

19997-G

JUN 28 1995

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 Illinois~~, National Association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement (1996-1) which creates a trust referred to as the FMC Rail Trust 1996-1, dated as of September 15, 1995, as thereafter from time to time amended or supplemented, with KBNY Leasing Inc. (as successor in interest to 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 28th day of June, 1996.

FMC CORPORATION

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

**Schedule I
(to the Bill of Sale)**

Description of Items of Equipment

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|------------|------------|------------|------------|------------|
| FMLX051451 | FMLX051491 | FMLX051531 | FMLX051571 | FMLX051611 |
| FMLX051452 | FMLX051492 | FMLX051532 | FMLX051572 | FMLX051612 |
| FMLX051453 | FMLX051493 | FMLX051533 | FMLX051573 | FMLX051613 |
| FMLX051454 | FMLX051494 | FMLX051534 | FMLX051574 | FMLX051614 |
| FMLX051455 | FMLX051495 | FMLX051535 | FMLX051575 | FMLX051615 |
| FMLX051456 | FMLX051496 | FMLX051536 | FMLX051576 | FMLX051616 |
| FMLX051457 | FMLX051497 | FMLX051537 | FMLX051577 | FMLX051617 |
| FMLX051458 | FMLX051498 | FMLX051538 | FMLX051578 | FMLX051618 |
| FMLX051459 | FMLX051499 | FMLX051539 | FMLX051579 | FMLX051619 |
| FMLX051460 | FMLX051500 | FMLX051540 | FMLX051580 | FMLX051620 |
| FMLX051461 | FMLX051501 | FMLX051541 | FMLX051581 | FMLX051621 |
| FMLX051462 | FMLX051502 | FMLX051542 | FMLX051582 | FMLX051622 |
| FMLX051463 | FMLX051503 | FMLX051543 | FMLX051583 | FMLX051623 |
| FMLX051464 | FMLX051504 | FMLX051544 | FMLX051584 | FMLX051624 |
| FMLX051465 | FMLX051505 | FMLX051545 | FMLX051585 | FMLX051625 |
| FMLX051466 | FMLX051506 | FMLX051546 | FMLX051586 | FMLX051626 |
| FMLX051467 | FMLX051507 | FMLX051547 | FMLX051587 | FMLX051627 |
| FMLX051468 | FMLX051508 | FMLX051548 | FMLX051588 | FMLX051628 |
| FMLX051469 | FMLX051509 | FMLX051549 | FMLX051589 | FMLX051629 |
| FMLX051470 | FMLX051510 | FMLX051550 | FMLX051590 | FMLX051630 |
| FMLX051471 | FMLX051511 | FMLX051551 | FMLX051591 | FMLX051631 |
| FMLX051472 | FMLX051512 | FMLX051552 | FMLX051592 | FMLX051632 |
| FMLX051473 | FMLX051513 | FMLX051553 | FMLX051593 | FMLX051633 |
| FMLX051474 | FMLX051514 | FMLX051554 | FMLX051594 | FMLX051634 |
| FMLX051475 | FMLX051515 | FMLX051555 | FMLX051595 | FMLX051635 |
| FMLX051476 | FMLX051516 | FMLX051556 | FMLX051596 | FMLX051636 |
| FMLX051477 | FMLX051517 | FMLX051557 | FMLX051597 | FMLX051637 |
| FMLX051478 | FMLX051518 | FMLX051558 | FMLX051598 | FMLX051638 |
| FMLX051479 | FMLX051519 | FMLX051559 | FMLX051599 | FMLX051639 |
| FMLX051480 | FMLX051520 | FMLX051560 | FMLX051600 | FMLX051640 |
| FMLX051481 | FMLX051521 | FMLX051561 | FMLX051601 | FMLX051641 |
| FMLX051482 | FMLX051522 | FMLX051562 | FMLX051602 | FMLX051642 |
| FMLX051483 | FMLX051523 | FMLX051563 | FMLX051603 | FMLX051643 |
| FMLX051484 | FMLX051524 | FMLX051564 | FMLX051604 | FMLX051644 |
| FMLX051485 | FMLX051525 | FMLX051565 | FMLX051605 | FMLX051645 |
| FMLX051486 | FMLX051526 | FMLX051566 | FMLX051606 | FMLX051646 |
| FMLX051487 | FMLX051527 | FMLX051567 | FMLX051607 | FMLX051647 |
| FMLX051488 | FMLX051528 | FMLX051568 | FMLX051608 | FMLX051648 |
| FMLX051489 | FMLX051529 | FMLX051569 | FMLX051609 | FMLX051649 |
| FMLX051490 | FMLX051530 | FMLX051570 | FMLX051610 | FMLX051650 |

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|------------|------------|------------|
| FMLX051651 | FMLX051671 | FMLX051691 |
| FMLX051652 | FMLX051672 | FMLX051692 |
| FMLX051653 | FMLX051673 | FMLX051693 |
| FMLX051654 | FMLX051674 | FMLX051694 |
| FMLX051655 | FMLX051675 | FMLX051695 |
| FMLX051656 | FMLX051676 | FMLX051696 |
| FMLX051657 | FMLX051677 | FMLX051697 |
| FMLX051658 | FMLX051678 | FMLX051698 |
| FMLX051659 | FMLX051679 | FMLX051699 |
| FMLX051660 | FMLX051680 | FMLX051700 |
| FMLX051661 | FMLX051681 | FMLX051701 |
| FMLX051662 | FMLX051682 | FMLX051702 |
| FMLX051663 | FMLX051683 | FMLX051703 |
| FMLX051664 | FMLX051684 | FMLX051704 |
| FMLX051665 | FMLX051685 | FMLX051705 |
| FMLX051666 | FMLX051686 | |
| FMLX051667 | FMLX051687 | |
| FMLX051668 | FMLX051688 | |
| FMLX051669 | FMLX051689 | |
| FMLX051670 | FMLX051690 | |