

RECORDATION NO. 20182-F
FILED 1/25
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ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

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 a Termination of Agreement, dated December 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 the 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.
110 West Berry Street
Fort Wayne, Indiana 46802

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

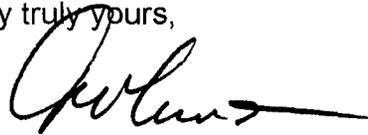
Counterspart - Ed Williams

Mr. Vernon A. Williams
December 30, 1996
Page 2

Also enclosed is a check in the amount of \$22.00 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,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

20182-F

TERMINATION OF AGREEMENT

Termination of Agreement dated December 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 December 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 
Title Vice President-Finance

CENTRAL SOYA COMPANY, INC.

By _____
Title _____

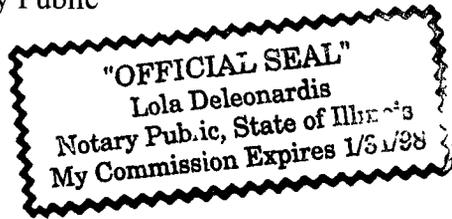
STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

On the 30th day of December, 1996 before me personally appeared Robert A. Walk, to me known who, being by me duly sworn, stated that he is Vice President-Finance 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.



Notary Public

My commission expires: January 31, 1998



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 Central Soya Company, Inc., 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: Monica E. Jankin
Title SECRETARY

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

On this 19th day of December, 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.

Sue E. Haycox

Notary Public in and for
the State of Indiana

My commission expires: _____

SUE E. HAYCOX, Notary Public
Allen County, 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>
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13247
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13258
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13266
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13268
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13270
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13274
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13277
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13287
December 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13300
December 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13302 - CSYX 13303, 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>
December 30, 1996	3	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13305 - CSYX 13307, both inclusive
December 30, 1996	236	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13309 - CSYX 13544, both inclusive