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RECEIVED
SURFACE TRANSPORTATION
BOARD

NOV 26 9 19 AM '96

Part 1

November 26, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Counterparts

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. 5 and Indenture Supplement No. 5, both dated November 26, 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. 5

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

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

Mr. Vernon A. Williams
November 26, 1996
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Indenture Supplement No. 5

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. 5.

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

NOV 26 1996 10 20 AM

INDENTURE SUPPLEMENT No. 5 (Central Soya Equipment Trust 1996) dated November 26, 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;

- K

(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. 5 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.

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 15th day of November, 1996, before me personally appeared Michele M. Fitzgerald to me known, who, being by me duly sworn, did depose and say that he (she) is a CORPORATE TRUSTEE 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.

Maria F. Collazo

Notary Public in and for
the Commonwealth of Massachusetts

My Commission Expires:

MARIA F COLLAZO
Notary Public
My Commission Expires June 28, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 15th day of November, 1996, before me personally appeared Michele M. Fitzgerald to me personally known, being by me duly sworn, says that he (she) is a CORPORATE TRUSTEE 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.

Maria F. Collazo

Notary Public in and for
the Commonwealth of Massachusetts

My Commission Expires:

MARIA F COLLAZO
My Commission Expires June 26, 1998

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: Michele M. Fitzgerald
Title:

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

DESCRIPTION OF EQUIPMENT

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13073	NOV-12-96
CSYX	13089	OCT-24-96
CSYX	13091	OCT-24-96
CSYX	13094	OCT-31-96
CSYX	13104	OCT-29-96
CSYX	13107	OCT-24-96
CSYX	13108	OCT-29-96
CSYX	13110	OCT-28-96
CSYX	13112	OCT-24-96
CSYX	13114	OCT-24-96
CSYX	13115	OCT-28-96
CSYX	13116	OCT-28-96
CSYX	13117	OCT-24-96
CSYX	13118	OCT-25-96
CSYX	13119	OCT-25-96
CSYX	13120	OCT-24-96
CSYX	13121	OCT-24-96
CSYX	13122	OCT-24-96
CSYX	13123	OCT-25-96
CSYX	13124	OCT-25-96
CSYX	13125	OCT-24-96
CSYX	13126	OCT-28-96
CSYX	13127	OCT-25-96
CSYX	13128	OCT-25-96
CSYX	13129	OCT-25-96
CSYX	13130	OCT-25-96
CSYX	13131	OCT-28-96
CSYX	13132	OCT-25-96
CSYX	13133	OCT-28-96
CSYX	13134	OCT-28-96
CSYX	13135	OCT-28-96
CSYX	13136	OCT-25-96
CSYX	13137	OCT-29-96
CSYX	13138	OCT-28-96
CSYX	13139	OCT-28-96
CSYX	13140	OCT-29-96
CSYX	13141	OCT-29-96
CSYX	13142	NOV-05-96
CSYX	13143	OCT-29-96
CSYX	13144	OCT-29-96
CSYX	13145	OCT-29-96
CSYX	13146	OCT-29-96
CSYX	13147	OCT-29-96

100-TON 5400 C/F COVERED HOPPER CARSSHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13148	OCT-30-96
CSYX	13149	OCT-29-96
CSYX	13150	OCT-30-96
CSYX	13151	OCT-31-96
CSYX	13152	OCT-31-96
CSYX	13153	OCT-30-96
CSYX	13154	OCT-30-96
CSYX	13155	OCT-31-96
CSYX	13156	OCT-30-96
CSYX	13157	NOV-04-96
CSYX	13158	OCT-31-96
CSYX	13159	OCT-30-96
CSYX	13160	OCT-30-96
CSYX	13161	OCT-30-96
CSYX	13162	OCT-30-96
CSYX	13163	OCT-31-96
CSYX	13164	OCT-31-96
CSYX	13165	OCT-31-96
CSYX	13166	NOV-04-96
CSYX	13167	NOV-04-96
CSYX	13168	NOV-04-96
CSYX	13169	OCT-31-96
CSYX	13170	OCT-31-96
CSYX	13171	NOV-04-96
CSYX	13172	NOV-04-96
CSYX	13173	NOV-04-96
CSYX	13174	NOV-04-96
CSYX	13175	NOV-06-96
CSYX	13176	NOV-14-96
CSYX	13177	NOV-14-96
CSYX	13178	NOV-04-96
CSYX	13179	NOV-04-96
CSYX	13180	NOV-04-96
CSYX	13181	NOV-04-96
CSYX	13182	NOV-04-96
CSYX	13183	NOV-04-96
CSYX	13184	NOV-04-96
CSYX	13185	NOV-04-96
CSYX	13186	NOV-05-96
CSYX	13187	NOV-05-96
CSYX	13188	NOV-04-96
CSYX	13189	NOV-05-96
CSYX	13190	NOV-04-96

100-TON 5400 C/F COVERED HOPPER CARSSHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13191	NOV-04-96
CSYX	13192	NOV-04-96
CSYX	13193	NOV-08-96
CSYX	13194	NOV-06-96
CSYX	13195	NOV-08-96
CSYX	13196	NOV-05-96
CSYX	13197	NOV-06-96
CSYX	13198	NOV-05-96
CSYX	13199	NOV-07-96
CSYX	13200	NOV-06-96
CSYX	13201	NOV-06-96
CSYX	13202	NOV-05-96
CSYX	13203	NOV-05-96
CSYX	13204	NOV-11-96
CSYX	13205	NOV-06-96
CSYX	13206	NOV-08-96
CSYX	13207	NOV-07-96
CSYX	13208	NOV-08-96
CSYX	13209	NOV-06-96
CSYX	13210	NOV-06-96
CSYX	13211	NOV-06-96
CSYX	13212	NOV-12-96
CSYX	13213	NOV-12-96
CSYX	13214	NOV-06-96
CSYX	13215	NOV-07-96
CSYX	13216	NOV-06-96
CSYX	13217	NOV-11-96
CSYX	13218	NOV-08-96
CSYX	13219	NOV-08-96
CSYX	13220	NOV-07-96
CSYX	13221	NOV-08-96
CSYX	13222	NOV-08-96
CSYX	13223	NOV-08-96
CSYX	13224	NOV-08-96
CSYX	13225	NOV-08-96
CSYX	13226	NOV-11-96
CSYX	13227	NOV-11-96
CSYX	13228	NOV-08-96
CSYX	13229	NOV-08-96
CSYX	13230	NOV-08-96
CSYX	13231	NOV-08-96
CSYX	13232	NOV-08-96
CSYX	13233	NOV-11-96

100-TON 5400 C/E COVERED HOPPER CARSSHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13234	NOV-11-96
CSYX	13235	NOV-08-96
CSYX	13236	NOV-12-96
CSYX	13237	NOV-12-96
CSYX	13238	NOV-11-96
CSYX	13239	NOV-11-96
CSYX	13240	NOV-12-96
CSYX	13241	NOV-11-96
CSYX	13242	NOV-14-96
CSYX	13243	NOV-12-96
CSYX	13244	NOV-11-96
CSYX	13245	NOV-12-96
CSYX	13246	NOV-12-96
CSYX	13248	NOV-13-96
CSYX	13249	NOV-13-96
CSYX	13250	NOV-13-96
CSYX	13251	NOV-12-96
CSYX	13252	NOV-13-96
CSYX	13253	NOV-13-96
CSYX	13254	NOV-14-96
CSYX	13255	NOV-14-96
CSYX	13256	NOV-18-96
CSYX	13257	NOV-14-96
CSYX	13259	NOV-13-96
CSYX	13260	NOV-14-96
CSYX	13261	NOV-14-96
CSYX	13262	NOV-13-96
CSYX	13263	NOV-14-96
CSYX	13264	NOV-13-96
CSYX	13265	NOV-13-96
CSYX	13267	NOV-13-96
CSYX	13269	NOV-15-96
CSYX	13271	NOV-18-96
CSYX	13272	NOV-15-96
CSYX	13273	NOV-18-96
CSYX	13275	NOV-15-96
CSYX	13276	NOV-15-96
CSYX	13278	NOV-15-96
CSYX	13279	NOV-18-96
CSYX	13280	NOV-15-96
CSYX	13281	NOV-14-96
CSYX	13282	NOV-18-96
CSYX	13283	NOV-19-96

100-TON 5400 C/F COVERED HOPPER CARSSHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13284	NOV-15-96
CSYX	13285	NOV-15-96
CSYX	13286	NOV-19-96
CSYX	13288	NOV-18-96
CSYX	13289	NOV-15-96
CSYX	13290	NOV-15-96
CSYX	13291	NOV-18-96
CSYX	13292	NOV-19-96
CSYX	13293	NOV-18-96
CSYX	13294	NOV-19-96
CSYX	13295	NOV-19-96
CSYX	13296	NOV-18-96
CSYX	13297	NOV-18-96
CSYX	13298	NOV-19-96
CSYX	13299	NOV-19-96
CSYX	13301	NOV-19-96
CSYX	13304	NOV-19-96
CSYX	13308	NOV-19-96
TOTAL	<u>190</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 Annex A is November 26, 1996.

SCHEDULE A

100-TON 5400 C/F COVERED HOPPER CARS

-- SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13510	DEC-19-96
CSYX	13511	DEC-19-96
CSYX	13512	DEC-19-96
CSYX	13513	DEC-19-96
CSYX	13514	DEC-19-96
CSYX	13515	DEC-19-96
CSYX	13516	DEC-19-96
CSYX	13517	DEC-19-96
CSYX	13518	DEC-19-96
CSYX	13519	DEC-19-96
CSYX	13520	DEC-19-96
CSYX	13521	DEC-19-96
CSYX	13522	DEC-19-96
CSYX	13523	DEC-19-96
CSYX	13524	DEC-19-96
CSYX	13525	DEC-19-96
CSYX	13526	DEC-19-96
CSYX	13527	DEC-19-96
CSYX	13528	DEC-19-96
CSYX	13529	DEC-19-96
CSYX	13530	DEC-19-96
CSYX	13531	DEC-19-96
CSYX	13532	DEC-19-96
CSYX	13533	DEC-19-96
CSYX	13534	DEC-19-96
CSYX	13535	DEC-19-96
CSYX	13536	DEC-19-96
CSYX	13537	DEC-19-96
CSYX	13538	DEC-19-96
CSYX	13539	DEC-19-96
CSYX	13540	DEC-19-96
CSYX	13541	DEC-19-96
CSYX	13542	DEC-19-96
CSYX	13543	DEC-19-96
CSYX	13544	DEC-19-96
TOTAL	<u>250</u>	