

Thrall Car

Objective Excellence

July 12, 1996

20182

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RECEIVED
SURFACE TRANSPORTATION
BOARD

Secretary
Surface Transportation Board
12th and Constitution
Room 2311
Washington, DC 20423

Attn: Documents for Recordation

RE: Interim Use Agreement

Dear Secretary:

I am an attorney representing a party to the enclosed document. I have enclosed one original and two counterparts of the document described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code and the regulations adopted thereto.

The document is:

Interim Use Agreement dated July 12, 1996 between Thrall Car Manufacturing Company and Central Soya Company, Inc.

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

Vendor/Lessor: Thrall Car Manufacturing Company
2521 State Street
Chicago Heights, IL 60411

Lessee: Central Soya Company, Inc.
1946 W. Cook Road
Fort Wayne, IN 46801-2407

Counterparts - Betty Johnson

Surface Transportation Board
July 12, 1996
Page Two

A description of the equipment covered by the foregoing document follows:

1,200 covered hopper railcars, 5,400 cubic foot capacity, car Nos. CSYX 12345 through CSYX 13544, inclusive.

A fee of \$21.00 is enclosed. Please return any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number, to Ellen F. Lang, 845 Larch Avenue, Elmhurst, IL 60126.

A short summary of the document to appear in the index follows:

Interim Use Agreement between Thrall Car Manufacturing Company, 2521 State Street, Chicago Heights, IL 60411, Vendor/Lessor, and Central Soya Company, Inc., 1946 W. Cook Road, Fort Wayne, IN 46801-2407, Lessee, dated July 12, 1996 and covering 1,200 covered hopper railcars, 5,400 cubic foot capacity, car Nos. CSYX 12345 through CSYX 13544, inclusive.

Very truly yours,

THRALL CAR MANUFACTURING COMPANY



By: Ellen F. Lang
Attorney

EFL:ld

Encls.

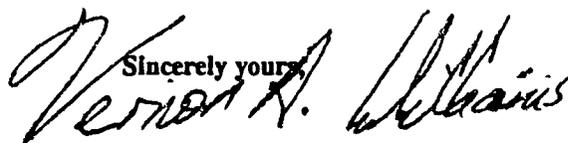
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

7/16/96

Ellen F. Lang
Attorney
Thrall Car Manufacturing Company
2521 State Street
Chicago, Illinois (Heights(60411-0218

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/16/96 at 1:15PM , and assigned recordation number(s). 20182.

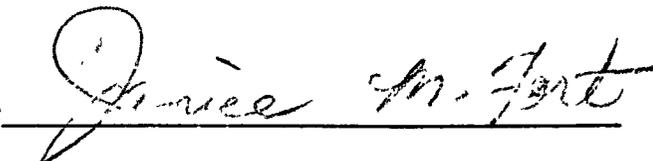
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 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



INTERIM USE AGREEMENT

Interim Use Agreement dated July 12, 1996 between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street Chicago Heights, IL 60411 ("Thrall"), and Central Soya Company, Inc., an Indiana corporation with its principal offices located at 1946 W. Cook Road, Fort Wayne, IN 46801-2407 ("Customer").

WHEREAS, Thrall and Customer have entered into an Agreement pursuant to Letter dated November 3, 1995 (the "Purchase Agreement"), pursuant to which Thrall will manufacture and sell to Customer one thousand two hundred (1,200) railcars bearing car numbers CSYX 12345 through CSYX 13544 inclusive (the "Cars"); and

WHEREAS, Customer intends to finance its purchase of the Cars but the financing arrangements will not be completed by the scheduled delivery date for the Cars; and

WHEREAS, Customer desires to utilize the Cars before the financing arrangements are completed, and Thrall is willing to grant temporary possession of the Cars to Customer on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Customer agrees to accept possession of the Cars, solely as bailee, when they are delivered by Thrall FOT Chicago Heights, Illinois pursuant to the Purchase Agreement. Upon delivery of each Car Customer or its representative shall execute a Certificate of Conformance in the form of Exhibit A attached hereto.
2. Customer's rights hereunder shall commence with respect to each Car on the date of delivery by Thrall and end when the purchase price therefor is paid by Customer or its financing source (the "Termination Date") without further action of the parties.
3. Until the Termination Date for each Car, title and ownership shall remain with Thrall and Customer's rights therein shall be solely that of possession, use and custody as bailee. Transfer of title shall occur only pursuant to a Bill of Sale duly executed and delivered by Thrall. The lien created by this Agreement shall automatically terminate with respect to each Car upon delivery of a Bill of Sale.

4. Customer shall pay to Thrall a security deposit of \$52,705.65 for each Car. Deposits shall be payable on July 30, 1996, August 29, 1996, September 27, 1996, October 30, 1996, November 26, 1996, December 26, 1996 and January 30, 1997 for all Cars delivered during the month preceding five work days before payment by wire transfer of federal funds to the following account:

Thrall Car Manufacturing Company
Account No. 78-58167
Bank of America Illinois
ABA No. 0710-0003-9
Chicago, Illinois 60693

If Customer's financing source takes title to a Car then the applicable deposit shall be refunded to Customer, and if Customer takes title to a Car then the applicable deposit shall be credited to Customer.

5. Customer shall have risk of loss of all Cars delivered pursuant to this Agreement. Customer shall, at its expense, maintain in force public liability and property damage insurance with respect to the Cars in such amounts and with such terms as are comparable with those generally applicable to other railcars owned or leased by Customer.

6. Until the Termination Date for each Car, Customer shall keep and maintain the Car in good order and running condition, normal wear and tear excepted, and Customer shall at its option promptly repair, replace or pay to Thrall the purchase price if a Car is damaged or destroyed. Customer shall not modify any Car, with the exception of the application of lining, sample spouts and outlet gates, without the prior written approval of Thrall, and Customer shall immediately replace or restore any markings which are removed, destroyed or defaced. Prior to delivery of each Car hereunder it shall be numbered with a road number and, in anticipation of the closing of Customer's financing, marked with the following legend in letters not less than one inch high:

OWNERSHIP SUBJECT TO A LEASE AND A SECURITY AGREEMENT
FILED WITH THE SURFACE TRANSPORTATION BOARD

Customer shall reimburse Thrall for all costs incurred by it as a result of placing such legend on the Cars if customer's financing is not completed.

7. Customer shall not permit any liens or encumbrances of any kind, other than the usual interchange of traffic rules and the lien of this Agreement, to attach to any Car prior to the Termination Date for such Car.

8. Customer shall operate the Cars in accordance with all applicable laws, rules and regulations so long as Customer has possession pursuant to this Agreement.

9. Customer acknowledges and agrees that Thrall's execution of this Agreement and its delivery of Cars hereunder does not relieve Customer of its obligation to make payment in full for the Cars in accordance with the Purchase Agreement. If the Termination Date for any Car has not occurred before August 31, 1996, Customer's right of possession under this Agreement shall terminate and Customer shall on that date pay to Thrall the purchase price for such Car. Thrall may enter upon the premises of Customer and take immediate possession of any Cars for which payment in full has not been received on such date, in addition to exercising all other remedies available to it under law or in equity.

10. Prior to delivery of any of the Cars Customer shall at its expense file a copy of this Agreement with the Surface Transportation Board of the Department of Transportation and take such other actions to protect Thrall's interest as Thrall shall reasonably request. Simultaneously with its delivery of a Bill of Sale for each Car Thrall shall deliver to Customer or its financing source for filing a Termination of Agreement with respect to such Car in the form of Exhibit B attached hereto.

11. Customer shall indemnify and hold Thrall harmless from and against any and all claims, expenses, costs or liabilities, including but not limited to reasonable attorneys' fees, arising out of or in connection with Customer's possession, use or custody of the Cars pursuant to this Agreement or Customer's violation of any provisions of this Agreement or the Purchase Agreement except those claims, expenses, costs or liabilities arising out of or in connection with the willful acts or gross negligence of Thrall, or Thrall's breach of any material provision of this Agreement or the Purchase Agreement, including those relating to warranties. Customer shall pay all taxes (excluding any taxes measured by the net income of Thrall), fines, charges and penalties that may accrue or be assessed or imposed upon the Cars or upon Thrall as owner of the Cars while Customer has possession, use or custody pursuant to this Agreement

12. Customer acknowledges that it takes possession of the Cars subject to the provisions of the Purchase Agreement, including those relating to warranties, remedies and limitation of liability. The warranty period and any other time period set forth in the Purchase Agreement shall commence on the date of execution of a Certificate of Conformance.

13. Customer and Thrall each represent and warrant to the other that (i) the execution and delivery of this Agreement have been authorized by all necessary corporate action and do not and will not contravene or constitute a default under the provisions of any agreement or instrument binding upon it or any of its property, (ii) this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms, subject to applicable insolvency, bankruptcy or moratorium laws and general principles of equity and (iii) all governmental authorizations, approvals or exemptions required of it for the execution and delivery of this Agreement or for the validity and enforceability of this Agreement against it have been obtained. Customer represents and warrants to Thrall that the rights of Thrall contained in this Agreement and the title of Thrall to the Cars are,

and will be through the Termination Date, senior to the lien of any mortgage, security agreement or other instrument binding upon Customer or any of its property.

14. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to the conflict of law principles thereof.

15. This Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING
COMPANY

By 
Title Vice President Finance

CENTRAL SOYA COMPANY, INC.

By 
Title VICE PRESIDENT & TREASURER

STATE OF IL)
) ss:
COUNTY OF COOK)

On the 11th day of JULY, 1996 before me personally appeared R.A. WALK, to me known who, being by me duly sworn, stated that he is V.P. FINANCE of THRALL CAR, that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.

Delphine C. Brands
Notary Public

My commission expires: 12/5/97



STATE OF IN)
) ss:
COUNTY OF Allen)

On the 12th day of July, 1996 before me personally appeared A. Gerald Backstrom, to me known who, being by me duly sworn, stated that he is VP of Central Signs, that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.

Jana Harter
Notary Public

My commission expires: 8/20/99

EXHIBIT A

CERTIFICATE OF CONFORMANCE

The undersigned, a duly authorized inspector for _____ (“Customer”), hereby certifies that the units of railroad equipment described below have been inspected by the undersigned on behalf of Customer and have been found to be completed in conformance with the requirements and provisions of Customer.

Description of Car: _____

Manufacturer: Thrall Car Manufacturing Company, [location]

Quantity: _____

Car Numbers: _____

Date of Inspection: _____, 199_

Print Name: _____
Authorized Representative

EXHIBIT B

TERMINATION OF AGREEMENT

Termination of Agreement dated _____, 199_ between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street Chicago Heights, IL 60411 ("Thrall"), and _____, a _____ corporation with its principal offices located at _____ ("Customer").

WHEREAS, Thrall and Customer are parties to an Interim Use Agreement dated _____, 199_ (the "Agreement") with respect to ____ (____) _____ railcars bearing car numbers ____ through ____ inclusive manufactured by Thrall for Customer (the "Cars"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board of the Department of Transportation (the "Board") on _____, 199_ at __:__.m. and given Recordation Number _____; and

WHEREAS, Thrall and Customer desire to terminate the Agreement with respect to certain of the Cars and to record such termination with the Board;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Thrall and Customer hereby terminate the Agreement, effective _____, 199_, with respect to the Cars listed on Schedule 1 attached hereto; provided, however, that nothing contained in this Termination of Agreement shall affect the rights and liabilities of the parties under the Agreement with respect to acts, events or omissions occurring on or prior to the date hereof.
2. Customer shall record this Termination of Agreement with the Board in order to release any lien created by or arising out of the Agreement with respect to the Cars listed on Schedule 1.
3. Nothing contained herein shall be construed to terminate the Agreement with respect to any Cars other than the Cars listed on Schedule 1.

4. This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING
COMPANY

By _____
Title _____

[CUSTOMER]

By _____
Title _____

STATE OF)
) ss:
COUNTY OF)

On the __ day of _____, 199_ before me personally appeared _____, to me known who, being by me duly sworn, stated that he is _____ of _____, that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.

Notary Public

My commission expires: _____

SCHEDULE 1

Description of Car: _____

Quantity: _____

Car Numbers: _____