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

January 5, 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 Equipment Lease (1995-2) and the Trust Indenture and Security Agreement (1995-2) previously filed with the Commission and the Board under Recordation Numbers 19624 and 19624-A, respectively.

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

Lessee:	FMC Corporation 200 East Randolph Drive Chicago IL 60601
Indenture Trustee:	The Bank of New York Mellon Trust Company (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

Section Chief
January 5, 2015
Page 2

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

160 railcars RELEASED and TERMINATED: 91 union tank railcars within the series FMLX 017019 – FMLX 017112 and 69 ACF P4 tank railcars within the series FMLX 014001 – FMLX 014070 as more particularly set forth on the attachment 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,


for
Edward M. Luria

EML/cem
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 (1995-2), 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 11:47:00 AM under Recordation No. 19624 covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (1995-2), 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 11:47:00 AM under Recordation No. 19624-A covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1995-2) No. 1 dated as of September 29, 1995 (the "Lease Supplement No. 1") which was recorded with the STB on September 29, 1995 at 11:47:00 AM under Recordation No. 19624-B covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Equipment Lease Supplement (1995-2) No. 2 dated as of December 29, 1995 (the "Lease Supplement No. 2") which was recorded with the STB on December 29, 1995 at 8:43:00 AM under Recordation No. 19624-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 (1995-2) No. 1 dated as of September 29, 1995 (the "Indenture Supplement No. 1") which was recorded with the STB on September 29, 1995 at 11:47:00 AM under Recordation No. 19624-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 (1995-2) No. 1 dated as of December 29, 1995 (the "Indenture Supplement No. 2") which was recorded with the STB on December 29, 1995 at 8:43:00 AM under Recordation No. 19624-F covering the Equipment described therein; and

WHEREAS, effective the date hereof, the Lease, together with Lease Supplement No. 1 and the Indenture, together with Indenture Supplement No. 1, 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 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]

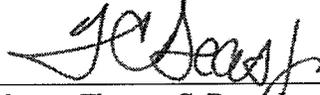
This Memorandum of Partial Lease and Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

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

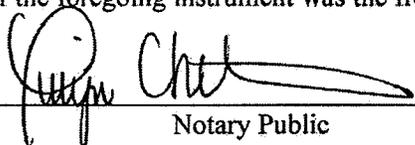
This Memorandum of Partial Lease and Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

FMC CORPORATION, as Lessee

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

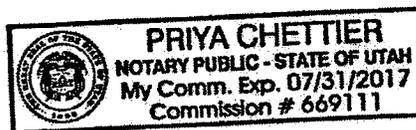
STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this 2nd day of January, 2015, before me personally appeared Michael Arseneault, 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



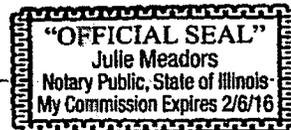
STATE OF Illinois)
) SS.:
COUNTY OF Cook)

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



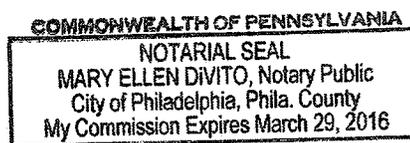
STATE OF Pennsylvania)
) SS.:
COUNTY OF Philadelphia)

On this 23 day of DECEMBER, 2014, before me personally appeared THOMAS C. DEAS, SR., 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

91 Union 19000 Tank Cars and 69 ACF P4 Tank Cars

Union 19000 Tank Cars

Equipment Id	Equipment Id	Equipment Id	Equipment Id
FMLX 017019	FMLX 017044	FMLX 017069	FMLX 017094
FMLX 017020	FMLX 017045	FMLX 017070	FMLX 017095
FMLX 017021	FMLX 017046	FMLX 017071	FMLX 017096
FMLX 017022	FMLX 017047	FMLX 017072	FMLX 017097
FMLX 017023	FMLX 017048	FMLX 017073	FMLX 017098
FMLX 017024	FMLX 017049	FMLX 017074	FMLX 017099
FMLX 017025	FMLX 017050	FMLX 017075	FMLX 017100
FMLX 017026	FMLX 017051	FMLX 017076	FMLX 017101
FMLX 017027	FMLX 017052	FMLX 017077	FMLX 017102
FMLX 017028	FMLX 017053	FMLX 017078	FMLX 017104
FMLX 017029	FMLX 017054	FMLX 017079	FMLX 017106
FMLX 017030	FMLX 017055	FMLX 017080	FMLX 017107
FMLX 017031	FMLX 017056	FMLX 017081	FMLX 017109
FMLX 017032	FMLX 017057	FMLX 017082	FMLX 017110
FMLX 017033	FMLX 017058	FMLX 017083	FMLX 017111
FMLX 017034	FMLX 017059	FMLX 017084	FMLX 017112
FMLX 017035	FMLX 017060	FMLX 017085	
FMLX 017036	FMLX 017061	FMLX 017086	
FMLX 017037	FMLX 017062	FMLX 017087	
FMLX 017038	FMLX 017063	FMLX 017088	
FMLX 017039	FMLX 017064	FMLX 017089	
FMLX 017040	FMLX 017065	FMLX 017090	
FMLX 017041	FMLX 017066	FMLX 017091	
FMLX 017042	FMLX 017067	FMLX 017092	
FMLX 017043	FMLX 017068	FMLX 017093	

ACF P4 Tank Cars

Equipment Id	Equipment Id	Equipment Id
FMLX 014001	FMLX 014026	FMLX 014052
FMLX 014002	FMLX 014027	FMLX 014053
FMLX 014003	FMLX 014028	FMLX 014054
FMLX 014004	FMLX 014029	FMLX 014055
FMLX 014005	FMLX 014030	FMLX 014056
FMLX 014006	FMLX 014031	FMLX 014057
FMLX 014007	FMLX 014032	FMLX 014058
FMLX 014008	FMLX 014033	FMLX 014059
FMLX 014009	FMLX 014035	FMLX 014060
FMLX 014010	FMLX 014036	FMLX 014061
FMLX 014011	FMLX 014037	FMLX 014062
FMLX 014012	FMLX 014038	FMLX 014063
FMLX 014013	FMLX 014039	FMLX 014064
FMLX 014014	FMLX 014040	FMLX 014065
FMLX 014015	FMLX 014041	FMLX 014066
FMLX 014016	FMLX 014042	FMLX 014067
FMLX 014017	FMLX 014043	FMLX 014068
FMLX 014018	FMLX 014044	FMLX 014069
FMLX 014019	FMLX 014045	FMLX 014070
FMLX 014020	FMLX 014046	
FMLX 014021	FMLX 014047	
FMLX 014022	FMLX 014048	
FMLX 014023	FMLX 014049	
FMLX 014024	FMLX 014050	
FMLX 014025	FMLX 014051	

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: 1/5/2014

Edward M Luria
Edward M. Luria