

2100795047

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

19624-ABCD

RECORDATION NO.

FILED 1429

SEP 29 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION OF COUNSEL

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

Counterparts - Kim Bartman

September 29, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Equipment Lease (1995-2), dated as of September 15, 1995, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177 and two (2) copies of each of the following secondary documents related thereto: Trust Indenture and Security Agreement (1995-2), dated as September 15, 1995, Equipment Lease Supplement (1995-2) No. 1, dated September 29, 1995, Trust Indenture and Security Agreement Supplement (1995-2) No. 1, dated September 29, 1995, and Bill of Sale, dated as of September 29, 1995.

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

Equipment Lease (1995-2)
and
Equipment Lease Supplement No. 1

Lessor: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Lessee: FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

LICENSING BRANCH

SEP 29 11 47 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

Mr. Vernon A. Williams
September 29, 1995
Page 2

Trust Indenture and Security Agreement (1995-2)
and
Trust Indenture and Security Agreement Supplement No. 1

Owner Trustee : First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Indenture Trustee : Harris Trust and Savings Bank
311 West Monroe Street, 12th Floor
Chicago, Illinois 60603

Bill of Sale

Seller: FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

Buyer: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

Also enclosed is a check in the amount of \$105.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Schedule 1

Description of Items of Equipment

UNION 19000 TANK CARS

FMLX017019	FMLX017035	FMLX017051	FMLX017067	FMLX017083
FMLX017020	FMLX017036	FMLX017052	FMLX017068	FMLX017084
FMLX017021	FMLX017037	FMLX017053	FMLX017069	FMLX017085
FMLX017022	FMLX017038	FMLX017054	FMLX017070	FMLX017086
FMLX017023	FMLX017039	FMLX017055	FMLX017071	FMLX017087
FMLX017024	FMLX017040	FMLX017056	FMLX017072	FMLX017088
FMLX017025	FMLX017041	FMLX017057	FMLX017073	FMLX017089
FMLX017026	FMLX017042	FMLX017058	FMLX017074	FMLX017090
FMLX017027	FMLX017043	FMLX017059	FMLX017075	FMLX017091
FMLX017028	FMLX017044	FMLX017060	FMLX017076	FMLX017092
FMLX017029	FMLX017045	FMLX017061	FMLX017077	FMLX017093
FMLX017030	FMLX017046	FMLX017062	FMLX017078	FMLX017094
FMLX017031	FMLX017047	FMLX017063	FMLX017079	FMLX017095
FMLX017032	FMLX017048	FMLX017064	FMLX017080	FMLX017096
FMLX017033	FMLX017049	FMLX017065	FMLX017081	FMLX017097
FMLX017034	FMLX017050	FMLX017066	FMLX017082	FMLX017098

UNION 15500 TANK CARS

FMLX015501	FMLX015505	FMLX015509	FMLX015513	FMLX015517
FMLX015502	FMLX015506	FMLX015510	FMLX015514	FMLX015518
FMLX015503	FMLX015507	FMLX015511	FMLX015515	FMLX015519
FMLX015504	FMLX015508	FMLX015512	FMLX015516	FMLX015520

ACF P4 TANK CARS

FMLX014001	FMLX014015	FMLX014029	FMLX014043	FMLX014057
FMLX014002	FMLX014016	FMLX014030	FMLX014044	FMLX014058
FMLX014003	FMLX014017	FMLX014031	FMLX014045	FMLX014059
FMLX014004	FMLX014018	FMLX014032	FMLX014046	FMLX014060
FMLX014005	FMLX014019	FMLX014033	FMLX014047	FMLX014061
FMLX014006	FMLX014020	FMLX014034	FMLX014048	FMLX014062
FMLX014007	FMLX014021	FMLX014035	FMLX014049	FMLX014063
FMLX014008	FMLX014022	FMLX014036	FMLX014050	FMLX014064
FMLX014009	FMLX014023	FMLX014037	FMLX014051	FMLX014065
FMLX014010	FMLX014024	FMLX014038	FMLX014052	FMLX014066
FMLX014011	FMLX014025	FMLX014039	FMLX014053	FMLX014067
FMLX014012	FMLX014026	FMLX014040	FMLX014054	FMLX014068
FMLX014013	FMLX014027	FMLX014041	FMLX014055	FMLX014069
FMLX014014	FMLX014028	FMLX014042	FMLX014056	FMLX014070

SEP 29 1995 - 11 50 AM

EQUIPMENT LEASE SUPPLEMENT (1995-2) NO. 1

INDIANAPOLIS COMMERCE COMMISSION

EQUIPMENT LEASE SUPPLEMENT (1995-2) NO. 1, dated September 29, 1995 (this "Supplement"), between FMC CORPORATION, a Delaware corporation (the "Lessee"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor"), under a Trust Agreement dated as of September 15, 1995, with the Owner Participant named therein.

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee heretofore have entered into that certain Equipment Lease (1995-2) dated as of September 15, 1995 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on each Closing Date (such term and other defined terms in the Lease being herein used with the same meanings and the rules of interpretation applicable to the Lease being applicable thereto) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Lessor and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Items of Equipment described in Schedule I hereto have been unconditionally accepted by the Lessee from the Lessor and are now leased under the Lease and have been marked in accordance with Section 4 of the Lease. The Items of Equipment being accepted hereby are located in various jurisdictions, but none of the Items of Equipment being accepted hereby are being accepted in Chicago, Illinois.

1.02 Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. Attached as Schedules D, E, F and G to the Lease are the Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount and EBO Dates, respectively, for the Items of Equipment covered by this Supplement.

1.03 Term. The Interim Term with respect to the Items of Equipment shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 9 and 12 of the Lease, shall terminate at 11:59:59 p.m. on June 30, 1996. The Basic Lease Term with respect to the Items of Equipment, subject to the provisions of Section 7 of the Lease, shall commence immediately upon the expiration of the Interim Term and shall terminate on July 1, 2017.

1.04 Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease

without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

1.05 Law Governing. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

1.06 Limitations of Liability. It is expressly understood and agreed that this Supplement and each other Operative Agreement is executed by the Trust Company, not in its individual capacity or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee, that (except as otherwise expressly provided herein or therein) each and all of the representations, undertakings and agreements herein and therein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trust Company or the Owner Participant, or for the purpose or with the intention of binding the Trust Company or the Owner Participant in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Supplement is executed and delivered by the Owner Trustee solely in the exercise of the powers expressly conferred upon the Owner Trustee under the Trust Agreement, that actions to be taken by the Lessor pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Owner Participant, that nothing herein contained shall be construed as creating any liability on the Trust Company or the Owner Participant, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein or therein, all such liability, if any, being expressly waived by the Lessee and by any Person claiming by, through or under the Lessee, provided, however, that nothing contained in this Section 1.06 shall be construed to limit the liability of the Lessor in its individual capacity for any breach of any representations or warranties of the Lessor in its individual capacity set forth herein or to limit the liability of the Lessor for gross negligence or willful misconduct or for the representations made in its individual capacity or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Lessor hereunder may be performed by the Owner Participant, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Supplement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Owner Trustee thereunder.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants

contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by Harris Trust and Savings Bank on the signature page thereof.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By:

Cheryl A. Francis
Name: Cheryl A. Francis
Title: Treasurer

ATTEST:

By:

Robert L. Day
Name: Robert L. Day
Title: Secretary

LESSOR:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as
Owner Trustee

By:

Name: _____
Title: _____

ATTEST:

By:

Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

LESSOR:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as
Owner Trustee

By:  _____
Name: Brett R. King
Title: Trust Officer

ATTEST:

By:  _____
Name: C. Scott Nielsen
Title: Asst. Vice President

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 26th of September, 1995, before me personally appeared Cheryl A. Francis and Robert L. Day, to me personally known, who being by me duly sworn, say that they are Treasurer and Secretary, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]



My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 1995, before me personally appeared _____, and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

Schedule I
(to Equipment Lease Supplement)

Description of Items of Equipment

UNION 1900 TANK CARS

FMLX017019	FMLX017035	FMLX017051	FMLX017067	FMLX017083
FMLX017020	FMLX017036	FMLX017052	FMLX017068	FMLX017084
FMLX017021	FMLX017037	FMLX017053	FMLX017069	FMLX017085
FMLX017022	FMLX017038	FMLX017054	FMLX017070	FMLX017086
FMLX017023	FMLX017039	FMLX017055	FMLX017071	FMLX017087
FMLX017024	FMLX017040	FMLX017056	FMLX017072	FMLX017088
FMLX017025	FMLX017041	FMLX017057	FMLX017073	FMLX017089
FMLX017026	FMLX017042	FMLX017058	FMLX017074	FMLX017090
FMLX017027	FMLX017043	FMLX017059	FMLX017075	FMLX017091
FMLX017028	FMLX017044	FMLX017060	FMLX017076	FMLX017092
FMLX017029	FMLX017045	FMLX017061	FMLX017077	FMLX017093
FMLX017030	FMLX017046	FMLX017062	FMLX017078	FMLX017094
FMLX017031	FMLX017047	FMLX017063	FMLX017079	FMLX017095
FMLX017032	FMLX017048	FMLX017064	FMLX017080	FMLX017096
FMLX017033	FMLX017049	FMLX017065	FMLX017081	FMLX017097
FMLX017034	FMLX017050	FMLX017066	FMLX017082	FMLX017098

UNION 1550 TANK CARS

FMLX015501	FMLX015505	FMLX015509	FMLX015513	FMLX015517
FMLX015502	FMLX015506	FMLX015510	FMLX015514	FMLX015518
FMLX015503	FMLX015507	FMLX015511	FMLX015515	FMLX015519
FMLX015504	FMLX015508	FMLX015512	FMLX015516	FMLX015520

ACF P4 TANK CARS

FMLX014001	FMLX014015	FMLX014029	FMLX014043	FMLX014057
FMLX014002	FMLX014016	FMLX014030	FMLX014044	FMLX014058
FMLX014003	FMLX014017	FMLX014031	FMLX014045	FMLX014059
FMLX014004	FMLX014018	FMLX014032	FMLX014046	FMLX014060
FMLX014005	FMLX014019	FMLX014033	FMLX014047	FMLX014061
FMLX014006	FMLX014020	FMLX014034	FMLX014048	FMLX014062
FMLX014007	FMLX014021	FMLX014035	FMLX014049	FMLX014063
FMLX014008	FMLX014022	FMLX014036	FMLX014050	FMLX014064
FMLX014009	FMLX014023	FMLX014037	FMLX014051	FMLX014065
FMLX014010	FMLX014024	FMLX014038	FMLX014052	FMLX014066
FMLX014011	FMLX014025	FMLX014039	FMLX014053	FMLX014067
FMLX014012	FMLX014026	FMLX014040	FMLX014054	FMLX014068
FMLX014013	FMLX014027	FMLX014041	FMLX014055	FMLX014069
FMLX014014	FMLX014028	FMLX014042	FMLX014056	FMLX014070

2/5/80

20

2 14
10