

DEC 30 1996 - 11 45 AM

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

OF COUNSEL  
URBAN A. LESTER

*Counterparts - Edward Li*

December 30, 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 (2) copies of each of the following secondary documents a Lease and Indenture Supplement No. 3, dated December 30, 1996 and a Bill of Sale, dated December 30, 1996.

The enclosed documents relate to the Lease Agreement previously filed with the Board under Recordation Number 20201.

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

Lease and Indenture Supplement No. 3

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

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

Mr Vernon A. Williams  
December 30, 1996  
Page 2

Bill of Sale

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

Buyer           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 covered hopper railcars bearing STLX reporting marks and road numbers set forth on Schedule I to the Lease and Indenture Supplement No 3

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 stamped copies of each of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

DEC 30 1996 -11 45 AM

**LEASE AND INDENTURE SUPPLEMENT NO. 3**

Dated December 30, 1996

between

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

and

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

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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.

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THIS LEASE AND INDENTURE SUPPLEMENT NO. 3  
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

LEASE AND INDENTURE SUPPLEMENT NO. 3

LEASE AND INDENTURE SUPPLEMENT No. 3 dated December 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 No. 1 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, and the Lease and Indenture Supplement No. 2 dated September 30, 1996 has 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 September 30, 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 \$7,884,500.

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. Amendments. (a) The second page of Schedule X to the Indenture, "Loan Amortization 9/30/96 and 12/30/96" is hereby deleted in its entirety and replaced in its entirety by Exhibit A attached hereto and made a part hereof.

(b) The parties hereto agree and acknowledge that the Loan Amortization Schedule attached to the Loan Certificate dated September 30, 1996 issued by the Owner Trustee to the Loan Participant shall be deleted in its entirety and replaced in its entirety by Exhibit A attached hereto.

\* \* \* \* \*

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: Walter M. Dault  
Title: Vice President

A. E. STALEY MANUFACTURING COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

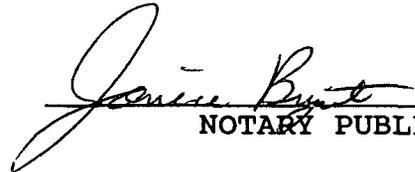
By: \_\_\_\_\_  
Title:

A. E. STALEY MANUFACTURING COMPANY

By: Charles R. Curry  
Title: Vice President, Finance and Treasurer

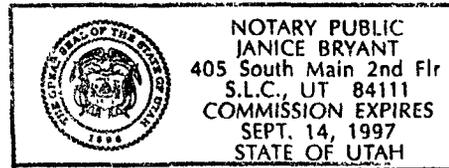
STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 20th day of December, 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

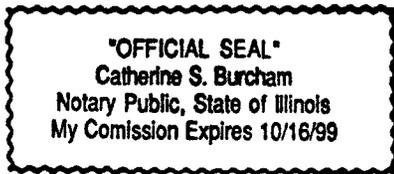
[Notarial Seal]

My Commission Expires:



STATE OF Illinois )  
 ) SS.  
COUNTY OF Macon )

On this 12<sup>th</sup> day of December, 1996, before me personally appeared Charles A. Curry, to me personally known who, being by me duly sworn, says that he is Vice President, Finance and 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 he 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

**Exhibit A to**  
**Lease and Indenture Supplement No. 3**

[Intentionally Omitted]

Schedule 1 to Lease and Indenture Supplement No. 3

Description of Items of Equipment

Covered Hopper Railcars

STLX5370	STLX5403	STLX5436	STLX5469
STLX5371	STLX5404	STLX5437	STLX5470
STLX5372	STLX5405	STLX5438	STLX5471
STLX5373	STLX5406	STLX5439	STLX5472
STLX5374	STLX5407	STLX5440	STLX5473
STLX5375	STLX5408	STLX5441	STLX5474
STLX5376	STLX5409	STLX5442	STLX5475
STLX5377	STLX5410	STLX5443	STLX5476
STLX5378	STLX5411	STLX5444	STLX5477
STLX5379	STLX5412	STLX5445	STLX5478
STLX5380	STLX5413	STLX5446	STLX5479
STLX5381	STLX5414	STLX5447	STLX5480
STLX5382	STLX5415	STLX5448	STLX5481
STLX5383	STLX5416	STLX5449	STLX5482
STLX5384	STLX5417	STLX5450	STLX5483
STLX5385	STLX5418	STLX5451	STLX5484
STLX5386	STLX5419	STLX5452	STLX5485
STLX5387	STLX5420	STLX5453	STLX5486
STLX5388	STLX5421	STLX5454	STLX5487
STLX5389	STLX5422	STLX5455	STLX5488
STLX5390	STLX5423	STLX5456	STLX5489
STLX5391	STLX5424	STLX5457	STLX5490
STLX5392	STLX5425	STLX5458	STLX5491
STLX5393	STLX5426	STLX5459	STLX5492
STLX5394	STLX5427	STLX5460	STLX5493
STLX5395	STLX5428	STLX5461	STLX5494
STLX5396	STLX5429	STLX5462	STLX5495
STLX5397	STLX5430	STLX5463	STLX5496
STLX5398	STLX5431	STLX5464	STLX5497
STLX5399	STLX5432	STLX5465	STLX5498
STLX5400	STLX5433	STLX5466	STLX5499
STLX5401	STLX5434	STLX5467	
STLX5402	STLX5435	STLX5468	