

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W  
SUITE 200  
WASHINGTON, D.C.

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

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

RECORDATION NO. 20182-A FILED 1425

JUL 31 1996 -9 05 AM

RECEIVED  
SURFACE TRANSPORTATION BOARD

JUL 31 9 05 AM '96

July 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 a Termination of Agreement, dated July 30, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial termination and relates to Interim Use Agreement previously filed with the Board under Recordation Number 20182.

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

Manufacturer: Thrall Car Manufacturing Company  
2521 State Street  
Chicago Heights, Illinois 60411

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

A description of the railroad equipment covered by the enclosed document is set forth on Annex A attached to the Termination of Agreement.

Counterpart - G.H.

Mr Vernon A. Williams  
July 30, 1996  
Page 2

Also enclosed is a check in the amount of \$21 00 payable to the order of the Surface Transportation Board covering the required recordation fee

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

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

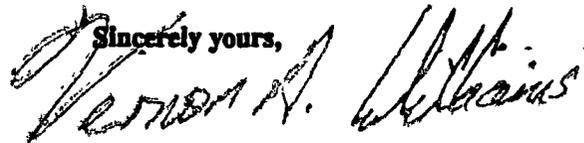
7/31/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, N.W., 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 7/31/96 at 9:05AM, and assigned recordation number(s). 20182-A.

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



20182 -A

## TERMINATION OF AGREEMENT

Termination of Agreement dated July 30, 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 are parties to an Interim Use Agreement dated July 12, 1996 (the "Agreement") with respect to one thousand two hundred (1,200) covered hopper railcars, 5,400 cubic foot capacity, bearing car numbers CSYX 12345 through CSYX 13544 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 July 16, 1996 at 1:15 p.m. and given Recordation Number 20182; 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 July 30, 1996, with respect to the Cars listed on Annex A 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 Annex A.
3. Nothing contained herein shall be construed to terminate the Agreement with respect to any Cars other than the Cars listed on Annex A.

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

THRALL CAR MANUFACTURING  
COMPANY

By Charles R. Hardy  
Title: Treasurer

CENTRAL SOYA COMPANY, INC.

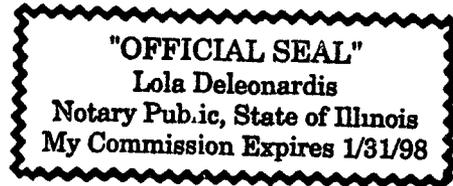
By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) ss:  
COUNTY OF DUPAGE        )

On the 30<sup>th</sup> day of July, 1996 before me personally appeared Charles R. Snavely, to me known who, being by me duly sworn, stated that he is Treasurer of Thrall Car Manufacturing Company, 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.

Lola Deleonardis  
Notary Public

My commission expires: 1/31/98



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: \_\_\_\_\_

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 \_\_\_\_\_

CENTRAL SOYA COMPANY, INC

By *Emence E. Jaenlan*

Title SECRETARY

STATE OF INDIANA        )  
                                  ) ss  
COUNTY OF ALLEN        )

On this 25th day of July, 1996, before me personally appeared, Terrence E. Quinlan to me personally known, being by me duly sworn, says that he is the Secretary of CENTRAL SOYA COMPANY, INC (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of the Corporation

Diana L. Cook

*Diana L. Cook*

Notary Public in and for  
the State of Indiana

My commission expires February 15, 1998

**ANNEX A  
TO TERMINATION OF AGREEMENT**

**DESCRIPTION OF EQUIPMENT**

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
July 30, 1996	3	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12345 - CSYX 12347, both inclusive
July 30, 1996	9	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12349 - CSYX 12357, both inclusive
July 30, 1996	4	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12359 - CSYX 12362, both inclusive
July 30, 1996	46	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12364 - CSYX 12409, both inclusive
July 30, 1996	6	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12411 - CSYX 12416, both inclusive
July 30, 1996	10	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12418 - CSYX 12427, both inclusive
July 30, 1996	5	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12429 - CSYX 12433, both inclusive
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12435 - CSYX 12436, both inclusive
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12438 - CSYX 12439, both inclusive

**ANNEX A**  
**TO TERMINATION OF AGREEMENT**

**DESCRIPTION OF EQUIPMENT**

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
July 30, 1996	5	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12441 - CSYX 12445, both inclusive
July 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12450
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12456 - CSYX 12457, both inclusive