

100692000

LAW OFFICES  
**MILES & STOCKBRIDGE**

300 ACADEMY STREET  
CAMBRIDGE, MD 21613-1865

A PROFESSIONAL CORPORATION

30 WEST PATRICK STREET  
FREDERICK, MD 21701-6903

101 BAY STREET  
EASTON, MD 21601-2718

10 LIGHT STREET  
BALTIMORE, MARYLAND 21202-1487

22 WEST JEFFERSON STREET  
ROCKVILLE, MD 20850-4286

11350 RANDOM HILLS ROAD  
FAIRFAX, VA 22030-7429

TELEPHONE 410-727-6464  
FAX 410-385-3700

600 WASHINGTON AVENUE  
TOWSON, MD 21284-3966  
1450 G STREET, N.W.  
WASHINGTON, D.C. 20005-3900

RECEIVED  
OFFICE OF THE  
SECRETARY  
JUL 14 10 36 AM '95  
PENNSYLVANIA BRANCH

JOHN A. STALFORT  
410-385-3424

July 12, 1995

via FEDERAL EXPRESS

18835-2

JUL 14 1995 11:00 AM

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Mrs. Janice Fort

Re: Our File No.: 258-1461

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11303 are one original and one notarized copy of the following document:

Amendment to Railcar Lease Agreement (2nd Additional Train) dated June 21, 1995 by and between Southern Illinois Railcar Company (One Mark Twain Plaza, Suite #225, Edwardsville, Illinois 62025-1959) and Prestage Farms Inc. (P.O. Box 438, Clinton, N.C. 28328) and Carroll's Foods, Inc. (P.O. Box 438, Clinton, N.C. 28328) which relates to the Railcar Lease Agreement (2nd Additional Train) dated as of October 22, 1993 between Southern Illinois Railcar Company (One Mark Twain Plaza, Suite #225, Edwardsville, Illinois 62025-1959) and Prestage Farms Inc. (P.O. Box 438, Clinton, N.C. 28328) and Carroll's Foods, Inc. (P.O. Box 438, Clinton, N.C. 28328) recorded with the Interstate Commerce Commission on June 7, 1994, under Recordation No. 18835.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recordation.

Once this document has been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, A Professional Corporation, 10 Light Street, 9th Floor, Baltimore, Maryland 21202).

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,  
*Michele E. Sperato*  
Michele E. Sperato



Office Of The Secretary

Interstate Commerce Commission  
Washington, D.C. 20423-0001

7/14/95

John A. Stalfort, Esquire  
Miles & Stockbridge  
10 Light Street  
9th Floor  
Baltimore, Maryland 21202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/14/95 at 10:45AM, and assigned recordation number(s). 18835-C, 18835-D, 18835-E, 19040-D.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100692022)  
(0100692023)  
(0100692024)  
(0100692025)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

18835 e

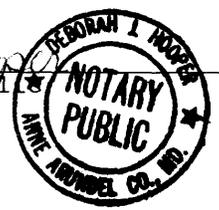
JUL 14 1995 10 15 AM

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Amendment to Railcar Lease Agreement (2nd Additional Train) is a true and complete copy of said Amendment to Railcar Lease Agreement (2nd Additional Train).

WITNESS my hand and seal this 12<sup>th</sup> day of July, 1995.

*Deborah I. Hooper*  
Notary Public



My Commission Expires: 7/27/98

18835-C  
JUL 14 1995 11:15 AM

**AMENDMENT TO RAILCAR LEASE AGREEMENT  
(2nd Additional Train)**

THIS AMENDMENT TO RAILCAR LEASE AGREEMENT (2nd Additional Train) (this "Agreement") is made as of this 21st day of June, 1995, by and between SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation ("Lessor"), and PRESTAGE FARMS INC., a North Carolina corporation, and CARROLL'S FOODS INC., a North Carolina corporation (collectively, "Lessee"), witnesseth:

**Recitals**

- A. Lessor and Lessee entered into a Railcar Lease Agreement (2nd Additional Train) dated as of October 22, 1993 (the "Lease").
- B. The Lease was filed among the records of the Interstate Commerce Commission on June 7, 1994 at Recordation No. 18835.
- C. Lessor has substituted certain railcars under the Lease.
- D. Lessor and Lessee desire to amend certain provisions of the Lease to reflect such substitution.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. The facts set forth above are true and accurate in each respect.
- 2. The Lease is hereby amended as follows:  
Schedule A attached hereto is substituted for Schedule A attached to the Lease.
- 3. The term "this Agreement" as used in the Lease shall mean the Lease as modified herein unless the context clearly indicates or dictates a contrary meaning.
- 4. Lessee will execute such confirmatory instruments with respect to the Lease as Lessor may require.
- 5. Lessee ratifies and confirms all of its liabilities and obligations under the Lease and agrees that, except as expressly modified in this Agreement, the Lease continues in full force and effect as if set forth specifically herein.
- 6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written

consent of Lessor. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed under seal as of the date first above written.

ATTEST:

SOUTHERN ILLINOIS RAILCAR COMPANY

Lisa Albrecht

By: [Signature] (SEAL)  
Gary J. Goodman

ATTEST:

PRESTAGE FARMS INC.

Bobby Pope

By: [Signature] (SEAL)

ATTEST:

CARROLL'S FOODS INC.

Bobby Pope

By: [Signature] (SEAL)

STATE OF ILLINOIS, COUNTY OF MADISON, TO WIT:

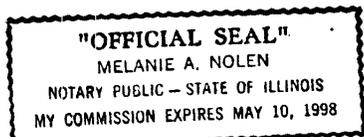
I HEREBY CERTIFY, that on this 26th day of June, 1995, before me, the undersigned, a Notary Public of the State of Illinois, personally appeared Gary J. Goodman, who acknowledged himself/herself to be the Vice President of Southern Illinois Railcar Company, an Illinois corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Vice President of said corporation by signing the name of the corporation by himself/herself as Vice President.

AS WITNESS my hand and Notarial Seal.

Melanie A. Nolen  
Notary Public

(SEAL)

My Commission Expires:



STATE OF North Carolina County Duplin OF Duplin, TO WIT:

I HEREBY CERTIFY, that on this 21 day of June, 1995, before me, the undersigned, a Notary Public of the State of North Carolina, personally appeared Yon Johnson, who acknowledged himself/herself to be the Purchasing mgr. of Prestage Farms Inc., a North Carolina corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Purchasing mgr. of said corporation by signing the name of the corporation by himself/herself as Purchasing mgr..

AS WITNESS my hand and Notarial Seal.

Lisa C. Slack  
Notary Public

(SEAL)

My Commission Expires: Sept. 30, 1998

STATE OF North Carolina, County Duplin OF Duplin, TO WIT:

I HEREBY CERTIFY, that on this 21 day of June, 1995, before me, the undersigned, a Notary Public of the State of North Carolina, personally appeared Billy Holt, who acknowledged himself/herself to be the Purchasing mgr. of Carroll's Foods Inc., a North Carolina corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Purchasing mgr. of said corporation by signing the name of the corporation by himself/herself as Purchasing mgr..

AS WITNESS my hand and Notarial Seal.

Lisa C. Slack  
Notary Public

(SEAL)

My Commission Expires: Sept. 30, 1998

A:TR146120.AME/Perdue/Dickl/cnr

RAILCAR LEASE AGREEMENT  
(2ND ADDITIONAL TRAIN)

SCHEDULE "A"

CAR INITIAL & NUMBER

SIRX 53624	SIRX 465018
SIRX 53630	SIRX 465019
SIRX 49135	SIRX 465027
SIRX 49244	SIRX 470000
SIRX 460001	SIRX 470004
SIRX 465013	
SIRX 465026	SIRX 460006
SIRX 470002	
SIRX 470005	
SIRX 475017	
SIRX 475018	
SIRX 475019	SIRX 465003
SIRX 460014	SIRX 476347
SIRX 460193	SIRX 460002
SIRX 460194	SIRX 460003
SIRX 470100	SIRX 460007
SIRX 21009	SIRX 460013
SIRX 21014	SIRX 465006
SIRX 21018	SIRX 465007
SIRX 480000	SIRX 465009
SIRX 53651	SIRX 465010
SIRX 53646	SIRX 465017
SIRX 460004	SIRX 465024
SIRX 460005	SIRX 465025
SIRX 460010	SIRX 472504
SIRX 53652	SIRX 460008
SIRX 460009	SIRX 465001
SIRX 465000	SIRX 465023
SIRX 465005	SIRX 465002
SIRX 465014	SIRX 465004
SIRX 460011	SIRX 465011
SIRX 465002	SIRX 465015
SIRX 465016	SIRX 465021
SIRX 475043	SIRX 475047
SIRX 475044	SIRX 475048
SIRX 475046	

*"New"  
Schedule*

LAW OFFICES  
**MILES & STOCKBRIDGE**

A PROFESSIONAL CORPORATION

10 LIGHT STREET  
BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

300 ACADEMY STREET  
CAMBRIDGE, MD 21613-1865

101 BAY STREET  
EASTON, MD 21601-2718

11350 RANDOM HILLS ROAD  
FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET  
FREDERICK, MD 21701-6903

22 WEST JEFFERSON STREET  
ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE  
TOWSON, MD 21204-3965

1450 G STREET, N.W.  
WASHINGTON, D.C. 20005-2001

JOHN A. STALFORT  
410-385-3424

July 20, 1995

via FEDERAL EXPRESS

Interstate Commerce Commission  
12th and Constitution Avenues, N.W.  
Washington, D.C. 20423  
Attention: Mrs. Janice Fort

Re: Our File No.: 258-1461

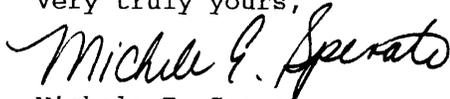
Dear Mrs. Fort:

On July 14, 1995 at 10:45 a.m., under Recordation No. 18835-C, the Amendment to Railcar Lease Agreement (2nd Additional Train) dated June 21, 1995 by and between Southern Illinois Railcar Company and Prestage Farms Inc. and Carroll's Foods, Inc. was filed with the Interstate Commerce Commission. Enclosed for your information is a copy of page 1 of that document.

Schedule A (page A-1) that was filed with this document was incorrect. Accordingly, enclosed is the correct Schedule A to be recorded with the Amendment and request that you substitute the "New" Schedule A for the one that is now attached to the Amendment and discard the "Old" Schedule A.

I apologize for any inconvenience this substitution may cause. Please call me at (410) 385-3425 to verify that the substitution has been made.

Very truly yours,



Michele E. Sperato,  
Secretary to John A. Stalfort

Enclosure

RECORDATION NO. 18835-c FILED 1425

JUL 14 1995 10 45 AM

**AMENDMENT TO RAILCAR LEASE AGREEMENT  
(2nd Additional Train)**

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT TO RAILCAR LEASE AGREEMENT (2nd Additional Train) (this "Agreement") is made as of this 21st day of June, 1995, by and between SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation ("Lessor"), and PRESTAGE FARMS INC., a North Carolina corporation, and CARROLL'S FOODS INC., a North Carolina corporation (collectively, "Lessee"), witnesseth:

**Recitals**

- A. Lessor and Lessee entered into a Railcar Lease Agreement (2nd Additional Train) dated as of October 22, 1993 (the "Lease").
- B. The Lease was filed among the records of the Interstate Commerce Commission on June 7, 1994 at Recordation No. 18835.
- C. Lessor has substituted certain railcars under the Lease.
- D. Lessor and Lessee desire to amend certain provisions of the Lease to reflect such substitution.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.
2. The Lease is hereby amended as follows:  
Schedule A attached hereto is substituted for Schedule A attached to the Lease.
3. The term "this Agreement" as used in the Lease shall mean the Lease as modified herein unless the context clearly indicates or dictates a contrary meaning.
4. Lessee will execute such confirmatory instruments with respect to the Lease as Lessor may require.
5. Lessee ratifies and confirms all of its liabilities and obligations under the Lease and agrees that, except as expressly modified in this Agreement, the Lease continues in full force and effect as if set forth specifically herein.
6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written

SCHEDULE A

DESCRIPTION OF REPLACEMENT CARS

Five (5) covered hopper cars bearing car numbers and marks:

SIRX 475043  
SIRX 475044  
SIRX 475046  
SIRX 475047  
SIRX 475048

*copy of  
"old" schedule  
(to be substituted  
w/ new schedule)*

SCHEDULE A

DESCRIPTION OF REPLACEMENT CARS

Five (5) covered hopper cars bearing car numbers and marks:

SIRX 475043  
SIRX 475044  
SIRX 475046  
SIRX 475047  
SIRX 475048