

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973
(202) 393-2266
FAX (202) 393-2156

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

OF COUNSEL
URBAN A. LESTER

July 30, 1996

RECORDATION NO. 20200 FILED 1425

JUL 30 1996 12 51 PM

INTERSTATE COMMERCE BOARD
RECORDATION NO. 20200 FILED 1425

JUL 30 1996 12 51 PM

JUL 30 12 51 PM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

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 an Equipment Lease Agreement, dated as of July 15, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of each of the following secondary documents related thereto: Trust Indenture and Security Agreement, dated as of July 15, 1996, Lease Supplement No. 1, dated July 30, 1996 and Indenture Supplement No. 1, dated July 30, 1996

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

Equipment Lease Agreement
and
Lease Supplement No. 1

Lessor: Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Lessee: Central Soya Company, Inc.
110 West Betty Street
Fort Wayne, Indiana 46802

Edward M. Lewis
Quanta Part

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

Trust Indenture and Security Agreement
and
Indenture Supplement No. 1

Owner Trustee: Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Indenture Trustee: 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:

95 covered hopper railcars bearing CSYX reporting marks and road numbers as set forth on Schedule I attached to Lease Supplement No. 1.

Also enclosed is a check in the amount of \$84.00 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

RECORDATION NO. 20200-13
FILED 1425
JUL 30 1996 12 55 PM
INTERSTATE DEPARTMENT OF REVENUE

LEASE SUPPLEMENT NO. 1

(Central Soya Company Equipment Trust 1996)

Dated July 30, 1996

Between

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of July 15, 1996, between the Owner Participant and
Fleet National Bank in its individual capacity

Lessor,

and

CENTRAL SOYA COMPANY, INC.,

Lessee

THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN COUNTERPARTS. TO THE EXTENT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER WITHIN THE MEANING OF ANY APPLICABLE UNIFORM COMMERCIAL CODE PROVISION, NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED FOR SUCH PURPOSES AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE INDENTURE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49.U.S.C. § 11301 ON _____, 1996, AT __: __ A.M. RECORDATION NUMBER: ____ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 90 OF THE RAILWAY ACT OF CANADA ON _____, 1996, AT __: __ A.M.

LEASE SUPPLEMENT NO. 1

(Central Soya Company Equipment Trust 1996)

This LEASE SUPPLEMENT NO. 1, dated July 30, 1996, is entered into between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof, and CENTRAL SOYA COMPANY, INC., an Indiana corporation.

A. The Lessor and the Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes and upon the terms and conditions set forth in Sections 2(b) and/or 28(b) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of July 15, 1996, among Central Soya Company, Inc., Fleet National Bank, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the Equipment described in Schedule I to this Lease Supplement, which shall hereafter constitute a part of the Equipment and be subject to the Lease (in accordance with Section 2(a) thereof).

3. The Lessee has had an opportunity to inspect, and has inspected, each Item of Equipment described in Schedule I hereto.

4. The Transaction Costs are \$0.00.

5. The Basic Term Commencement Date for the Equipment described in Schedule I is December 30, 1996.

6. The Basic Lease Term for the Equipment described in Schedule I shall end on June 30, 2017.

7. The EBO Date for the Equipment listed on Schedule I is September 30, 2011.

8. The Equipment Cost the Equipment is set forth in Schedule I attached hereto.

9. Basic Rent due on the date of this Lease Supplement for the Equipment described herein equals the product of the Equipment Cost for such Equipmment and [omitted from filed version]. Schedule I attached hereto sets forth the Basic Rent Factors (with respect to Rent

Payment Dates after the Funding Date) and the percentages for determining the Stipulated Loss Value, Termination Value and EBO Price for each Item of Equipment set forth thereon and as may be necessary, and amends Schedule II to the Participation Agreement with respect to those values.

10. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. To the extent that this Lease Supplement constitutes chattel paper, within the meaning of any applicable Uniform Commercial Code provision no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the original executed counterpart, which shall be identified for such purposes as the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

11. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

12. This Lease Supplement shall in all respects be governed by and construed in accordance with the State of New York without regard to principles of conflicts of law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of July 15, 1996 between the Owner Participant and Fleet National Bank in its individual capacity

By: J. Thompson
Name: J. Jacklyn Thompson
Title: CORPORATE TRUST OFFICER

CENTRAL SOYA COMPANY, INC.

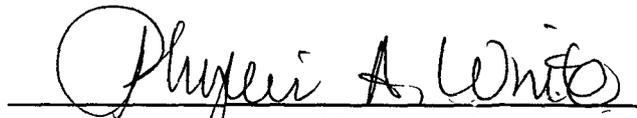
By: _____
Name: _____
Title: _____

Attachment

[STB ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 25th day of July, 1996, before me personally appeared Jacklyn Thompson to me known, who, being by me duly sworn, did depose and say that he is a Officer of FLEET NATIONAL BANK, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public in and for
the Commonwealth Of Massachusetts

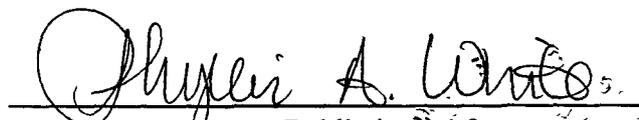
My Commission Expires:

PHYLLIS A. WHITE
Notary Public
My Commission Expires June 26, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 25th day of July, 1996, before me personally appeared Jacklyn Thompson to me personally known, being by me duly sworn, says that he is a Officer of FLEET NATIONAL BANK (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the Commonwealth Of Massachusetts

My Commission Expires:

PHYLLIS A. WHITE
Notary Public
My Commission Expires June 26, 1998

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of July 15, 1996 between the Owner Participant and Fleet National Bank in its individual capacity

By: _____
Name: _____
Title: _____

CENTRAL SOYA COMPANY, INC.

By: Terrence E. Quinlan
Name: TERRENCE E. QUINLAN
Title: SECRETARY

Attachment

[STB ACKNOWLEDGMENT]

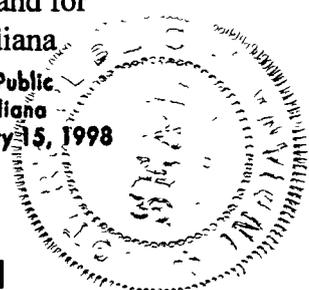
STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

This instrument was acknowledged before me on JULY 23, 1996, by TERRENCE E. QUINLAN, SECRETARY of CENTRAL SOYA COMPANY, INC., an Indiana corporation.

Sue E. Haycox

Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998



[REGISTRAR GENERAL ACKNOWLEDGMENT]

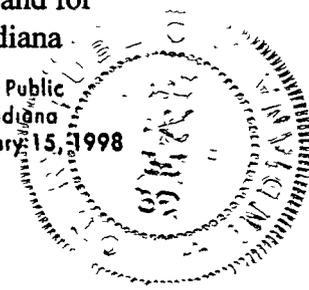
STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

On this ^{23rd} ~~18th~~ 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 under the authority of the board of directors, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Sue E. Haycox

Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998



SCHEDULE I
to
LEASE SUPPLEMENT NO. 1

(Central Soya Company Equipment Trust 1996)

(Pursuant to Clause 2 of the Lease Supplement)

<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	12345 - 12347, both inclusive
July 30, 1996	9	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12349 - 12357, both inclusive
July 30, 1996	4	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12359 - 12362, both inclusive
July 30, 1996	46	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12364 - 12409, both inclusive
July 30, 1996	6	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12411 - 12416, both inclusive
July 30, 1996	10	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12418 - 12427, both inclusive
July 30, 1996	5	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12429 - 12433, both inclusive
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12435 - 12436, both inclusive
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12438 - 12439, both inclusive
July 30, 1996	5	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12441 - 12445, both inclusive

Funding Date	Number Of Items	Description Of Equipment	Manufacturer	Unit Numbers
July 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12450
July 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	12456 - 12457, both inclusive

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

(Pursuant to Clause 8 of the Lease Supplement)

The aggregate Equipment Cost for the Equipment is \$5, 007,036.75.

(Pursuant to Clauses 9 of the Lease Supplement)

See Annex A attached hereto.

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. I**

[INTENTIONALLY OMITTED FROM FILED COPY]