

*Counter Parts - E. Vernon Williams*

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

RECORDATION NO. **20201-D + E**  
**SEP 30 1996 - 11 05 AM**  
STATE COMMERCE COMMISSION

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

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
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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

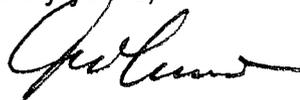
A description of the railroad equipment covered by the enclosed documents is:

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. 20425-0001**

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*

20201-  
E

20201-E  
RECORDED

SEP 30 1996 11 25 AM

**BILL OF SALE**

INTERSTATE COMMERCE COMMISSION

THE BANK OF NEW YORK, a New York banking corporation, as trustee under that certain Trust Agreement dated as of August 1, 1995 by and between The Bank of New York, as successor in interest to Wachovia Bank of North Carolina, N.A., and A. E. Staley Manufacturing Company (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, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of July 31, 1996 ("Fleet Trust Agreement"), as thereafter from time to time amended or supplemented, with Fleet Capital Corporation, 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.

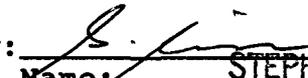
This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix A to the Fleet Trust Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 30th day of September, 1996.

THE BANK OF NEW YORK, as trustee under the Trust Agreement dated August 1, 1995 with A. E. Staley Manufacturing Company

By:   
Name: STEPHEN J. GIURLANDO  
Title: ASSISTANT VICE PRESIDENT

Schedule 1 to Bill of Sale

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