

*Counton Post - Edw M Linn*

RECORDATION NO. 20200-L, M FILED 1825

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

DEC 30 1996 - 11:45 AM

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

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

December 30, 1996

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

DEC 30 11 42 AM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

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. 6 and Indenture Supplement No. 6, both dated December 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. 6

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  
December 30, 1996  
Page 2

Indenture Supplement No 6

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

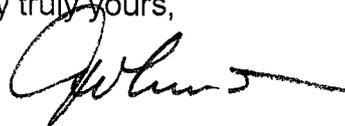
Indenture Trustee. First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

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

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

12/30/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/30/96 at 11:45AM, and assigned recordation number(s). 20200-L, 20200-M, 20182-F, 20201-F and 20201-G.

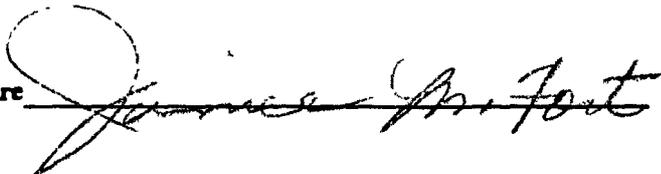
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 110.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



DEC 30 1996 -11 45 AM

INDENTURE SUPPLEMENT No. 6 (Central Soya Equipment Trust 1996) dated December 30, 1996 between 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, and FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, as indenture trustee hereunder (together with any successor indenture trustee, the "Indenture Trustee").

**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.

WHEREAS, the Indenture Trustee and the Owner Trustee desire to amend Sections 2.09 and 2.10 of the Indenture and Schedule A to the Indenture as contemplated by Section 2.15 of the Indenture.

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. 6 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.

As contemplated by Section 2.15 of the Indenture, the Indenture Trustee and the Owner Trustee hereby amend the Indenture as follows: (a) Sections 2.09 and 2.10 of the Indenture are hereby amended to delete therefrom the reference to "after the first Payment Date in 1997" and substitute therefore the following "on the Payment Date in December 1996"; and (b) Schedule A to the Indenture is hereby deleted in its entirety and replaced with Schedule B attached hereto.

This Supplement shall be construed as supplemental and amendatory 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 parties hereto have caused this Indenture 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, except as  
expressly provided herein, but solely as  
Owner Trustee

By: Michael M. Fitzgerald  
Title: **CORPORATE TRUST OFFICER**

FIRST SECURITY BANK, NATIONAL  
ASSOCIATION,  
not in its individual capacity, except as  
expressly provided herein, but solely as  
Indenture Trustee

By: \_\_\_\_\_  
Title:

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 20<sup>th</sup> day of December, 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 TRUST OFFICER** 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 26, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 20<sup>th</sup> day of December, 1996, before me personally appeared Michele M. Fitzgerald to me personally known, being by me duly sworn, says that he/she 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 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

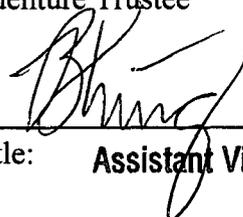
My Commission Expires:  
MARIA F COLLAZO  
Notary Public  
My Commission Expires June 26, 1998

IN WITNESS WHEREOF, the parties hereto have caused this Indenture 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, except as  
expressly provided herein, but solely as  
Owner Trustee

By: \_\_\_\_\_  
Title:

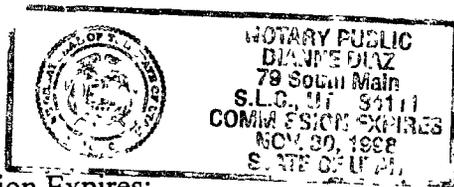
FIRST SECURITY BANK, NATIONAL  
ASSOCIATION,  
not in its individual capacity, except as  
expressly provided herein, but solely as  
Indenture Trustee

By:  \_\_\_\_\_  
Title: **Assistant Vice President**

**STB ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) ss  
COUNTY OF Salt Lake )

On this 19<sup>th</sup> day of December, 1996, before me personally appeared **Brett R. King**, to me known, who, being by me duly sworn, did depose and say that he/she is a **Asst. Vice President** of FIRST SECURITY BANK, NATIONAL ASSOCIATION, 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.



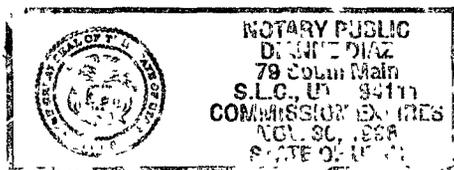
*[Signature]*  
Notary Public in and for  
the State of Utah

My Commission Expires:

**REGISTRAR GENERAL ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) ss  
COUNTY OF Salt Lake )

On this 19<sup>th</sup> day of December, 1996, before me personally appeared **Brett R. King**, to me personally known, being by me duly sworn, says that he/she is a **Asst. Vice President** of FIRST SECURITY BANK, NATIONAL ASSOCIATION (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/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.



*[Signature]*  
Notary Public in and for  
the State of Utah

My Commission Expires:

**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.

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	13247	NOV-26-96
CSYX	13258	NOV-20-96
CSYX	13266	NOV-22-96
CSYX	13268	NOV-27-96
CSYX	13270	NOV-27-96
CSYX	13274	NOV-25-96
CSYX	13277	NOV-25-96
CSYX	13287	NOV-20-96
CSYX	13300	NOV-20-96
CSYX	13302	NOV-22-96
CSYX	13303	NOV-20-96
CSYX	13305	NOV-22-96
CSYX	13306	NOV-20-96
CSYX	13307	NOV-20-96
CSYX	13309	NOV-22-96
CSYX	13310	DEC-06-96
CSYX	13311	DEC-06-96
CSYX	13312	NOV-20-96
CSYX	13313	DEC-05-96
CSYX	13314	NOV-20-96
CSYX	13315	NOV-21-96
CSYX	13316	NOV-21-96
CSYX	13317	NOV-21-96
CSYX	13318	NOV-20-96
CSYX	13319	DEC-06-96
CSYX	13320	NOV-20-96
CSYX	13321	NOV-21-96
CSYX	13322	NOV-21-96
CSYX	13323	NOV-21-96
CSYX	13324	NOV-26-96
CSYX	13325	NOV-21-96
CSYX	13326	NOV-21-96
CSYX	13327	NOV-21-96
CSYX	13328	NOV-22-96
CSYX	13329	DEC-11-96
CSYX	13330	NOV-22-96
CSYX	13331	NOV-22-96
CSYX	13332	NOV-25-96
CSYX	13333	NOV-21-96
CSYX	13334	NOV-26-96
CSYX	13335	NOV-26-96
CSYX	13336	NOV-22-96
CSYX	13337	NOV-22-96

## SCHEDULE A

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

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13338	NOV-25-96
CSYX	13339	NOV-25-96
CSYX	13340	NOV-26-96
CSYX	13341	NOV-22-96
CSYX	13342	NOV-25-96
CSYX	13343	DEC-06-96
CSYX	13344	NOV-26-96
CSYX	13345	NOV-26-96
CSYX	13346	NOV-26-96
CSYX	13347	NOV-25-96
CSYX	13348	NOV-25-96
CSYX	13349	NOV-26-96
CSYX	13350	NOV-25-96
CSYX	13351	DEC-06-96
CSYX	13352	NOV-25-96
CSYX	13353	DEC-04-96
CSYX	13354	DEC-11-96
CSYX	13355	DEC-02-96
CSYX	13356	NOV-27-96
CSYX	13357	NOV-26-96
CSYX	13358	NOV-27-96
CSYX	13359	NOV-27-96
CSYX	13360	DEC-06-96
CSYX	13361	NOV-27-96
CSYX	13362	DEC-02-96
CSYX	13363	DEC-06-96
CSYX	13364	NOV-27-96
CSYX	13365	DEC-06-96
CSYX	13366	NOV-27-96
CSYX	13367	NOV-27-96
CSYX	13368	DEC-02-96
CSYX	13369	DEC-10-96
CSYX	13370	DEC-03-96
CSYX	13371	DEC-02-96
CSYX	13372	DEC-05-96
CSYX	13373	NOV-27-96
CSYX	13374	DEC-02-96
CSYX	13375	DEC-02-96
CSYX	13376	DEC-02-96
CSYX	13377	DEC-02-96
CSYX	13378	DEC-02-96
CSYX	13379	DEC-03-96
CSYX	13380	DEC-03-96

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	13381	DEC-02-96
CSYX	13382	DEC-03-96
CSYX	13383	DEC-03-96
CSYX	13384	DEC-04-96
CSYX	13385	DEC-03-96
CSYX	13386	DEC-03-96
CSYX	13387	DEC-03-96
CSYX	13388	DEC-03-96
CSYX	13389	DEC-04-96
CSYX	13390	DEC-04-96
CSYX	13391	DEC-03-96
CSYX	13392	DEC-18-96
CSYX	13393	DEC-04-96
CSYX	13394	DEC-18-96
CSYX	13395	DEC-04-96
CSYX	13396	DEC-09-96
CSYX	13397	DEC-04-96
CSYX	13398	DEC-04-96
CSYX	13399	DEC-05-96
CSYX	13400	DEC-04-96
CSYX	13401	DEC-04-96
CSYX	13402	DEC-18-96
CSYX	13403	DEC-05-96
CSYX	13404	DEC-05-96
CSYX	13405	DEC-05-96
CSYX	13406	DEC-05-96
CSYX	13407	DEC-05-96
CSYX	13408	DEC-05-96
CSYX	13409	DEC-09-96
CSYX	13410	DEC-05-96
CSYX	13411	DEC-09-96
CSYX	13412	DEC-06-96
CSYX	13413	DEC-09-96
CSYX	13414	DEC-09-96
CSYX	13415	DEC-09-96
CSYX	13416	DEC-09-96
CSYX	13417	DEC-10-96
CSYX	13418	DEC-09-96
CSYX	13419	DEC-09-96
CSYX	13420	DEC-10-96
CSYX	13421	DEC-09-96
CSYX	13422	DEC-06-96
CSYX	13423	DEC-10-96

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	13424	DEC-10-96
CSYX	13425	DEC-19-96
CSYX	13426	DEC-10-96
CSYX	13427	DEC-12-96
CSYX	13428	DEC-11-96
CSYX	13429	DEC-11-96
CSYX	13430	DEC-11-96
CSYX	13431	DEC-10-96
CSYX	13432	DEC-10-96
CSYX	13433	DEC-10-96
CSYX	13434	DEC-11-96
CSYX	13435	DEC-10-96
CSYX	13436	DEC-13-96
CSYX	13437	DEC-11-96
CSYX	13438	DEC-11-96
CSYX	13439	DEC-13-96
CSYX	13440	DEC-11-96
CSYX	13441	DEC-12-96
CSYX	13442	DEC-12-96
CSYX	13443	DEC-11-96
CSYX	13444	DEC-12-96
CSYX	13445	DEC-12-96
CSYX	13446	DEC-12-96
CSYX	13447	DEC-12-96
CSYX	13448	DEC-12-96
CSYX	13449	DEC-13-96
CSYX	13450	DEC-12-96
CSYX	13451	DEC-12-96
CSYX	13452	DEC-13-96
CSYX	13453	DEC-13-96
CSYX	13454	DEC-16-96
CSYX	13455	DEC-13-96
CSYX	13456	DEC-13-96
CSYX	13457	DEC-13-96
CSYX	13458	DEC-13-96
CSYX	13459	DEC-16-96
CSYX	13460	DEC-13-96
CSYX	13461	DEC-16-96
CSYX	13462	DEC-16-96
CSYX	13463	DEC-16-96
CSYX	13464	DEC-16-96
CSYX	13465	DEC-16-96
CSYX	13466	DEC-16-96

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	13467	DEC-16-96
CSYX	13468	DEC-16-96
CSYX	13469	DEC-17-96
CSYX	13470	DEC-17-96
CSYX	13471	DEC-17-96
CSYX	13472	DEC-17-96
CSYX	13473	DEC-17-96
CSYX	13474	DEC-17-96
CSYX	13475	DEC-17-96
CSYX	13476	DEC-17-96
CSYX	13477	DEC-17-96
CSYX	13478	DEC-17-96
CSYX	13479	DEC-18-96
CSYX	13480	DEC-18-96
CSYX	13481	DEC-19-96
CSYX	13482	DEC-19-96
CSYX	13483	DEC-19-96
CSYX	13484	DEC-18-96
CSYX	13485	DEC-18-96
CSYX	13486	DEC-18-96
CSYX	13487	DEC-18-96
CSYX	13488	DEC-18-96
CSYX	13489	DEC-19-96
CSYX	13490	DEC-19-96
CSYX	13491	DEC-19-96
CSYX	13492	DEC-19-96
CSYX	13493	DEC-19-96
CSYX	13494	DEC-19-96
CSYX	13495	DEC-19-96
CSYX	13496	DEC-19-96
CSYX	13497	DEC-19-96
CSYX	13498	DEC-19-96
CSYX	13499	DEC-19-96
CSYX	13500	DEC-19-96
CSYX	13501	DEC-19-96
CSYX	13502	DEC-19-96
CSYX	13503	DEC-19-96
CSYX	13504	DEC-19-96
CSYX	13505	DEC-19-96
CSYX	13506	DEC-19-96
CSYX	13507	DEC-19-96
CSYX	13508	DEC-19-96
CSYX	13509	DEC-19-96

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>	<u>                    </u>

## ANNEX A

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 December 30, 1996.

**SCHEDULE B  
to  
Indenture Supplement**

**REVISED SCHEDULE A  
to  
Trust Indenture and Security Agreement**

**AMORTIZATION SCHEDULE**

**SCHEDULE OF PRINCIPAL PAYMENTS**

<u>Payment Date Occurring On or About</u>	<u>Percentage of Original Principal Amount to be Paid</u>
---	---

Schedule deleted for filing purposes