon the date of purchase. Upon the purchase of all of the Equipment and receipt by Lessor of the Purchase Option Price, together with all taxes and charges upon sale and all other amounts accrued and unpaid under the Lease as of the EBO Date including the Periodic Rental due on the EBO Date, Lessor will transfer, on an AS IS, WHERE IS basis, all of Lessor's interest in such Equipment, and at Lessee's expense shall execute and deliver a bill of sale as reasonably may be required to convey any interest of Lessor in and to such Equipment. Lessor shall not be required to make and may specifically disclaim any representation or warranty as to the Equipment so purchased or as to any other matters, except that the Equipment is transferred free and clear of any liens created by, through or under Lessor.

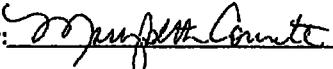
[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS.]

RBS Asset Finance

The parties hereto have caused this Early Purchase Option Rider to be executed as of the date first written above.

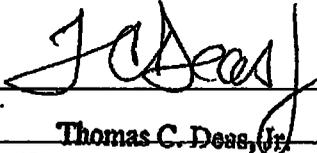
LESSOR:

RBS ASSET FINANCE, INC.

By: 
Name: MARYBETH CORRENTE
 VICE-PRESIDENT
Title: _____

LESSEE:

FMC CORPORATION

By: 
Name: Thomas C. Deas, Jr.
 Vice President & Treasurer
Title: _____

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:

2/5/09



Robert W. Alvord