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

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

SEP 29 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION

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

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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:

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	

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ILLINOIS STATE COMMERCE COMMISSION

BILL OF SALE

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 (1995-1) which creates a trust referred to as the FMC Rail Trust 1995-1, dated as of September 15, 1995, as thereafter from time to time amended or supplemented, with NationsBank, National Association, 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.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 29<sup>th</sup> day of September, 1995.

FMC CORPORATION

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

Schedule 1  
(To the Bill of Sale)

Description of Items of Equipment

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	