

RECORDATION NO. *20200 - H tel* FILED 1425

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

OF COUNSEL
URBAN A. LESTER

October 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 of each of the following secondary documents: Lease Supplement No. 4 and Indenture Supplement No. 4, both dated October 30, 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. 4

Lessor:	Fleet National Bank One Federal Street Boston, Massachusetts 02110-2010
Lessee	Central Soya Company, Inc. 110 West Berry Street Fort Wayne, Indiana 46802

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Mr. Vernon A. Williams
October 30, 1996
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Indenture Supplement No. 4

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 set forth on Schedule A attached to Lease Supplement No. 4

Also enclosed is a check in the amount of \$44 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

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LEASE SUPPLEMENT NO. 4

(Central Soya Company Equipment Trust 1996)

Dated October 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 OCTOBER _____, 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 OCTOBER _____, 1996.

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LEASE SUPPLEMENT NO. 4

(Central Soya Company Equipment Trust 1996)

This LEASE SUPPLEMENT NO. 4 , dated October 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 \$45,752.00.

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 of 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 Equipment and 1.271622%. 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 delivered and accepted under the Lease and as may be necessary, and, as provided in Section 9.6(b) of the Participation Agreement, 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: Michele M. Fitzgerald
Name: Michele M. Fitzgerald
Title: CORPORATE TRUST OFFICER

CENTRAL SOYA COMPANY, INC.

By: _____
Name: _____
Title: _____

Attachment

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]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 18 day of October, 1996, before me personally appeared Michele M. Fitzgerald to me known, who, being by me duly sworn, did depose and say that he is a **CORPORATE TRUST 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.

Phyllis A. White

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 18 day of October, 1996, before me personally appeared Michele M. Fitzgerald to me personally known, being by me duly sworn, says that he is a **CORPORATE TRUST 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.

Phyllis A. White

Notary Public in and for
the Commonwealth Of Massachusetts

My Commission Expires:

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

[STB ACKNOWLEDGMENT]

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

This instrument was acknowledged before me on October 21, 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 21st day of October, 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. 4

(Central Soya Company Equipment Trust 1996)

(Pursuant to Clause 2 of the Lease Supplement): 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 Schedule A attached hereto.

(Pursuant to Clause 8 of the Lease Supplement)

The aggregate Equipment Cost for the Equipment is \$12,385,827.75.

(Pursuant to Clause 9 of the Lease Supplement)

See Annex A attached hereto.

The EBO Price is 59.44% of Equipment Cost.

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12410
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12767
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12837
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12849
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12856
October 30, 1996	198	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12875 - CSYX 13072, both inclusive
October 30, 1996	15	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13074 - CSYX 13088, both inclusive
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13090
October 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13092 - CSYX 13093, both inclusive

DESCRIPTION OF EQUIPMENT

Funding Date	Number of Items	Description of Equipment	Manufacturer	Unit Numbers
October 30, 1996	9	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13095 - CSYX 13103, both inclusive
October 30, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13105 - CSYX 13106, both inclusive
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13109
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13111
October 30, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 13113

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 October 30, 1996.

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 4**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
December 30, 1996	1.9099776
March 30, 1997	1.9099776
June 30, 1997	1.9099776
September 30, 1997	1.9099776
December 30, 1997	1.9099776
March 30, 1998	1.9099776
June 30, 1998	1.9099776
September 30, 1998	1.9099776
December 30, 1998	1.9099776
March 30, 1999	1.9099776
June 30, 1999	1.9099776
September 30, 1999	1.9099776
December 30, 1999	1.9099776
March 30, 2000	1.9099776
June 30, 2000	1.9099776
September 30, 2000	1.9099776
December 30, 2000	1.9099776
March 30, 2001	1.9099776
June 30, 2001	1.9099776
September 30, 2001	1.9099776
December 30, 2001	1.9099776
March 30, 2002	1.9099776
June 30, 2002	1.9099776
September 30, 2002	1.9099776
December 30, 2002	1.9099776
March 30, 2003	1.9099776
June 30, 2003	1.9099776
September 30, 2003	1.9099776
December 30, 2003	1.9099776
March 30, 2004	1.9099776
June 30, 2004	1.9099776
September 30, 2004	1.9099776
December 30, 2004	1.9099776
March 30, 2005	1.9099776
June 30, 2005	1.9099776
September 30, 2005	1.9099776
December 30, 2005	1.9099776
March 30, 2006	1.9099776
June 30, 2006	1.9099776
September 30, 2006	1.9099776
December 30, 2006	1.9099776
March 30, 2007	1.9099776
June 30, 2007	1.9099776

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 4**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
September 30, 2007	1.9099776
December 30, 2007	1.9099776
March 30, 2008	1.9099776
June 30, 2008	1.9099776
September 30, 2008	1.9099776
December 30, 2008	1.9099776
March 30, 2009	1.9099776
June 30, 2009	1.9099776
September 30, 2009	1.9099776
December 30, 2009	1.9099776
March 30, 2010	1.9099776
June 30, 2010	1.9099776
September 30, 2010	1.9099776
December 30, 2010	1.9099776
March 30, 2011	1.9099776
June 30, 2011	1.9099776
September 30, 2011	1.9099776
December 30, 2011	1.9099776
March 30, 2012	1.9099776
June 30, 2012	1.9099776
September 30, 2012	1.9099776
December 30, 2012	1.9099776
March 30, 2013	1.9099776
June 30, 2013	1.9099776
September 30, 2013	1.9099776
December 30, 2013	1.9099776
March 30, 2014	1.9099776
June 30, 2014	1.9099776
September 30, 2014	1.9099776
December 30, 2014	1.9099776
March 30, 2015	1.9099776
June 30, 2015	1.9099776
September 30, 2015	1.9099776
December 30, 2015	1.9099776
March 30, 2016	1.9099776
June 30, 2016	1.9099776
September 30, 2016	1.9099776
December 30, 2016	1.9099776
March 30, 2017	1.9099776

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 4**

Termination and Stipulated Loss Values

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
October 30, 1996	100.8028311
December 30, 1996	101.1989673
March 30, 1997	101.5333561
June 30, 1997	101.8204208
September 30, 1997	102.0020830
December 30, 1997	102.1044988
March 30, 1998	102.1269020
June 30, 1998	102.1109708
September 30, 1998	102.0200808
December 30, 1998	101.8709071
March 30, 1999	101.6822229
June 30, 1999	101.4261054
September 30, 1999	101.1332259
December 30, 1999	100.7682366
March 30, 2000	100.4191958
June 30, 2000	100.0174403
September 30, 2000	99.5763208
December 30, 2000	99.1030674
March 30, 2001	98.5969904
June 30, 2001	98.0859916
September 30, 2001	97.4939011
December 30, 2001	96.8978501
March 30, 2002	96.2485056
June 30, 2002	95.5781040
September 30, 2002	94.8887960
December 30, 2002	94.1191897
March 30, 2003	93.3445491
June 30, 2003	92.5639370
September 30, 2003	91.7482168
December 30, 2003	90.9214936
March 30, 2004	90.0794815
June 30, 2004	89.2233708
September 30, 2004	88.3553041
December 30, 2004	87.4783723
March 30, 2005	86.5938171
June 30, 2005	85.7012899
September 30, 2005	84.7985159
December 30, 2005	83.8813511
March 30, 2006	82.9600408
June 30, 2006	82.0306890
September 30, 2006	81.1031546
December 30, 2006	80.1725749
March 30, 2007	79.2389199

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 4**

Termination and Stipulated Loss Values

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
June 30, 2007	78.2978848
September 30, 2007	77.3804690
December 30, 2007	76.4211320
March 30, 2008	75.4799878
June 30, 2008	74.5324985
September 30, 2008	73.5903286
December 30, 2008	72.6477953
March 30, 2009	71.7049586
June 30, 2009	70.7589562
September 30, 2009	69.8164353
December 30, 2009	68.8772820
March 30, 2010	67.9398319
June 30, 2010	66.9981869
September 30, 2010	66.0585230
December 30, 2010	65.1208210
March 30, 2011	64.1865915
June 30, 2011	63.2442856
September 30, 2011	62.293741
December 30, 2011	61.3451678
March 30, 2012	60.39725978
June 30, 2012	59.45083408
September 30, 2012	58.5056250
December 30, 2012	57.56151149
March 30, 2013	56.61852543
June 30, 2013	55.6765386
September 30, 2013	54.73551493
December 30, 2013	53.79557977
March 30, 2014	52.85663326
June 30, 2014	51.91868914
September 30, 2014	50.98178018
December 30, 2014	50.04581153
March 30, 2015	49.11078328
June 30, 2015	48.17655519
September 30, 2015	47.24318421
December 30, 2015	46.31072870
March 30, 2016	45.37914487
June 30, 2016	44.44835569
September 30, 2016	43.51837463
December 30, 2016	42.58913345
March 30, 2017	41.66069022
June 30, 2017	40.73299900