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WASHINGTON, D.C. 20006-4103
202-296-8600

TELECOPIER
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October 23, 1995

VIA OVERNIGHT COURIER

RECORDATION NO. 19596-B
FILED 1428

OCT 2 1995 10 20 AM

INTERSTATE COMMERCE COMMISSION

Vernon A. Williams
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Janice Fort, Room 2311

Re: The Pittsburgh and Lake Erie Railroad Company (now known as Pittsburgh & Lake Erie Properties, Inc.)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two original executed copies and two photostatic copies of a Corrected Lease and Indenture Supplement No. 1, dated as of September 12, 1995 (the "Corrected Supplement"), relating to a Lease Agreement, dated as of August 30, 1995 (the "Lease"), between Wilmington Trust Company, as Owner Trustee, ("Lessor") and A.E. Staley Manufacturing Company ("Lessee"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 under Recordation Number 19596, which Corrected Supplement is a secondary document as defined in the Commission's Rules for the Recordation of Documents.

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

Lessee: A. E. Staley Manufacturing Company
2200 E. Eldorado Street
Decatur, Il 52525

Lessor: Wilmington Trust Company, as Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19806

10/23/95
RHCH27:SLIFVEN
93584-1

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RECEIVED
OFFICE OF THE
SECRETARY

Vernon A. Williams
October 23, 1995
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Corrected Supplement enclosed herein.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped original and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2700, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and the primary document to which it relates:

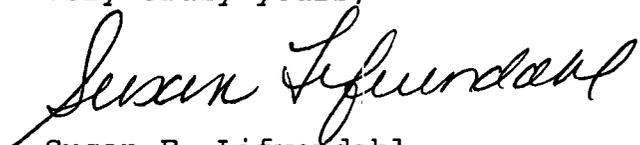
Document to be Recorded

Corrected Lease and Indenture Supplement No. 1, between Wilmington Trust Company, as Owner Trustee, ("Lessor"), and A.E. Staley Manufacturing Company, as Lessee, dated as of September 12, 1995, relating to the railcars identified therein.

Primary Document to Which it Relates

Lease Agreement between Wilmington Trust Company, as Owner Trustee, as Lessor, and A.E. Staley Manufacturing Company, as Lessee, dated August 30, 1995, recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 under Recordation Number 19596.

Very truly yours,



Susan F. Lifvendahl

SFL
w/encl.

cc: Robert W. Kleinman
Susan G. Lichtenfeld

RECORDATION NO. 19596-B FILED 1426
OCT 2 1995 -10 20 AM
INTERSTATE COMMERCE COMMISSION

CORRECTED LEASE AND INDENTURE SUPPLEMENT No. 1

Dated September 12, 1995

between

WILMINGTON TRUST COMPANY, as Owner Trustee

and

A.E. STALEY MANUFACTURING COMPANY, as Lessee

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO IBJ SCHRODER BANK & TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF AUGUST 30, 1995. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY IBJ SCHRODER BANK & TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS THE ORIGINAL COUNTERPART.

THIS LEASE AND INDENTURE SUPPLEMENT No. 1
HAS BEEN FILED WITH THE
INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303 AND
DEPOSITED IN THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO
SECTION 90 OF THE RAILWAY ACT OF CANADA

CORRECTED LEASE AND INDENTURE SUPPLEMENT No. 1

LEASE AND INDENTURE SUPPLEMENT No. 1 dated September 12, 1995 (this "Lease and Indenture Supplement") between Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided in the Operative Documents, but solely as Owner Trustee (in such capacity, the "Owner Trustee"), under that certain Amended and Restated Trust Agreement dated as of August 30, 1995 with Citicorp USA, Inc., a Delaware corporation, and A.E. Staley Manufacturing Company, a Delaware corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Trust Indenture and Security Agreement dated as of August 30, 1995 (the "Trust Indenture"), between the Owner Trustee and IBJ Schroder Bank & Trust Company, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Railcars (such term and other defined terms in the Trust Indenture being herein used with the same meanings) included in the Trust Indenture Estate, and shall specifically subject such Railcars to the Lien of the Trust Indenture;

WHEREAS, the Lease Agreement dated as of August 30, 1995 (the "Lease"), between the Owner Trustee and the Lessee provides for the execution and delivery of a supplement thereto substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by the Owner Trustee to the Lessee in accordance with the terms of the Lease; and

WHEREAS, each of the Trust Indenture and the Lease relates to the Railcars described below and this Lease and Indenture Supplement, together with the Trust Indenture and the Lease, is being filed for recordation on the date hereof with the ICC pursuant to the Act and with the Office of Registrar of Canada pursuant to the Canadian Act;

ACCORDINGLY, This Lease and Indenture Supplement witnesseth as follows:

1. Delivery of Railcars under the Lease; Lessor's Cost. The Owner Trustee hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Owner Trustee, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto. The Lessee hereby confirms to the Owner Trustee and to the Indenture Trustee that the Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 4 to the Lease for such

Railcars, and in good working order and in conformance with all provisions of the Lease. The Aggregate Lessor's Cost of such Railcars is \$31,457,250.

2. Railcars Subject to the Trust Indenture. In order to secure the prompt payment of the principal of and Make-Whole Amount (if any) and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Trust Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Loan Participant and the Loan Certificate Holders in the Trust Indenture and in the Participation Agreement and the Loan Certificates contained therein, and the prompt payment of any and all amounts from time to time owing under the Trust Indenture or the Participation Agreement or the other Operative Documents by the Owner Trustee, the Owner Participant or the Lessee to the Loan Participant and the Loan Certificate Holders, and for the uses and purposes and subject to the terms and provisions of the Trust Indenture, and in consideration of the premises and of the covenants contained in the Trust Indenture, and of the acceptance of the Loan Certificates by the Loan Certificate Holders, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee and its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, a first priority security interest in and first mortgage lien upon, all right, title and interest of the Owner Trustee in, to and under the Railcars described on Schedule 1 hereto, together with all parts, equipment and accessories thereto belonging, by whomsoever manufactured, owned by the Owner Trustee and installed in or appurtenant to said Railcars.

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Trust Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, all of the right, title and interest of the Owner Trustee in, to and under this Lease and Indenture Supplement

(other than Excluded Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participant and the Loan Certificate Holders for the uses and purposes and subject to the terms and provisions set forth in the Trust Indenture.

3. Ratification. This Lease and Indenture Supplement shall be construed as supplemental to the Trust Indenture and to the Lease and shall form a part thereof, and each of the Trust Indenture and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

4. Delivery. This Lease and Indenture Supplement is being delivered in the State of New York.

5. Acknowledgment of Owner Trustee. The Owner Trustee hereby acknowledges that the Railcars referred to in this Lease and Indenture Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee and are (i) covered by all the terms and conditions of the Trust Agreement, (ii) subject to the Lien of the Trust Indenture and (iii) subject to the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity,
except as otherwise expressly
provided in the Operative
Documents, but solely as Owner
Trustee

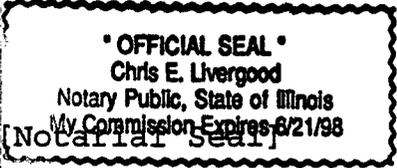
By: 
Title: *Financial Services Officer*

A.E. STALEY MANUFACTURING COMPANY

By: 
Title: Assistant Treasurer.

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS.

On this 6th day of October, 1995, before me personally appeared Dennis Setternick, to me personally known who, being by me duly sworn, says that he is Assistant Treasurer of A.E. STALEY MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Chris E. Livergood
NOTARY PUBLIC

My Commission Expires: 6/21/98

STATE OF Delaware)
COUNTY OF New Castle) SS.

On this 17 day of October, 1995, before me personally appeared Edward K. Smith Jr. to me personally known who, being by me duly sworn, says that he is Financial Services of Officer WILMINGTON TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Denise M. Geran
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires:

DENISE M. GERAN
NOTARY PUBLIC

My Commission Expires February 16, 1999

Schedule 1 to
Lease and Indenture Supplement

<u>Type</u>	<u>Road Number</u>	<u>Road Number</u>
Hopper	STLX 5000	STLX 5047
	STLX 5001	STLX 5048
	STLX 5002	STLX 5049
	STLX 5003	STLX 5050
	STLX 5004	STLX 5051
	STLX 5005	STLX 5052
	STLX 5006	STLX 5053
	STLX 5007	STLX 5054
	STLX 5008	STLX 5055
	STLX 5009	STLX 5056
	STLX 5010	STLX 5057
	STLX 5011	STLX 5058
	STLX 5012	STLX 5059
	STLX 5013	STLX 5060
	STLX 5014	STLX 5061
	STLX 5015	STLX 5062
	STLX 5016	STLX 5063
	STLX 5017	STLX 5064
	STLX 5018	STLX 5065
	STLX 5019	STLX 5066
	STLX 5020	STLX 5067
	STLX 5021	STLX 5068
	STLX 5022	STLX 5069
	STLX 5023	STLX 5070
	STLX 5024	STLX 5071
	STLX 5025	STLX 5072
	STLX 5026	STLX 5073
	STLX 5027	STLX 5074
	STLX 5028	STLX 5075
	STLX 5029	STLX 5076
	STLX 5030	STLX 5077
	STLX 5031	STLX 5078
	STLX 5032	STLX 5079
	STLX 5033	STLX 5080
	STLX 5034	STLX 5081
	STLX 5035	STLX 5082
	STLX 5036	STLX 5083
	STLX 5037	STLX 5084
	STLX 5038	STLX 5085
	STLX 5039	STLX 5086
	STLX 5040	STLX 5087
	STLX 5041	STLX 5088
	STLX 5042	STLX 5089
	STLX 5043	STLX 5090
	STLX 5044	STLX 5091
	STLX 5045	STLX 5092
	STLX 5046	STLX 5093

<u>Type</u>	<u>Road Number</u>	<u>Road Number</u>
Hopper	STLX 5094	STLX 5146
	STLX 5095	STLX 5147
	STLX 5096	STLX 5148
	STLX 5097	STLX 5149
	STLX 5098	STLX 5150
	STLX 5099	STLX 5151
	STLX 5100	STLX 5152
	STLX 5101	STLX 5153
	STLX 5102	STLX 5154
	STLX 5103	STLX 5155
	STLX 5104	STLX 5156
	STLX 5105	STLX 5157
	STLX 5106	STLX 5158
	STLX 5107	STLX 5159
	STLX 5108	STLX 5160
	STLX 5109	STLX 5161
	STLX 5110	STLX 5162
	STLX 5111	STLX 5163
	STLX 5112	STLX 5164
	STLX 5113	STLX 5165
	STLX 5114	STLX 5166
	STLX 5115	STLX 5167
	STLX 5116	STLX 5168
	STLX 5117	STLX 5169
	STLX 5118	STLX 5170
	STLX 5119	STLX 5171
	STLX 5120	STLX 5172
	STLX 5121	STLX 5173
	STLX 5122	STLX 5174
	STLX 5123	STLX 5175
	STLX 5124	STLX 5176
	STLX 5125	STLX 5177
	STLX 5126	STLX 5178
	STLX 5127	STLX 5179
	STLX 5128	STLX 5180
	STLX 5129	STLX 5181
	STLX 5130	STLX 5182
	STLX 5131	STLX 5183
	STLX 5132	STLX 5184
	STLX 5133	STLX 5185
	STLX 5134	STLX 5186
	STLX 5135	STLX 5187
	STLX 5136	STLX 5188
	STLX 5137	STLX 5189
	STLX 5138	STLX 5190
	STLX 5139	STLX 5191
	STLX 5140	STLX 5192
	STLX 5141	STLX 5193
	STLX 5142	STLX 5194
	STLX 5143	STLX 5195
	STLX 5144	STLX 5196
	STLX 5145	STLX 5197

<u>Type</u>	<u>Road Number</u>	<u>Road Number</u>
Hopper	STLX 5198	STLX 5250
	STLX 5199	STLX 5251
	STLX 5200	STLX 5252
	STLX 5201	STLX 5253
	STLX 5202	STLX 5254
	STLX 5203	STLX 5255
	STLX 5204	STLX 5256
	STLX 5205	STLX 5257
	STLX 5206	STLX 5258
	STLX 5207	STLX 5259
	STLX 5208	STLX 5260
	STLX 5209	STLX 5261
	STLX 5210	STLX 5262
	STLX 5211	STLX 5263
	STLX 5212	STLX 5264
	STLX 5213	STLX 5265
	STLX 5214	STLX 5266
	STLX 5215	STLX 5267
	STLX 5216	STLX 5268
	STLX 5217	STLX 5269
	STLX 5218	STLX 5270
	STLX 5219	STLX 5271
	STLX 5220	STLX 5272
	STLX 5221	STLX 5273
	STLX 5222	STLX 5274
	STLX 5223	STLX 5275
	STLX 5224	STLX 5276
	STLX 5225	STLX 5277
	STLX 5226	STLX 5278
	STLX 5227	STLX 5279
	STLX 5228	STLX 5280
	STLX 5229	STLX 5281
	STLX 5230	STLX 5282
	STLX 5231	STLX 5283
	STLX 5232	STLX 5284
	STLX 5233	STLX 5285
	STLX 5234	STLX 5286
	STLX 5235	STLX 5287
	STLX 5236	STLX 5288
	STLX 5237	STLX 5289
	STLX 5238	STLX 5290
	STLX 5239	STLX 5291
	STLX 5240	STLX 5292
	STLX 5241	STLX 5293
	STLX 5242	STLX 5294
	STLX 5243	STLX 5295
	STLX 5244	STLX 5296
	STLX 5245	STLX 5297
	STLX 5246	STLX 5298
	STLX 5247	STLX 5299
	STLX 5248	
	STLX 5249	

<u>Type</u>	<u>Road Number</u>	<u>Road Number</u>
Power Flo	SSPX 1025	SSPX 1077
	SSPX 1026	SSPX 1078
	SSPX 1027	SSPX 1079
	SSPX 1028	SSPX 1080
	SSPX 1029	SSPX 1081
	SSPX 1030	
	SSPX 1031	
	SSPX 1032	
	SSPX 1033	
	SSPX 1034	
	SSPX 1035	
	SSPX 1036	
	SSPX 1037	
	SSPX 1038	
	SSPX 1039	
	SSPX 1040	
	SSPX 1041	
	SSPX 1042	
	SSPX 1043	
	SSPX 1044	
	SSPX 1045	
	SSPX 1046	
	SSPX 1047	
	SSPX 1048	
	SSPX 1049	
	SSPX 1050	
	SSPX 1051	
	SSPX 1052	
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	SSPX 1068	
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	SSPX 1070	
	SSPX 1071	
	SSPX 1072	
	SSPX 1073	
	SSPX 1074	
	SSPX 1075	
	SSPX 1076	

<u>Type</u>	<u>Road Number</u>	<u>Road Number</u>
Tank	STSX 3000	STSX 3052
	STSX 3001	STSX 3053
	STSX 3002	STSX 3054
	STSX 3003	STSX 3055
	STSX 3004	STSX 3056
	STSX 3005	STSX 3057
	STSX 3006	STSX 3058
	STSX 3007	STSX 3059
	STSX 3008	STSX 3060
	STSX 3009	STSX 3061
	STSX 3010	STSX 3062
	STSX 3011	STSX 3063
	STSX 3012	STSX 3064
	STSX 3013	STSX 3065
	STSX 3014	STSX 3066
	STSX 3015	STSX 3067
	STSX 3016	STSX 3068
	STSX 3017	STSX 3069
	STSX 3018	STSX 3070
	STSX 3019	STSX 3071
	STSX 3020	STSX 3072
	STSX 3021	STSX 3073
	STSX 3022	STSX 3074
	STSX 3023	STSX 3075
	STSX 3024	STSX 3076
	STSX 3025	STSX 3077
	STSX 3026	STSX 3078
	STSX 3027	STSX 3079
	STSX 3028	STSX 3080
	STSX 3029	STSX 3081
	STSX 3030	STSX 3082
	STSX 3031	STSX 3083
	STSX 3032	STSX 3084
	STSX 3033	STSX 3085
	STSX 3034	STSX 3086
	STSX 3035	STSX 3087
	STSX 3036	STSX 3088
	STSX 3037	STSX 3089
	STSX 3038	STSX 3090
	STSX 3039	STSX 3091
	STSX 3040	STSX 3092
	STSX 3041	STSX 3093
	STSX 3042	STSX 3094
	STSX 3043	STSX 3095
	STSX 3044	STSX 3096
	STSX 3045	STSX 3097
	STSX 3046	STSX 3098
	STSX 3047	STSX 3099
	STSX 3048	STSX 3100
	STSX 3049	STSX 3101
	STSX 3050	STSX 3102
	STSX 3051	STSX 3103

Type Road Number

Tank

STX 3104
STX 3105
STX 3106
STX 3107
STX 3108
STX 3109
STX 3110
STX 3111
STX 3112
STX 3113
STX 3114
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