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LAW OFFICES

FRITZ R. KAHN, P.C.

SUITE 750 WEST

1100 NEW YORK AVENUE, N.W.

WASHINGTON, D.C. 20005-3984

(202) 371-8037

FAX (202) 371-0900

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NOV 3 1995
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

19633-E
November 3, 1995
FILED 1425

RECORDATION NO. 19633-E

Hon. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, DC 20423

NOV 3 1995 - 2 03 PM
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Dear Secretary Williams:

Enclosed are the original and two copies of the document described below, to be recorded pursuant to section 11303 of Title 49 of the U.S. Code.

The document, Collateral Assignment of Sublease, is an assignment and a secondary document, dated October 31, 1995. The primary document to which this document is connected is recorded under Recordation No. 19633, dated September 29, 1995. A Trust Agreement was recorded as a secondary document under Recordation No. 19633-A, dated September 29, 1995.

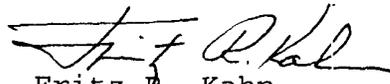
The names and addresses of the parties to the document are Kyle Railroad Company, P. O. Box 506, Phillipsburg, KS 67661, Archer-Daniels-Midland Company, P. O. Box 1470, Decatur, IL 62525, and Shawmut Bank Connecticut, National Association, 777 Main Street, Hartford, CT 06115.

The cars covered by the document are fifty (50) covered hopper cars, ADMX 56001 - 56050, inclusive.

This firm's check for \$21 in payment of the fee is enclosed. Please return the original and any copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows: An assignment of collateral, dated October 31, 1995, under a sublease by Kyle Railroad Company, dated October 11, 1995, of 50 covered hopper cars, and connected to the document recorded under Recordation No. 19633, dated September 29, 1995.

Sincerely yours,



Fritz R. Kahn
Attorney for Kyle Railroad Co.

Counterparts - Fritz R. Kahn

NOTATION NO.

19633-E
FILED 1425

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EXECUTION COPY

SECURITIES

MARKET COMMISSION

CATEGORY A

COLLATERAL ASSIGNMENT OF SUBLEASE

dated as of October 31, 1995, made by KYLE RAILROAD COMPANY, a Kansas corporation (the "Company"), in favor of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of September 15, 1995, between the Owner Trustee and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "Owner Participant").

WHEREAS, the Owner Trustee and the Company have entered into a Lease dated as of September 15, 1995 (the "Lease"), and unless the context shall otherwise require, the capitalized terms used herein shall have the meanings assigned to them in Annex I to the Lease;

WHEREAS, the Company has entered into a Sublease dated as of October ____, 1995 (the "Sublease") with Archer-Daniels-Midland Company, a Delaware corporation (the "Sublessee");

WHEREAS, the Company, in accordance with the requirements of the Lease, is hereby granting a security interest in the Sublease to the Owner Trustee to provide security to the Owner Trustee for the payment and performance by the Company of its obligations under the Lease and the other Operative Agreements (the "Obligations");

NOW THEREFORE, in accordance with the requirements of the Lease, and in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Company hereby agrees and covenants for the benefit of the Owner Trustee as follows:

1. Assignment. The Company hereby grants a first priority security interest in, pledges, sells, assigns, transfers and sets over unto the Owner Trustee and its respective successors and assigns, including by, through, or under its exercise of remedies under the Lease or otherwise, as collateral security for the payment and performance of the Obligations, all of the Company's rights, title and interests in and to the Sublease, including, without limitation, all payments due or to become due thereunder and all rights of the Company to enforce payment of such amounts or to enforce performance of any duty, agreement, covenant or obligation thereunder; provided, however, that so long as no Event of Default under the Lease shall have occurred and be continuing, the Company may enforce all performance obligations thereunder without the consent of the Owner Trustee. This Assignment is made as collateral security for all the Obligations and is subject (as is the Sublease) to the terms and conditions of the Lease.

2. Liability of the Company. The Company shall remain liable under the Sublease to perform all the obligations and liabilities assumed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Owner Trustee shall have no obligations or liability by reason of or arising out of the collateral assignment hereunder, nor shall the Owner Trustee be required or obligated in any manner to perform or fulfill any obligations under or pursuant to the Sublease, unless and until the Owner Trustee, following an Event of Default, expressly accepts such assignment and agrees to assume and perform the obligations of the Company thereunder; provided, however, that in no event shall the Owner Trustee become liable for (or assume any liability for) any act or omission of the Company under the Sublease (or in connection therewith) that occurs prior to the acceptance by the Owner Trustee of such assignment following an Event of Default.

3. Further Assurances; Power of Attorney. The Company agrees that at any time and from time to time, upon the written request of the Owner Trustee, it will execute and deliver such further documents and do such other acts and things as the Owner Trustee may request in order to more fully effect the purposes of this Assignment. The Company does hereby irrevocably constitute and appoint the Owner Trustee its true and lawful attorney-in-fact with full and irrevocable power and authority in the place and stead of the Company and in the name of the Company or in the Owner Trustee's own name, for the purpose of carrying out of the terms of this Assignment, to take any and all action and to execute any and all instruments which may be necessary to accomplish the purposes of this Assignment. This power of attorney is a power coupled with an interest and shall be irrevocable.

4. Representations of the Company. The Company hereby represents and warrants that: (i) it has not heretofore assigned or otherwise disposed of or encumbered any of its right, title or interest in, to or under the Sublease or any moneys due or to become due to it under or by reason thereof and (ii) the Company has the full right and power to transfer to the Owner Trustee absolute title to its rights, title and interests in and under the Sublease and to enter into and perform its agreements and obligations under this Assignment (including, without limitation, granting a first priority security interest in the Sublease as set forth above).

5. Amendments, Waiver. The terms of this Assignment shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written agreement signed by the Company and the Owner Trustee.

6. Acceptance by the Sublessee. The Sublessee acknowledges, consents and agrees to the terms of this Assignment and agrees to fulfill and perform all the obligations of the Sublessee under the Sublease for the benefit of the Owner Trustee if and when an Event of Default shall have occurred; and the Owner Trustee expressly accepts any assignment and assumption of the Sublease to and by the Owner Trustee as contemplated by, and subject to the terms and conditions set forth in Section 2 above (if and when the same shall occur). The

Sublessee acknowledges and agrees that the Sublease is subject and subordinate in all respects to the Lease and may be terminated by the Owner Trustee as and when provided for in the Lease (including, without limitation, upon the occurrence of an Event of Default). The Sublessee represents and warrants to the Owner Trustee that the Sublease is a full force and effect and constitutes the legal, valid and binding obligation of the Sublessee, enforceable against the Sublessee in accordance with its terms.

7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

8. Headings and Table of Contents. All Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9. Law Governing. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS DOCTRINES).

10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

11. Limitations of Assignee's Liability. It is understood and agreed that Assignee is entering into this Agreement solely in its capacity as Owner Trustee under the Trust Agreement and that it shall not be liable or accountable in its individual capacity in any circumstances whatsoever (except as may be otherwise expressly provided for the benefit of the Owner Participant in the Trust Agreement). It is further agreed that any party hereto having any claims against the Assignee as a result of the transactions contemplated hereby shall look solely to the Trust Estate for satisfaction thereof, except as provided in the first sentence of this Section. It is also understood and agreed that, absent written instructions from the Owner Participant pursuant to the Trust Agreement, the Assignee shall not be under any obligation to exercise any of the permissive rights or powers granted to it under this Agreement or under the Sublease.

