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

RECORDATION NO. 19625-AFG FILED 1995

DEC 29 1995 8 45 AM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

December 28, 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 an Equipment Lease Supplement (1995-1) No. 2, dated December 29, 1995; Trust Indenture and Security Agreement Supplement (1995-1) No. 2, dated December 29, 1995 and a Bill of Sale, dated December 29, 1995, all secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relates to the Equipment Lease Agreement and other secondary documents filed with the Commission under Recordation Number 19625.

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

Equipment Lease Supplement (1995-1) No. 2

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

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

Copy - Counterpart -

Mr. Vernon A. Williams
December 28, 1995
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Trust Indenture and Security Agreement Supplement (1995-1) No. 2

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 \$63.00 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
(to the Bill of Sale)

Description of Items of Equipment

THRALL HOPPER CARS

FMLX062001	FMLX062009	FMLX062017	FMLX062025	FMLX062033
FMLX062002	FMLX062010	FMLX062018	FMLX062026	FMLX062034
FMLX062003	FMLX062011	FMLX062019	FMLX062027	FMLX062035
FMLX062004	FMLX062012	FMLX062020	FMLX062028	FMLX062036
FMLX062005	FMLX062013	FMLX062021	FMLX062029	FMLX062037
FMLX062006	FMLX062014	FMLX062022	FMLX062030	FMLX062038
FMLX062007	FMLX062015	FMLX062023	FMLX062031	FMLX062039
FMLX062008	FMLX062016	FMLX062024	FMLX062032	FMLX062040

ACF 5100 HOPPER CARS

FMLX051001	FMLX051031	FMLX051061	FMLX051091	FMLX051121
FMLX051002	FMLX051032	FMLX051062	FMLX051092	FMLX051122
FMLX051003	FMLX051033	FMLX051063	FMLX051093	FMLX051123
FMLX051004	FMLX051034	FMLX051064	FMLX051094	FMLX051124
FMLX051005	FMLX051035	FMLX051065	FMLX051095	FMLX051125
FMLX051006	FMLX051036	FMLX051066	FMLX051096	FMLX051126
FMLX051007	FMLX051037	FMLX051067	FMLX051097	FMLX051127
FMLX051008	FMLX051038	FMLX051068	FMLX051098	FMLX051128
FMLX051009	FMLX051039	FMLX051069	FMLX051099	FMLX051129
FMLX051010	FMLX051040	FMLX051070	FMLX051100	FMLX051130
FMLX051011	FMLX051041	FMLX051071	FMLX051101	FMLX051131
FMLX051012	FMLX051042	FMLX051072	FMLX051102	FMLX051132
FMLX051013	FMLX051043	FMLX051073	FMLX051103	FMLX051133
FMLX051014	FMLX051044	FMLX051074	FMLX051104	FMLX051134
FMLX051015	FMLX051045	FMLX051075	FMLX051105	FMLX051135
FMLX051016	FMLX051046	FMLX051076	FMLX051106	FMLX051136
FMLX051017	FMLX051047	FMLX051077	FMLX051107	FMLX051137
FMLX051018	FMLX051048	FMLX051078	FMLX051108	FMLX051138
FMLX051019	FMLX051049	FMLX051079	FMLX051109	FMLX051139
FMLX051020	FMLX051050	FMLX051080	FMLX051110	FMLX051140
FMLX051021	FMLX051051	FMLX051081	FMLX051111	FMLX051141
FMLX051022	FMLX051052	FMLX051082	FMLX051112	FMLX051142
FMLX051023	FMLX051053	FMLX051083	FMLX051113	FMLX051143
FMLX051024	FMLX051054	FMLX051084	FMLX051114	FMLX051144
FMLX051025	FMLX051055	FMLX051085	FMLX051115	FMLX051145
FMLX051026	FMLX051056	FMLX051086	FMLX051116	FMLX051146
FMLX051027	FMLX051057	FMLX051087	FMLX051117	FMLX051147
FMLX051028	FMLX051058	FMLX051088	FMLX051118	FMLX051148
FMLX051029	FMLX051059	FMLX051089	FMLX051119	FMLX051149
FMLX051030	FMLX051060	FMLX051090	FMLX051120	FMLX051150

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EQUIPMENT LEASE SUPPLEMENT (1995-1) NO. 2 COMMERCE COMMISSION

EQUIPMENT LEASE SUPPLEMENT (1995-1) NO. 2, dated December 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 (1995-1) 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:

D.N. Schuchardt
Name: D.N. Schuchardt
Title: Assistant Treasurer

ATTEST:

By:

R. 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

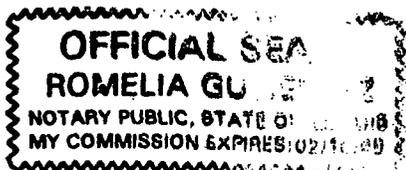
By:  _____
Name: **Brett R. King**
Title: **Trust Officer**

ATTEST:

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

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 19th of December, 1995, before me personally appeared D. N. Schuchardt and Robert L. Day, to me personally known, who being by me duly sworn, say that they are Assistant 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.



Romelia Gutierrez
Notary Public

[NOTARIAL SEAL]

My commission expires: 2/10/99

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

THRALL HOPPER CARS

FMLX062001	FMLX062009	FMLX062017	FMLX062025	FMLX062033
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ACF 5100 HOPPER CARS

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FMLX051020	FMLX051050	FMLX051080	FMLX051110	FMLX051140
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FMLX051022	FMLX051052	FMLX051082	FMLX051112	FMLX051142
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