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

July 1, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease and Indenture Termination, dated as of July 1, 2015, 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:

Indenture Trustee:	The Bank of New York Mellon Trust Company, N.A. (successor in interest to Harris Trust and Savings Bank) One First National Plaza Chicago, IL 60670
Owner Trustee:	Wells Fargo Bank Northwest, N.A. (successor in interest to First Security Bank of Utah, National Association) 299 South Main Street, 12th Floor Salt Lake City, Utah 84111
Lessee:	FMC Corporation 1735 Market Street Philadelphia, PA 19103

Chief
Section of Administration
July 1, 2015
Page 2

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

All railcars covered by the Equipment Lease (filed under Recordation Number 19997) as supplemented, are terminated; and all railcars covered by the Trust Indenture and Security Agreement (filed under Recordation Number 19997-A), as supplement, are released.

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

Memorandum of Lease and 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/sem
Enclosures

MEMORANDUM OF LEASE AND INDENTURE TERMINATION

THIS MEMORANDUM OF LEASE AND INDENTURE TERMINATION, dated as of July 1, 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 (1996-1), dated as of March 15, 1996 (as amended, modified and/or supplemented from time to time, the "Lease") which was recorded with the Surface Transportation Board ("STB") under Recordation No. 19997 covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (1996-1), dated as of March 15, 1996 (as amended, modified and/or supplemented from time to time, the "Indenture") which was recorded with the STB under Recordation No. 19997 A covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1996-1) No. 1 dated as of March 29, 1996 (the "Lease Supplement No. 1") which was recorded with the STB under Recordation No. 19997 B covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1996-1) No. 2 dated as of June 28, 1996 (the "Lease Supplement No. 2" and, together with Lease Supplement No. 1, the "Lease Supplements") which was recorded with the STB under Recordation No. 19997 E 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 (1996-1) No. 1 dated as of March 29, 1996 (the "Indenture Supplement No. 1") which was recorded with the STB under Recordation No. 19997 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 (1996-1) No. 2 dated as of June 28, 1996 (the "Indenture Supplement No. 2" and, together with Indenture Supplement No. 1, the "Indenture Supplements") which was recorded with the STB under Recordation No. 19997 F covering the Equipment described therein; and

WHEREAS, effective the date hereof, the Lease, together with the Lease Supplements and the Indenture, together with the Indenture Supplements, delivered with respect to the railroad equipment described in Schedule A hereto (the "Terminated Railcars") is terminated and the Lien of the Indenture is released; 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 Lease and 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 Lease and Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity, but solely as
Owner Trustee

By: 

Name:

Title:

Janeen R. Higgs
Vice President

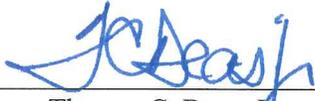
This Memorandum of Lease and Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

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

By: 
Name: D.G. Donovan
Title: Vice President

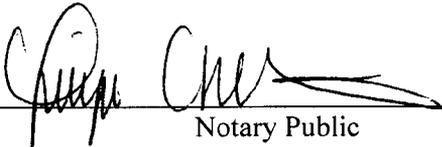
This Memorandum of Lease and Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

FMC CORPORATION, as Lessee

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

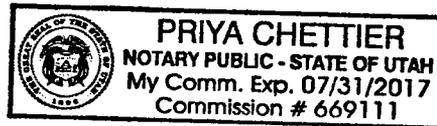
STATE OF UTAH)
):SS
COUNTY OF SALT LAKE)

On this 26th day of June, 2015, before me personally appeared Janeen R. Higgs, to me personally known, who, by me being duly sworn, says that she is a 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.



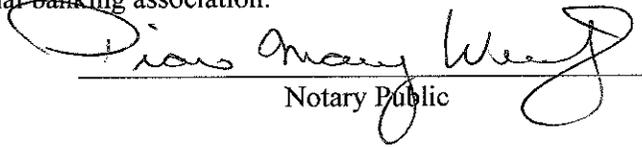
Notary Public

My commission expires



STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 29th day of June, 2015, before me personally appeared **D. G. DONOVAN**, 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 29th day of JUNE, 2015, 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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY ELLEN DIVITO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 29, 2016

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

TERMINATED RAILCARS

555 ACF 5100 Cars

Equipment Id	Equipment Id	Equipment Id
FMLX 051151	FMLX 051176	FMLX 051201
FMLX 051152	FMLX 051177	FMLX 051202
FMLX 051153	FMLX 051178	FMLX 051203
FMLX 051154	FMLX 051179	FMLX 051204
FMLX 051155	FMLX 051180	FMLX 051205
FMLX 051156	FMLX 051181	FMLX 051206
FMLX 051157	FMLX 051182	FMLX 051207
FMLX 051158	FMLX 051183	FMLX 051208
FMLX 051159	FMLX 051184	FMLX 051209
FMLX 051160	FMLX 051185	FMLX 051210
FMLX 051161	FMLX 051186	FMLX 051211
FMLX 051162	FMLX 051187	FMLX 051212
FMLX 051163	FMLX 051188	FMLX 051213
FMLX 051164	FMLX 051189	FMLX 051214
FMLX 051165	FMLX 051190	FMLX 051215
FMLX 051166	FMLX 051191	FMLX 051216
FMLX 051167	FMLX 051192	FMLX 051217
FMLX 051168	FMLX 051193	FMLX 051218
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FMLX 051172	FMLX 051197	FMLX 051222
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FMLX 051250	FMLX 051275	FMLX 051300

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Equipment Id
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FMLX 051704
FMLX 051705

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: July 1, 2015

Edward M Luria

Edward M. Luria