

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

August 29, 1996

RECORDATION 20000-D + E  
FILED 1996

AUG 29 1996 8 57 AM

INTERSTATE COMMERCIAL COMMISSION

AUG 29 8 57 AM '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 each of the following secondary documents related thereto: Trust Indenture and Security Agreement, dated as of July 15, 1996, Lease Supplement No. 2, dated August 29, 1996 and Indenture Supplement No. 2, dated August 29, 1996.

The enclosed documents relate to the Equipment Lease Agreement previously filed with the Board under Recordation Number 20200.

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

Lease Supplement No. 2

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

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

Counterparts - Jeth

Mr Vernon A Williams  
August 29, 1996  
Page 2

Indenture Supplement No 2

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:

230 covered hopper railcars bearing CSYX reporting marks and road numbers as set forth on Schedule A attached to Lease Supplement No 2

Also enclosed is a check in the amount of \$42.00 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

AUG 6 9 1996 -9 00 AM

INDENTURE SUPPLEMENT No. 2 (Central Soya Equipment Trust 1996) dated August 21, 1996 of FLEET NATIONAL BANK, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Central Soya Equipment Trust 1996) dated as of July 15, 1996 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (Central Soya Equipment Trust 1996) dated as of July 15, 1996 (herein called the "Indenture") between the Owner Trustee and First Security Bank, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Equipment included in the Trust Indenture Estate, and shall specifically mortgage such Equipment, or Replacement Equipment, as the case may be, to the Indenture Trustee.

WHEREAS, the Indenture relates to the Equipment described in Schedule A hereto and a counterpart of the Indenture is attached hereto and made a part hereof and this Indenture Supplement, together with such counterpart of the Indenture, is being filed for recordation on the date hereof with the United States Surface Transportation Board pursuant to 49 U.S.C. Section 11301 and deposited with The Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada as one document.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Noteholders and the Note Purchasers and in the Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee, in each case, to the Note Purchasers and/or the Noteholders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, 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, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

- (a) all of the units of property and equipment described in Schedule A hereto;

(b) all accessories, equipment, appliances, parts and appurtenances of whatever nature appertaining or attached to any units of property and equipment described in Schedule A hereto, whether now owned or hereafter acquired by the Owner Trustee;

(c) all substitutions, renewals or replacements of the property and equipment described in Schedule A hereto and all property which shall hereafter become physically attached to or incorporated in such property or equipment, whether the same are now owned or hereafter acquired by the Owner Trustee.

As further security for the obligations referred to above and secured by the 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 Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 2 of even date herewith (other than Excepted Payments, if any) covering the property described in Schedule A hereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Note Purchasers and the Noteholders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that all Items of Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

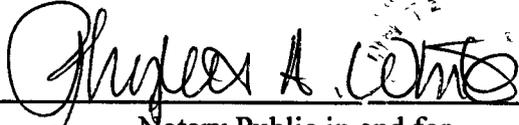
FLEET NATIONAL BANK,  
not in its individual capacity but solely as  
Owner Trustee

By:   
Title: ASSISTANT VICE PRESIDENT

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 23<sup>rd</sup> day of August, 1996, before me personally appeared CHI C. MA, to me known, who, being by me duly sworn, did depose and say that he/she is a ~~ASSISTANT VICE PRESIDENT~~ of FLEET NATIONAL BANK, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public in and for  
the Commonwealth of Massachusetts

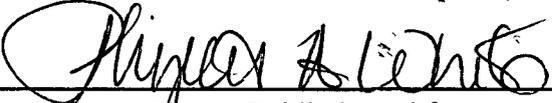
My Commission Expires:

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

[REGISTRAR GENERAL ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 23<sup>rd</sup> day of August, 1996, before me personally appeared CHI C. MA, to me personally known, being by me duly sworn, says that he/she is a ~~ASSISTANT VICE PRESIDENT~~ 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 on June 15, 1996 and he/she 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

**SCHEDULE A**  
**to**  
**Indenture Supplement**

**DESCRIPTION OF EQUIPMENT**

The Equipment consists of the 100-ton covered hopper cars, 5,400 cubic foot capacity, manufactured by Thrall Car Manufacturing Company, as more particularly described on Annex A attached hereto.

ANNEX A  
to  
Indenture Supplement

**DESCRIPTION OF EQUIPMENT**

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12348	JUL-28-98
CSYX	12358	JUL-31-98
CSYX	12363	AUG-20-98
CSYX	12417	AUG-05-98
CSYX	12428	AUG-08-98
CSYX	12434	JUL-28-98
CSYX	12437	AUG-01-98
CSYX	12440	JUL-31-98
CSYX	12446	JUL-27-98
CSYX	12447	JUL-27-98
CSYX	12448	JUL-27-98
CSYX	12449	JUL-27-98
CSYX	12451	JUL-24-98
CSYX	12452	JUL-28-98
CSYX	12453	JUL-25-98
CSYX	12454	JUL-27-98
CSYX	12455	JUL-28-98
CSYX	12458	JUL-24-98
CSYX	12459	JUL-28-98
CSYX	12460	JUL-24-98
CSYX	12461	JUL-31-98
CSYX	12462	JUL-27-98
CSYX	12463	JUL-24-98
CSYX	12464	JUL-24-98
CSYX	12465	JUL-24-98
CSYX	12466	JUL-31-98
CSYX	12467	AUG-01-98
CSYX	12468	JUL-28-98
CSYX	12469	JUL-24-98
CSYX	12470	JUL-31-98
CSYX	12471	JUL-28-98
CSYX	12472	JUL-27-98
CSYX	12473	JUL-28-98
CSYX	12474	JUL-28-98
CSYX	12475	JUL-25-98
CSYX	12476	JUL-25-98
CSYX	12477	JUL-28-98
CSYX	12478	JUL-24-98
CSYX	12479	JUL-28-98
CSYX	12480	JUL-25-98
CSYX	12481	JUL-28-98
CSYX	12482	JUL-28-98
CSYX	12483	JUL-25-98
CSYX	12484	JUL-28-98
CSYX	12485	JUL-28-98
CSYX	12486	JUL-28-98
CSYX	12487	JUL-28-98
CSYX	12488	JUL-30-98
CSYX	12489	JUL-27-98

ANNEX A

100-TON 5400 C/E COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12480	JUL-25-96
CSYX	12481	JUL-29-96
CSYX	12482	JUL-27-96
CSYX	12493	JUL-28-96
CSYX	12494	JUL-29-96
CSYX	12495	AUG-01-96
CSYX	12496	JUL-29-96
CSYX	12497	AUG-01-96
CSYX	12498	JUL-31-96
CSYX	12499	JUL-31-96
CSYX	12500	AUG-01-96
CSYX	12501	JUL-30-96
CSYX	12502	JUL-27-96
CSYX	12503	JUL-29-96
CSYX	12504	JUL-30-96
CSYX	12505	JUL-29-96
CSYX	12506	AUG-01-96
CSYX	12507	JUL-30-96
CSYX	12508	JUL-30-96
CSYX	12509	JUL-30-96
CSYX	12510	JUL-29-96
CSYX	12511	JUL-30-96
CSYX	12512	AUG-09-96
CSYX	12513	JUL-30-96
CSYX	12514	JUL-30-96
CSYX	12515	JUL-30-96
CSYX	12516	JUL-31-96
CSYX	12517	JUL-31-96
CSYX	12518	JUL-31-96
CSYX	12519	AUG-01-96
CSYX	12520	JUL-30-96
CSYX	12521	AUG-08-96
CSYX	12522	AUG-02-96
CSYX	12523	AUG-02-96
CSYX	12524	AUG-01-96
CSYX	12525	AUG-06-96
CSYX	12526	AUG-02-96
CSYX	12527	AUG-02-96
CSYX	12528	AUG-02-96
CSYX	12529	AUG-05-96
CSYX	12530	AUG-06-96
CSYX	12531	AUG-01-96
CSYX	12532	AUG-02-96
CSYX	12533	AUG-02-96
CSYX	12534	AUG-02-96
CSYX	12535	AUG-07-96
CSYX	12536	AUG-02-96
CSYX	12537	AUG-02-96
CSYX	12538	AUG-02-96

ANNEX A

100-TON 5400 C/E COVERED HOPPER CARS

SHIPPED FOR JOB 828

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12539	AUG-01-86
CSYX	12640	AUG-05-86
CSYX	12541	AUG-05-86
CSYX	12542	AUG-08-86
CSYX	12543	AUG-06-86
CSYX	12644	AUG-05-86
CSYX	12545	AUG-05-86
CSYX	12546	AUG-07-86
CSYX	12547	AUG-08-86
CSYX	12548	AUG-05-86
CSYX	12549	AUG-05-86
CSYX	12550	AUG-06-86
CSYX	12551	AUG-09-86
CSYX	12552	AUG-05-86
CSYX	12553	AUG-08-86
CSYX	12554	AUG-08-86
CSYX	12555	AUG-07-86
CSYX	12556	AUG-10-86
CSYX	12557	AUG-05-86
CSYX	12558	AUG-10-86
CSYX	12559	AUG-10-86
CSYX	12560	AUG-08-86
CSYX	12561	AUG-08-86
CSYX	12562	AUG-07-86
CSYX	12563	AUG-08-86
CSYX	12564	AUG-08-86
CSYX	12565	AUG-08-86
CSYX	12566	AUG-12-86
CSYX	12567	AUG-07-86
CSYX	12568	AUG-07-86
CSYX	12569	AUG-08-86
CSYX	12570	AUG-08-86
CSYX	12571	AUG-12-86
CSYX	12572	AUG-08-86
CSYX	12573	AUG-08-86
CSYX	12574	AUG-14-86
CSYX	12575	AUG-14-86
CSYX	12576	AUG-14-86
CSYX	12577	AUG-08-86
CSYX	12578	AUG-08-86
CSYX	12579	AUG-10-86
CSYX	12580	AUG-09-86
CSYX	12581	AUG-09-86
CSYX	12582	AUG-12-86
CSYX	12583	AUG-08-86
CSYX	12584	AUG-08-86
CSYX	12585	AUG-12-86
CSYX	12586	AUG-08-86
CSYX	12587	AUG-12-86

ANNEX A

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 928

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12588	AUG-12-96
CSYX	12589	AUG-09-96
CSYX	12590	AUG-13-96
CSYX	12591	AUG-12-96
CSYX	12592	AUG-09-96
CSYX	12593	AUG-12-96
CSYX	12594	AUG-13-96
CSYX	12595	AUG-13-96
CSYX	12596	AUG-12-96
CSYX	12597	AUG-13-96
CSYX	12598	AUG-12-96
CSYX	12599	AUG-13-96
CSYX	12600	AUG-13-96
CSYX	12601	AUG-16-96
CSYX	12602	AUG-13-96
CSYX	12603	AUG-13-96
CSYX	12604	AUG-16-96
CSYX	12605	AUG-14-96
CSYX	12606	AUG-14-96
CSYX	12607	AUG-14-96
CSYX	12608	AUG-16-96
CSYX	12609	AUG-13-96
CSYX	12610	AUG-14-96
CSYX	12611	AUG-15-96
CSYX	12612	AUG-13-96
CSYX	12613	AUG-16-96
CSYX	12614	AUG-16-96
CSYX	12615	AUG-14-96
CSYX	12616	AUG-16-96
CSYX	12617	AUG-16-96
CSYX	12618	AUG-16-96
CSYX	12619	AUG-14-96
CSYX	12620	AUG-14-96
CSYX	12621	AUG-16-96
CSYX	12622	AUG-16-96
CSYX	12623	AUG-19-96
CSYX	12624	AUG-20-96
CSYX	12625	AUG-21-96
CSYX	12626	AUG-15-96
CSYX	12627	AUG-16-96
CSYX	12628	AUG-16-96
CSYX	12629	AUG-16-96
CSYX	12630	AUG-16-96
CSYX	12631	AUG-19-96
CSYX	12632	AUG-16-96
CSYX	12633	AUG-16-96
CSYX	12634	AUG-16-96
CSYX	12635	AUG-16-96
CSYX	12636	AUG-19-96

ANNEX A

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 928

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12637	AUG-19-96
CSYX	12638	AUG-22-96
CSYX	12639	AUG-21-96
CSYX	12640	AUG-19-96
CSYX	12641	AUG-19-96
CSYX	12643	AUG-19-96
CSYX	12644	AUG-19-96
CSYX	12645	AUG-19-96
CSYX	12646	AUG-20-96
CSYX	12647	AUG-19-96
CSYX	12648	AUG-20-96
CSYX	12649	AUG-21-96
CSYX	12650	AUG-22-96
CSYX	12651	AUG-21-96
CSYX	12652	AUG-22-96
CSYX	12653	AUG-20-96
CSYX	12654	AUG-20-96
CSYX	12655	AUG-20-96
CSYX	12656	AUG-21-96
CSYX	12657	AUG-20-96
CSYX	12658	AUG-20-96
CSYX	12659	AUG-21-96
CSYX	12661	AUG-22-96
CSYX	12662	AUG-21-96
CSYX	12663	AUG-21-96
CSYX	12665	AUG-21-96
CSYX	12667	AUG-21-96
CSYX	12669	AUG-22-96
CSYX	12669	AUG-22-96
CSYX	12671	AUG-22-96
CSYX	12674	AUG-22-96
CSYX	12676	AUG-22-96
CSYX	12678	AUG-22-96
CSYX	12679	AUG-22-96
TOTAL	<u>230</u>	

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

The Funding Date for the Equipment described on this Schedule A is August 29, 1996.