

Counterpart - Kimbartman

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RECORDATION NO **19625** - **A, B, C, D**
FILED 1425

SEP 29 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION

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

OF COUNSEL
URBAN A. LESTER

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 (1995-1), 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 (1995-1), dated as September 15, 1995, Equipment Lease Supplement (1995-1) No. 1, dated September 29, 1995, Trust Indenture and Security Agreement Supplement (1995-1) 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 (1995-1)
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

Mr. Vernon A. Williams
September 29, 1995
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Trust Indenture and Security Agreement (1995-1)
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 I

Description of Items of Equipment:

ACE 5000 HOPPER CARS

| | | | | |
|------------|------------|------------|------------|------------|
| FMLX050001 | FMLX050012 | FMLX050023 | FMLX050034 | FMLX050045 |
| FMLX050002 | FMLX050013 | FMLX050024 | FMLX050035 | FMLX050046 |
| FMLX050003 | FMLX050014 | FMLX050025 | FMLX050036 | FMLX050047 |
| FMLX050004 | FMLX050015 | FMLX050026 | FMLX050037 | FMLX050048 |
| FMLX050005 | FMLX050016 | FMLX050027 | FMLX050038 | FMLX050049 |
| FMLX050006 | FMLX050017 | FMLX050028 | FMLX050039 | FMLX050050 |
| FMLX050007 | FMLX050018 | FMLX050029 | FMLX050040 | FMLX050051 |
| FMLX050008 | FMLX050019 | FMLX050030 | FMLX050041 | |
| FMLX050009 | FMLX050020 | FMLX050031 | FMLX050042 | |
| FMLX050010 | FMLX050021 | FMLX050032 | FMLX050043 | |
| FMLX050011 | FMLX050022 | FMLX050033 | FMLX050044 | |

TRUST INDENTURE AND SECURITY AGREEMENT
SUPPLEMENT (1995-1) NO. 1

RECORDATION NO. 9625 FILED 1425

SEP 29 1995 -11 50 AM

UTAH STATE COMMERCE COMMISSION

TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT (1995-1) NO. 1 dated September 29, 1995 (this "Supplement"), by and between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee (the "Owner Trustee"), and HARRIS TRUST AND SAVINGS BANK (the "Indenture Trustee").

RECITAL:

The Trust Indenture and Security Agreement, dated as of September 15, 1995 (herein, together with any amendments and supplements heretofore made thereto, called the "Trust Indenture"), between the parties hereto, provides for the execution and delivery on each Closing Date (such term and other defined terms in the Trust Indenture being herein used with the same meanings and the rules of interpretation applicable thereto being applicable hereto) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Items of Equipment being acquired on such Closing Date and shall specifically grant and confirm a security interest in such Items of Equipment to the Indenture Trustee;

NOW, THEREFORE, the Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest on the Notes at any time outstanding under the Trust Indenture according to their tenor and effect, and to secure the payment and performance of all other indebtedness and obligations secured by the Trust Indenture does hereby convey, warrant, mortgage, assign and pledge unto the Indenture Trustee, its successors and assigns, and grant to the Indenture Trustee, its successors and assigns a security interest in, forever, all and singular of the Owner Trustee's right, title and interest in the Items of Equipment described in Schedule 1 attached hereto, whether now owned by the Owner Trustee or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Items of Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom, in each case excepting (i) such thereof as remain the property of the Lessee under the Lease and (ii) all Excepted Rights in Collateral.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Trust Indenture for its benefit, security and protection.

Attached as Schedule 1 to the Indenture are amortization schedules for each Series of Note(s) issued on September 29, 1995.

It is expressly understood and agreed by and between the Owner Trustee, the Owner Participant, the Indenture Trustee and their respective successors and assigns that, except as expressly provided in Section 2.2 of the Indenture, 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 in the Indenture) each and all of the representations, undertakings and agreements herein and therein made on the part of the Owner Trustee 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, that this Supplement is executed and delivered by the Trust Company solely in the exercise of the powers expressly conferred upon the Trust Company as Owner Trustee under the Trust Agreement, that actions to be taken by the Owner Trustee pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Owner Trustee only upon specific authority of the Owner Participant, that nothing herein or therein 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, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Indenture Trustee and by any person claiming by, through or under the Indenture Trustee, and that so far as the Trust Company or the Owner Participant, in its individual capacity or personally are concerned, the Indenture Trustee and any person claiming by, through or under the Indenture Trustee shall look solely to the Trust Estate and the Collateral for the performance of any obligation under any of the instruments referred to herein; provided, however, that except as herein provided, nothing herein shall be construed to limit or otherwise modify the rights and remedies of the Indenture Trustee and the holders of the Notes contained in Section 5 of the Indenture, and provided, further, that nothing contained herein shall be construed to limit the liability of the Trust Company for any breach of any representations or warranties of the Trust Company set forth herein or to limit the liability of the Trust Company for gross negligence

or willful misconduct or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Owner Trustee 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 part of the Trust Indenture and all terms, conditions and covenants contained in the Trust Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Trust Indenture dated as of September 15, 1995" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

* * * * *

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed and delivered, and the Indenture Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

Owner Trustee:

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

Indenture Trustee:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed and delivered, and the Indenture Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

Owner Trustee:

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

By: _____
Name: _____
Title: _____

ATTEST:

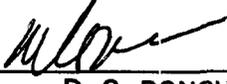
By: _____
Name: _____
Title: _____

Indenture Trustee:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 
Name: KEVIN O. HEALEY
Title: VICE PRESIDENT

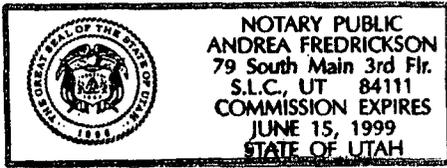
ATTEST:

By: 
Name: D. G. DONOVAN
Title: ASSISTANT SECRETARY

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 20th of September, 1995, before me personally appeared Brett R. King and C. Scott Nielsen, to me personally known, who being by me duly sworn, say that they are the Trust Officer and Asst. Vice President 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 that the execution of the foregoing instrument was the free act and deed of said corporation.

Andrea Fredrickson
Notary Public



[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 199__, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are the _____ and _____ of Harris Trust and Savings Bank, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and 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 September, 1995, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____ of First Security Bank of Utah, National Association, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

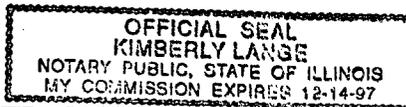
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 21st day of September, 1995, before me personally appeared Kevin O. Healey and D. G. Donovan, to me personally known, who being by me duly sworn, says that they are the Vice President and Assistant Secretary of Harris Trust and Savings Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My commission expires: _____



SCHEDULE 1
(to Trust Indenture and Security Agreement Supplement)

DESCRIPTION OF UNITS

ACF 5000 HOPPER CARS

| | | | | |
|------------|------------|------------|------------|------------|
| FMLX050001 | FMLX050012 | FMLX050023 | FMLX050034 | FMLX050045 |
| FMLX050002 | FMLX050013 | FMLX050024 | FMLX050035 | FMLX050046 |
| FMLX050003 | FMLX050014 | FMLX050025 | FMLX050036 | FMLX050047 |
| FMLX050004 | FMLX050015 | FMLX050026 | FMLX050037 | FMLX050048 |
| FMLX050005 | FMLX050016 | FMLX050027 | FMLX050038 | FMLX050049 |
| FMLX050006 | FMLX050017 | FMLX050028 | FMLX050039 | FMLX050050 |
| FMLX050007 | FMLX050018 | FMLX050029 | FMLX050040 | FMLX050051 |
| FMLX050008 | FMLX050019 | FMLX050030 | FMLX050041 | |
| FMLX050009 | FMLX050020 | FMLX050031 | FMLX050042 | |
| FMLX050010 | FMLX050021 | FMLX050032 | FMLX050043 | |
| FMLX050011 | FMLX050022 | FMLX050033 | FMLX050044 | |