

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

January 2, 2015

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 Memorandum of Partial Lease and Partial Indenture Termination, dated as of January 2, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and the Trust Indenture previously filed with the Board under Recordation Number 19625 and 19625-A, respectively.

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

Indenture Trustee: The Bank of New York Mellon Trust Company, N.A.
311 West Monroe St., 12th Floor
Chicago, Illinois 60603

Lessor/

Owner Trustee: Wells Fargo Bank Northwest, N.A.,
successor to First Security Bank NA
79 South Main Street
Salt Lake City, Utah 84111

Lessee:

FMC Corporation
200 East Randolph Drive
Chicago Illinois 60601

Chief, Section of Administration
January 2, 2015
Page 2

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

142 ACF 5100 cars within the series FMLX 051001 - FMLX 051150 as more particularly set forth in the equipment schedule attached to the document.

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

Memorandum of Partial Lease and Partial Indenture Termination.

Also enclosed is a check in the amount of \$43.00 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,



Edward M. Luria

EML/bhs
Enclosures

MEMORANDUM OF PARTIAL LEASE AND PARTIAL INDENTURE TERMINATION

THIS MEMORANDUM OF PARTIAL LEASE AND PARTIAL INDENTURE TERMINATION, dated as of January 2, 2015, by and between FMC Corporation ("Lessee"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor in interest to Harris Trust and Savings Bank), not in its individual capacity, but solely as Indenture Trustee ("Indenture Trustee") and WELLS FARGO BANK NORTHWEST, N.A. (successor in interest to First Security Bank of Utah, National Association), not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee" and together with Lessee and Indenture Trustee, the "Parties"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease (1995-1), dated as of September 15, 1995 (as amended, modified and/or supplemented from time to time, the "Lease") which was recorded with the Surface Transportation Board ("STB") on September 29, 1995 at 11:50 AM under Recordation No. 19625 covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (1995-1), dated as of September 15, 1995 (as amended, modified and/or supplemented from time to time, the "Indenture") which was recorded with the STB on September 29, 1995 at 11:50 AM under Recordation No. 19625-A covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1995-1) No. 1 dated as of September 29, 1995 (the "Lease Supplement No. 1") which was recorded with the STB on September 29, 1995 at 11:50:00 AM under Recordation No. 19625-B covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1995-1) No. 2 dated as of December 29, 1995 (the "Lease Supplement No. 2") which was recorded with the STB on December 29, 1995 at 8:45:00 AM under Recordation No. 19625-E covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1995-1) No. 3 dated as of January 30, 1998 (the "Lease Supplement No. 3") which was recorded with the STB on February 9, 2000 at 3:19:43 PM under Recordation No. 19625-H covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Indenture Trustee, as indenture trustee, entered into that certain Trust Indenture and Security Agreement Supplement (1995-1) No. 1 dated as of September 29, 1995 (the "Indenture Supplement No. 1") which was recorded with the STB on September 29, 1995 at 11:50 AM under Recordation No. 19625-C covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Indenture Trustee, as indenture trustee, entered into that certain Trust Indenture and Security Agreement Supplement (1995-1) No. 2 dated as of December 29, 1995 (the "Indenture Supplement No. 2") which was recorded with the STB on December 29, 1995 at 8:45 AM under Recordation No. 19625-F covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Indenture Trustee, as indenture trustee, entered into that certain Trust Indenture and Security Agreement Supplement (1995-1) No. 3 dated as of January 30, 1998 (the "Indenture Supplement No. 3") which was recorded with the STB on February 9, 2000 at 3:18:42 PM under Recordation No. 19625-I covering the Equipment described therein; and

WHEREAS, effective the date hereof, the Lease, together with Lease Supplement No. 2 and the Indenture, together with Indenture Supplement No. 2, delivered solely with respect to the railroad equipment described in Schedule A hereto (the "Terminated Railcars") is terminated and the Lien of the Indenture is released solely with respect to the Terminated Railcars;

WHEREAS, the Lease, the Indenture and all other supplements to each thereof shall continue to be effective in all respects with regard to all remaining railroad equipment subject thereto; and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Terminated Railcars, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Partial Lease and Partial Indenture Termination with the STB pursuant to 49 USC Section 11301(a) and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

[Signatures Contained on Following Page]

This Memorandum of Partial Lease and Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., not in its individual
capacity, but solely as Indenture Trustee

By: M Callahan
Name: M. CALLAHAN
Title: VICE PRESIDENT

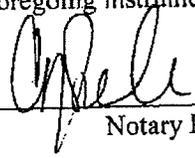
This Memorandum of Partial Lease and Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

FMC CORPORATION, as Lessee

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

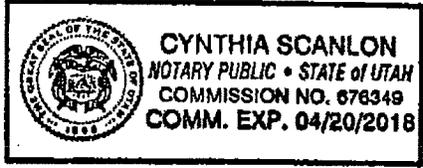
STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this 31st day of DECEMBER 2014, before me personally appeared Michael Arsenault, to me personally known, who, by me being duly sworn, says that he/she is Vice President of WELLS FARGO BANK NORTHWEST, N.A., and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



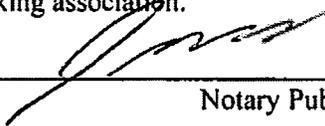
Notary Public

My commission expires 04/20/2018



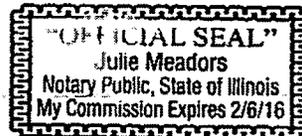
STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On this 29th day of December, 2014, before me personally appeared M. CALLAHAN, to me personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My commission expires

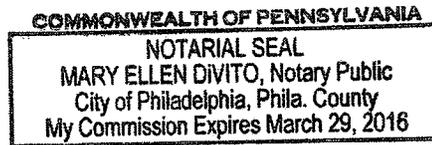


STATE OF Pennsylvania)
) SS.:
COUNTY OF Philadelphia)

On this 23 day of DECEMBER 2014, before me personally appeared THOMAS C. DEAS, JR., to me personally known, who, by me being duly sworn, says that he/she is VP AND TREASURER of FMC CORPORATION, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Mary Ellen Divito
Notary Public

My commission expires March 29, 2016



**SCHEDULE A
TO
MEMORANDUM OF PARTIAL LEASE AND PARTIAL INDENTURE TERMINATION
TERMINATED RAILCARS**

TERMINATED RAILCARS

142 ACF 5100 Cars

Equipment Id	Equipment Id	Equipment Id
FMLX 051001	FMLX 051027	FMLX 051053
FMLX 051002	FMLX 051028	FMLX 051054
FMLX 051003	FMLX 051029	FMLX 051055
FMLX 051005	FMLX 051030	FMLX 051056
FMLX 051006	FMLX 051031	FMLX 051057
FMLX 051007	FMLX 051032	FMLX 051058
FMLX 051008	FMLX 051033	FMLX 051059
FMLX 051009	FMLX 051034	FMLX 051060
FMLX 051010	FMLX 051035	FMLX 051061
FMLX 051011	FMLX 051036	FMLX 051063
FMLX 051012	FMLX 051037	FMLX 051064
FMLX 051013	FMLX 051038	FMLX 051065
FMLX 051014	FMLX 051039	FMLX 051066
FMLX 051015	FMLX 051040	FMLX 051067
FMLX 051016	FMLX 051041	FMLX 051068
FMLX 051017	FMLX 051042	FMLX 051069
FMLX 051018	FMLX 051043	FMLX 051070
FMLX 051019	FMLX 051044	FMLX 051071
FMLX 051020	FMLX 051045	FMLX 051072
FMLX 051021	FMLX 051046	FMLX 051073
FMLX 051022	FMLX 051047	FMLX 051074
FMLX 051023	FMLX 051048	FMLX 051075
FMLX 051024	FMLX 051049	FMLX 051076
FMLX 051025	FMLX 051050	FMLX 051078
FMLX 051026	FMLX 051051	FMLX 051079

Equipment Id
FMLX 051080
FMLX 051081
FMLX 051082
FMLX 051083
FMLX 051084
FMLX 051085
FMLX 051087
FMLX 051088
FMLX 051089
FMLX 051090
FMLX 051092
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FMLX 051099
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FMLX 051103
FMLX 051104
FMLX 051105
FMLX 051107

Equipment Id
FMLX 051108
FMLX 051109
FMLX 051110
FMLX 051111
FMLX 051112
FMLX 051113
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FMLX 051115
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FMLX 051129
FMLX 051130
FMLX 051131
FMLX 051132

Equipment Id
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FMLX 051148
FMLX 051149
FMLX 051150

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 1/2/15

Edward M Luria
Edward M. Luria