

Counters parts - Edward M. Lewis

RECORDATION NO. 20201-D + E

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

SEP 30 1996 - 11 04 AM

STATE BOARD OF TRANSPORTATION

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

OF COUNSEL
URBAN A. LESTER

September 27, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two copies each of the following two documents: (1) a Lease and Indenture Supplement No. 2, and (2) a Bill of Sale, both dated as of September, 30, 1996, both being secondary documents as defined in the Board's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Lease Agreement and the Trust Indenture and Security Agreement, both dated as of July 31, 1996, which were duly filed with the Board under Recordation Numbers 20201 and 20201-A respectively.

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

Lease and Indenture Supplement No. 2

Owner-Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

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

SEP 30 11 04 AM '96
RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
September 27, 1996
Page 2

Bill of Sale

Seller: The Bank of New York, as Trustee
48 Wall Street
New York, New York 10005

Lessee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is:

Seventy (70) covered hopper cars bearing STLX reporting marks and road numbers within the series STLX 5300 - STLX 5369 inclusive.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001**

9/30/96

Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

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 9/30/96 at 11:05AM, and assigned recordation number(s). 20284, 20284-A, 20284-B, 20201-D and 20201-E.

Sincerely yours,

**Vernon A. Williams
Secretary**

Enclosure(s)

\$ 110.00 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

Janice M. Fort

26201-D
RECORDING
SEP 30 1996 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 2

Dated September 30, 1996

between

**FIRST SECURITY BANK, NATIONAL ASSOCIATION,
as Owner Trustee**

and

**A.E. STALEY MANUFACTURING COMPANY,
as Lessee**

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF JULY 31, 1996. 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 WILMINGTON TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

**THIS LEASE AND INDENTURE SUPPLEMENT NO. 2
HAS BEEN FILED WITH THE
SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. §11301 AND
DEPOSITED IN THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO
SECTION 105 OF THE CANADA TRANSPORTATION ACT**

20201
-D

LEASE AND INDENTURE SUPPLEMENT NO. 2

LEASE AND INDENTURE SUPPLEMENT No. 2 dated September 30, 1996 (this "Lease and Indenture Supplement") between First Security Bank, National Association, 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 Trust Agreement dated as of July 31, 1996 with Fleet Capital Corporation, a Rhode Island 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 July 31, 1996 (the "Trust Indenture"), between the Owner Trustee and Wilmington 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 July 31, 1996 (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, the Trust Indenture, the Lease and the Lease and Indenture Supplement dated July 31, 1996 have been duly filed with the Surface Transportation Board pursuant to the Act and with the Office of Registrar of Canada pursuant to the Canadian Act, on July 31, 1996;

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 Lessor's Cost of such Railcars is \$4,245,500.

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. 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.

5. Reissuance of Loan Certificate No. R-2. Each of the Owner Trustee and the Indenture Trustee agrees and acknowledges that if the Loan Participant (i) makes an additional non-recourse secured loan to the Owner Trustee on the Third Closing Date or (ii) receives back from the Owner Trustee on the Third Closing Date a portion of the non-recourse secured loan made by the Loan Participant on the Second Closing Date, then Loan Certificate No. R-2 issued on the Second Closing Date shall be reissued by the Owner Trustee and authenticated by the Indenture Trustee in an amount and with the appropriate amortization schedule acceptable to the Loan Participant and the Owner Participant and attached to reflect the occurrence of either (i) or (ii) above, as appropriate.

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.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,
not in its individual capacity,
except as otherwise expressly
provided in the Operative
Documents, but solely as Owner
Trustee

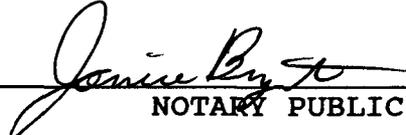
By: _____
Title:

A. E. STALEY MANUFACTURING COMPANY

By: 
Title: Assistant Treasurer

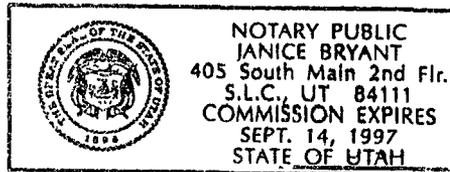
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 19 day of September, 1996, before me personally appeared Nancy M. Dahl, to me personally known who, being by me duly sworn, says that she is Vice President of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Nancy M. Dahl acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

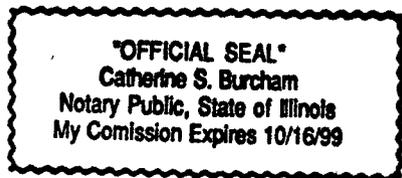
[Notarial Seal]

My Commission Expires:



STATE OF Illinois)
) SS.
COUNTY OF Macon)

On this 20th day of September, 1996, before me personally appeared Dennis P. Seffernick, to me personally known who, being by me duly sworn, says that he is Assistant Treasurer of A.E. STALEY MANUFACTURING COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Dennis P. Seffernick acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine S. Burcham
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires: 10/16/99

Schedule 1 to Lease and Indenture Supplement No. 2

Description of Items of Equipment

Covered Hopper Railcars

STLX5300	STLX5335
STLX5301	STLX5336
STLX5302	STLX5337
STLX5303	STLX5338
STLX5304	STLX5339
STLX5305	STLX5340
STLX5306	STLX5341
STLX5307	STLX5342
STLX5308	STLX5343
STLX5309	STLX5344
STLX5310	STLX5345
STLX5311	STLX5346
STLX5312	STLX5347
STLX5313	STLX5348
STLX5314	STLX5349
STLX5315	STLX5350
STLX5316	STLX5351
STLX5317	STLX5352
STLX5318	STLX5353
STLX5319	STLX5354
STLX5320	STLX5355
STLX5321	STLX5356
STLX5322	STLX5357
STLX5323	STLX5358
STLX5324	STLX5359
STLX5325	STLX5360
STLX5326	STLX5361
STLX5327	STLX5362
STLX5328	STLX5363
STLX5329	STLX5364
STLX5330	STLX5365
STLX5331	STLX5366
STLX5332	STLX5367
STLX5333	STLX5368
STLX5334	STLX5369