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19624-AB (SD)

RECORDATION NO. FILED 1423

SEP 29 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION OF COUNSEL

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

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

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RECEIVED  
OFFICE OF THE  
SECRETARY

Counterparts - Kim Bartman

Mr. Vernon A. Williams  
September 29, 1995  
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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

RECORDATION NO. 19624 -D  
FILED 1425

BILL OF SALE

SEP 29 1995 11 50 AM

FMC Corporation, a Delaware corporation (the "Seller"), in consideration of good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto First Security Bank of Utah, National Association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement (1995-2) which creates a trust referred to as the FMC Rail Trust 1995-2, dated as of September 15, 1995, as thereafter from time to time amended or supplemented, with Norlease, Inc., its successors and assigns, all right, title and interest of the Seller in and to the items of equipment described on the attachment hereto (the "Items of Equipment"), including, without limitation, all warranties provided by any manufacturer of an Item of Equipment to be conveyed with such Item of Equipment to the Owner Trustee to the maximum extent permitted by such warranty and by law and to the extent so permitted such warranty shall be deemed conveyed and a part of the sale of the related Items of Equipment.

To have and to hold, all and singular, the Items of Equipment to the said Owner Trustee, its successors and assigns, for its and their own use and behoof forever.

The Seller hereby represents and warrants to the Owner Trustee, its successors and assigns, that on the date hereof, the Seller is the lawful owner of the Items of Equipment with good right and full power to sell the Items of Equipment and has full legal and beneficial title to the Items of Equipment, free and clear of all Liens; that there is hereby conveyed to the Owner Trustee on the date hereof, full legal and beneficial title to the Items of Equipment, free and clear of all Liens; and the Seller agrees that it will warrant and forever defend such title to the Items of Equipment against the claims and demands of all other Persons.

At any time and from time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered to the Owner Trustee such other instruments and take such other action, all as the Owner Trustee may reasonably request, in order to carry out the intent and purpose of this Bill of Sale.

This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix I to the Participation Agreement.

**Schedule 1  
(To the Bill of Sale)**

**Description of Items of Equipment**

**UNION 19000 TANK CARS**

FMLX017019	FMLX017035	FMLX017051	FMLX017067	FMLX017083
FMLX017020	FMLX017036	FMLX017052	FMLX017068	FMLX017084
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FMLX017033	FMLX017049	FMLX017065	FMLX017081	FMLX017097
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FMLX015503	FMLX015507	FMLX015511	FMLX015515	FMLX015519
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**ACF P4 TANK CARS**

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FMLX014003	FMLX014017	FMLX014031	FMLX014045	FMLX014059
FMLX014004	FMLX014018	FMLX014032	FMLX014046	FMLX014060
FMLX014005	FMLX014019	FMLX014033	FMLX014047	FMLX014061
FMLX014006	FMLX014020	FMLX014034	FMLX014048	FMLX014062
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