

RECORDATION NO. 14869-14 FILED

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

NOV 17 '97

4-06 PM

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

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

Counterparts - [Signature]

November 14, 1997

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 an Assignment and Assumption Agreement, dated as of November 14, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 14869.

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

Assignor: Compass Capital Corporation
555 California Street
San Francisco, California 94104

Assignee: FINOVA Capital Corporation
One Crossroads Center, Building A
Bedminister, New Jersey 07921

A description of the railroad equipment covered by the enclosed document is:

316 CRGX railcars set forth on Schedule II attached to the Assignment and Assumption Agreement.

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RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
November 14, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE II

DESCRIPTION OF RAIL CARS

Descriptions and Quantity	Manufacturer	Lessee's Identification Nos.	AAR Mechanical Description	DOT Specifications
Oilseed Cars 125	Union Tank Car	CRGX 7050-7174*	T-105	111A100W-3
Corn Milling Cars 36	Trinity Industries	CRGX 4340-4375*	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car	CRGX 4376-4389* CRGX 4390-4393* CRGX 4395, 4400	T-104	111A100W-3
Corn Milling Cars 46	ACF Industries	CRGX 4416-4426 CRGX 4428-4453 CRGX 4456, 4457 CRGX 4459-4465	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car	CRGX 4394 4396-4399 4401-4415	T-104	111A100W-3
Corn Milling Cars 4	ACF Industries	CRGX 4427, 4454, 4455, 4458	T-104	111A100W-3
Oilseed Cars 25	Union Tank Car	CRGX 7175-7199	T-105	111A100W-3
Corn Milling Cars 50	Coca-Cola	CRGX 4466-4515*	T-104	111A100W-1

* excluding CRGX 4391, 4379, 4368, 7069, 7164, 7088, 7135, 4383, 4482 and 4502, each of which suffered a Casualty Loss prior to the Closing Date.

RECORDATION NO. 14869-M FILED

NOV 17 '97

4-06PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated November __, 1997 (this "Assignment"), made between Compass Capital Corporation ("Assignor") and FINOVA Capital Corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor holds 100% of the beneficial interest under a Trust Agreement dated as of December 15, 1985 between Wilmington Trust Company, as Owner Trustee (the "Owner Trustee"), and Assignor (successor by assignment to Student Loan Marketing Association) (the "Trust Agreement") pursuant to which the Owner Trustee holds legal title for the benefit of the Assignor to 316 units of railroad equipment described in Schedule II attached hereto (the "Equipment");

WHEREAS, the Equipment is leased by the Owner Trustee to Cargill, Incorporated, a Delaware corporation (the "Lessee"), pursuant to a Lease of Railroad Equipment dated as of December 15, 1985, as supplemented by Lease Supplement No. 1 and Lease Supplement No. 2 thereto, each dated December 30, 1985, as amended by Amendment No. 1 to Lease of Railroad Equipment dated March 31, 1986, as further supplemented by Lease Supplement No. 3 and Lease Supplement No. 4 thereto, each dated March 31, 1986 and as further amended by Amendments to Lease Supplements

dated as of October __, 1997 (as so amended and supplemented, the "Lease") between the Owner Trustee, as lessor, and the Lessee;

WHEREAS, Assignor and the Assignee have entered into a Sale Agreement, dated as of November 14, 1997 (the "Sale Agreement"), pursuant to which Assignor has agreed to sell and transfer, and Assignee has agreed to purchase and assume among other things, all of Assignor's interest in and obligations under the following (the "Transferred Rights"): (i) the Operative Documents, (ii) Assignor's 100% beneficial interest in the Trust Estate, and (iii) Assignor's interest in the transactions (the "Transaction") contemplated by the Operative Documents.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Definitions. The following terms, when capitalized, shall have the following meanings for all purposes of this Agreement, except where the context otherwise requires:

"Lender" shall mean The Prudential Insurance Company of America.

"Loan and Security Agreement" shall mean the Loan and Security Agreement, dated as of December 15, 1985, between Owner Trustee and Lender, as

amended by Amendment No. 1 to Loan and Security Agreement, dated as of March 31, 1986 as more fully described on Schedule I attached hereto.

"Participation Agreement" shall mean the Participation Agreement dated as of December 15, 1985, among the Lessee, Lender, the Owner Trustee and Assignor (as successor by assignment to Student Loan Marketing Association) as more fully described on Schedule I attached hereto.

"Operative Documents" shall mean the Lease, the Participation Agreement, the Loan and Security Agreement and the other documents and agreements listed on Schedule I hereto.

"Trust Agreement" shall mean the Trust Agreement, dated as of December 15, 1985, between Owner Trustee and Assignor, as more fully described on Schedule I attached hereto, pursuant to which Owner Trustee holds legal title for the benefit of the Assignor to 316 units of railroad equipment described in Schedule II attached hereto.

Other capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Trust Agreement and the Lease.

Section 2. Assignment. As of the date hereof, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of the Assignor's right, title and interest in and to Transferred Rights; provided, that the Assignor hereby reserves and does not transfer its right, title and interest in any indemnities or liability insurance proceeds under

or contemplated by the Operative Documents in favor of the Assignor to the extent that such indemnities or liability insurance proceeds were paid, accrued in favor of, relate to events occurring, or become payable to Assignor, prior to the date hereof.

Section 3. Assumption by Assignee. The Assignee hereby accepts the foregoing assignment and, with respect to all periods from (and including) and after the date hereof (i) assumes and agrees to be bound by all the terms of, and to assume and undertake all of the obligations of the Assignor contained in, the Participation Agreement and the other Operative Documents to which Assignor is a party, including, without limitation, as the "Owner Participant" thereunder and (ii) confirms that as of the date hereof it shall be deemed to be a party to the Participation Agreement and the other Operative Documents to which Assignor is a party.

Section 4. Representations, Warranties and Covenants.

Assignee represents and warrants as follows:

- (a) it has a capital and surplus or net worth of at least \$50,000,000.00;
- (b) it is a corporation duly organized and validly existing and in good standing under the laws of the state of Delaware, and has the corporate power and authority to enter into and perform its obligations under this Assignment, the Participation Agreement and the other Operative Documents to which Assignor is a party;

(c) the execution of this Assignment has been duly authorized by all necessary corporate action on the part of the Assignee; and

(d) the person executing this Assignment is authorized by Assignee to execute such documents on behalf of Assignee and to bind Assignee.

Section 5. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, transferees and assigns.

Section 6. Applicable Law. THIS ASSIGNMENT SHALL BE DEEMED TO HAVE BEEN NEGOTIATED AND MADE IN, AND SHALL BE GOVERNED AND INTERPRETED UNDER THE LAWS OF, THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE BY RESIDENTS THEREOF TO BE ENTIRELY PERFORMED THEREIN.

Section 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original document and all of which together shall constitute but one and the same Assignment.

Section 8. Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS ASSIGNMENT OR ANY AGREEMENT EXECUTED IN CONNECTION HEREWITH.

Section 9. Confidentiality. Assignee agrees that it will maintain the

confidentiality of any financial information pertaining to the Lessee that it may receive in its capacity as Owner Participant pursuant to the Operative Documents and that it will not disclose such information to third parties other than as may be reasonably necessary in its capacity as Owner Participant.

IN WITNESS WHEREOF, the parties hereto have executed this

Assignment and Assumption Agreement as of the date first above written.

COMPASS CAPITAL CORPORATION

FINOVA CAPITAL CORPORATION

By: *M. S. Magno*

By: _____

Name: *M. S. Magno*

Name: _____

Title: *E. V. P.*

Title: _____

confidentiality of any financial information pertaining to the Lessee that it may receive in its capacity as Owner Participant pursuant to the Operative Documents and that it will not disclose such information to third parties other than as may be reasonably necessary in its capacity as Owner Participant.

IN WITNESS WHEREOF, the parties hereto have executed this

Assignment and Assumption Agreement as of the date first above written.

COMPASS CAPITAL
CORPORATION

FINOVA CAPITAL CORPORATION

By: _____

By: *Ann F. Halton*

Name: _____

Name: Ann F. Halton

Title: _____

Title: VICE PRESIDENT

LAURA MUYOKO
KAWASIMINA
Gamm. No. 1.000
INDONESIA BANGSA - CAHAYAN
DIA A GROUP OF BSA PUBLISHERS
Central Office For N. 1952



STATE OF)
 : ss.:
COUNTY OF)

On this _____ day of November, 1997, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is the _____ of COMPASS CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires _____

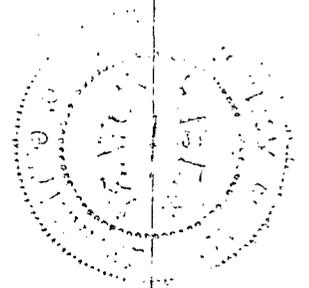
STATE OF ARIZONA)
 : ss.:
COUNTY OF MARICOPA)

On this 12th day of November, 1997, before me personally appeared ANN F. HALTON, to me personally known, who being by me duly sworn, says that she is VICE PRESIDENT of FINOVA CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marial D. Dally
Notary Public

[Notarial Seal]

My Commission expires Nov. 6, 1998



sent by: TODD & LEVI, LLP

212 983 1148;

11/12/97 12:00; JetFax #512; Page 30/39

The undersigned parties have executed this Assignment for the sole purpose of (i) consenting to the form of agreement assigning the Transferred Rights from Assignor to Assignee as required by Section 10(a)(ii) of the Participation Agreement, and (ii) acknowledges that the remaining provisions of Section 10(a) of the Participation Agreement regarding an assignment of the Transferred Rights which require the consent of or notice to the undersigned parties have either been satisfied or waived.

WILMINGTON TRUST COMPANY, as
Owner Trustee

CARGILL, INCORPORATED



By: _____

Its: Assistant Vice President

Its: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____

Its: _____

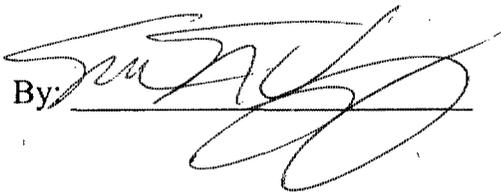
The undersigned parties have executed this Assignment for the sole purpose of (i) consenting to the form of agreement assigning the Transferred Rights from Assignor to Assignee as required by Section 10(a)(ii) of the Participation Agreement, and (ii) acknowledges that the remaining provisions of Section 10(a) of the Participation Agreement regarding an assignment of the Transferred Rights which require the consent of or notice to the undersigned parties have either been satisfied or waived.

WILMINGTON TRUST COMPANY, as
Owner Trustee

By: _____

Its: _____

CARGILL, INCORPORATED

By:  _____

William W. Veazey,
Treasurer
Its: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____

Its: _____

The undersigned parties have executed this Assignment for the sole purpose of (i) consenting to the form of agreement assigning the Transferred Rights from Assignor to Assignee as required by Section 10(a)(ii) of the Participation Agreement, and (ii) acknowledges that the remaining provisions of Section 10(a) of the Participation Agreement regarding an assignment of the Transferred Rights which require the consent of or notice to the undersigned parties have either been satisfied or waived.

WILMINGTON TRUST COMPANY, as
Owner Trustee

CARGILL, INCORPORATED

By: _____

By: _____

Its: _____

Its: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: P. Scott (son) Fisher 11/29

Its: Vice President

STATE OF *Delaware*)
COUNTY OF *New Castle*) : ss.:

On this 12 day of November, 1997, before me personally appeared **DAVID A. VANASKEY, JR.**, to me personally known, who being by me duly sworn, says that he/she is the *Asst. Vice President* of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Vernessa E Robinson

Notary Public

[Notarial Seal]

VERNESSA E. ROBINSON
NOTARY PUBLIC
My Commission expires October 12, 1998

My Commission expires _____

STATE OF)
COUNTY OF) : ss.:

On this _____ day of November, 1997, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is the _____ of CARGILL, INCORPORATED, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

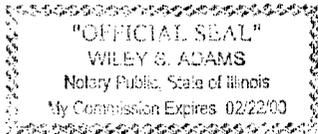
My Commission expires _____

NOTARY PUBLIC - MINNESOTA
NICKI A. GALE
My Commission Expires on 01, 2020



STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this _____ day of November, 1997, before me personally appeared P. Scott von Fischer, to me personally known, who being by me duly sworn, says that he/she is the a vice president of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Wiley S. Adams
Notary Public

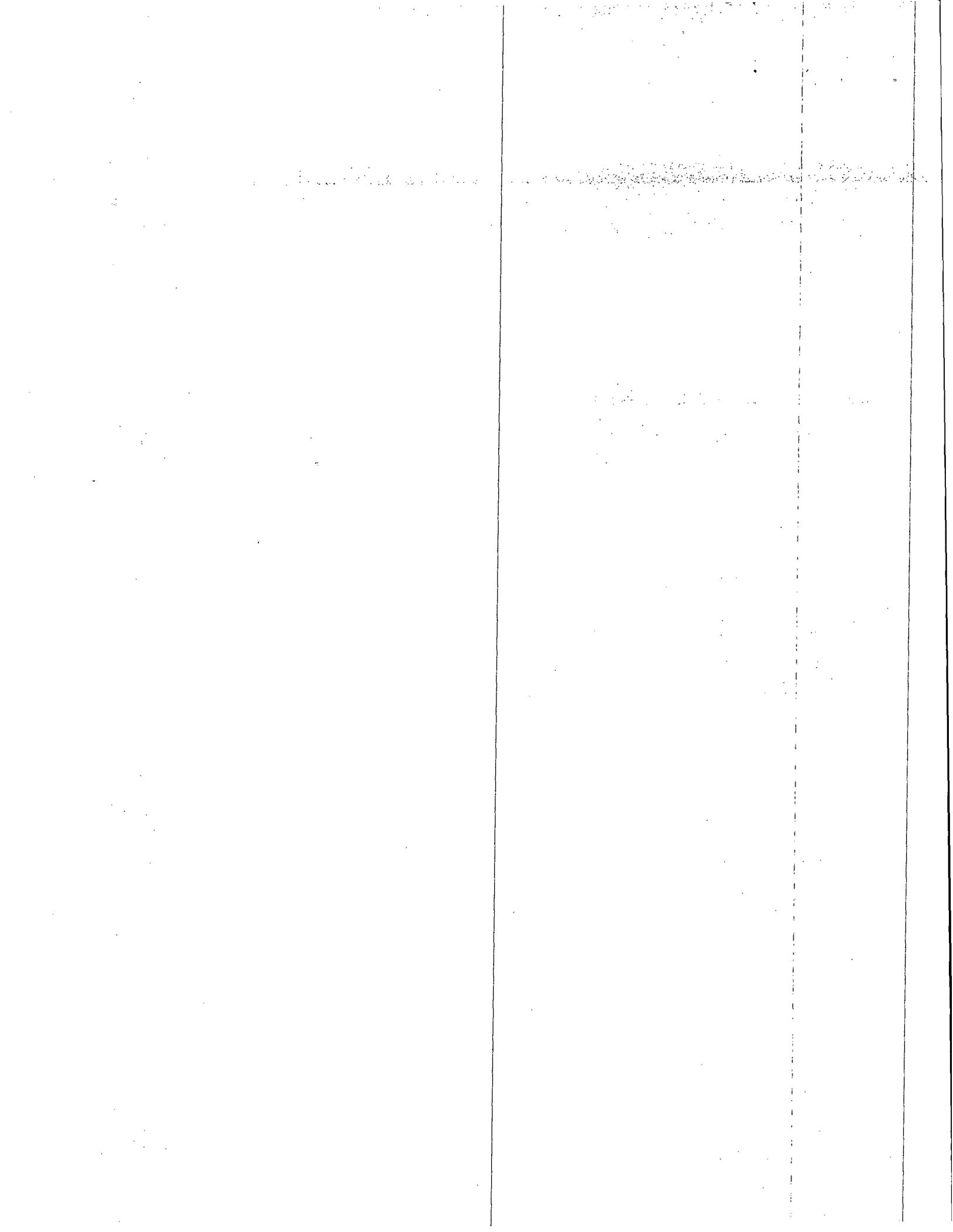
[Notarial Seal]

My Commission expires 2000

SCHEDULE I

OPERATIVE DOCUMENTS

1. Participation Agreement, dated as of December 15, 1985, among Cargill, Incorporated ("Lessee"), The Prudential Insurance Company of America ("Lender"), Compass Capital Corporation (successor by assignment to Student Loan Marketing Association, "Owner Participant"), and Wilmington Trust Company ("WTC"), as Owner Trustee ("Owner Trustee" or "Lessor"), as amended by Amendment No. 1 to Participation Agreement, dated as of March 31, 1986.
2. Lease of Railroad Equipment, dated as of December 15, 1985, between Lessee and Lessor, as recorded with the ICC on December 30, 1985 and assigned Recordation Number 14869.
3. Lease Supplement No. 1 and Lease Supplement No. 2 each dated December 30, 1985 between Lessor and Lessee, as recorded with the ICC on December 30, 1985 and assigned Recordation Numbers 14869-A and 14869-B, respectively.
4. Amendment No. 1 to Lease of Railroad Equipment dated as of March 31, 1986 between Lessor and Lessee, as recorded with the ICC on March 31, 1986 and assigned Recordation Number 14869-F,
5. Lease Supplement No. 3 and Lease Supplement No. 4 each dated March 31, 1986 between Lessor and Lessee, as recorded with the ICC on March 31, 1986 and assigned Recordation Numbers 14869-G and 14869-H, respectively.
- 5(a). Amendments to Lease Supplements dated October 28, 1997 between Lessor and Lessee, as recorded with the STB on October 29, 1997 and assigned Recordation Number 14869-L.
6. Loan and Security Agreement, dated as of December 15, 1985 between Lessor and Lender, as recorded with the ICC on December 30, 1985 and assigned Recordation Number 14869-C.
7. Supplement No. 1 to Loan and Security Agreement and Supplement No. 2 to Loan and Security Agreement each dated December 30, 1985 between Lessor and Lender, as recorded with the ICC on December 30, 1985 and assigned Recordation Numbers 14869-D and 14869-E, respectively.



8. Amendment No. 1 to Loan and Security Agreement dated as of March 31, 1986 between Lessor and Lender, as recorded with the ICC on March 31, 1986 and assigned Recordation Number 14869-I.
9. Supplement No. 3 to Loan and Security Agreement and Supplement No. 4 to Loan and Security Agreement each dated March 31, 1986 between Lessor and Lender, as recorded with the ICC on March 31, 1986 and assigned Recordation Numbers 14869-J and 14869-K, respectively.
10. Trust Agreement, dated as of December 15, 1985, between Owner Participant and WTC.
11. Tax Indemnity Agreement, dated as of December 15, 1985, between Lessee and Owner Participant, as amended by Amendment No. 1 to Tax Indemnity Agreement, dated as of March 31, 1986.
12. Bill of Sale and Assignment from Lessee to the Owner Trustee dated December 30, 1985 (covering 24 Railcars)
13. Bill of Sale and Assignment from Lessee to the Owner Trustee dated December 30, 1985 (covering 227 Railcars).
14. Bill of Sale and Assignment from Lessee to the Owner Trustee dated March 31, 1986 (covering 50 Railcars)
15. Bill of Sale and Assignment from Lessee to the Owner Trustee dated March 31, 1986 (covering 25 Railcars)
16. 11.46% Secured Note Due 2000 dated December 30, 1985 (\$6,303,471.18 original principal) made by Owner Trustee in favor of Lender.
17. 11.46% Secured Note Due 2000 dated December 30, 1985 (\$768,852.61 original principal) made by Owner Trustee in favor of Lender.
18. 11.46% Secured Note Due 2000 dated March 31, 1986 (\$714,505.76 original principal) made by Owner Trustee in favor of Lender.

19. 9.20% Secured Note Due 2000 dated March 31, 1986 (\$1,399,293.00 original principal) made by Owner Trustee in favor of Lender.

SCHEDULE II

DESCRIPTION OF RAIL CARS

Descriptions and Quantity	Manufacturer	Lessee's Identification Nos.	AAR Mechanical Description	DOT Specifications
Oilseed Cars 125	Union Tank Car	CRGX 7050-7174*	T-105	111A100W-3
Corn Milling Cars 36	Trinity Industries	CRGX 4340-4375*	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car	CRGX 4376-4389* CRGX 4390-4393* CRGX 4395, 4400	T-104	111A100W-3
Corn Milling Cars 46	ACF Industries	CRGX 4416-4426 CRGX 4428-4453 CRGX 4456, 4457 CRGX 4459-4465	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car	CRGX 4394 4396-4399 4401-4415	T-104	111A100W-3
Corn Milling Cars 4	ACF Industries	CRGX 4427, 4454, 4455, 4458	T-104	111A100W-3
Oilseed Cars 25	Union Tank Car	CRGX 7175-7199	T-105	111A100W-3
Corn Milling Cars 50	Coca-Cola	CRGX 4466-4515*	T-104	111A100W-1

* excluding CRGX 4391, 4379, 4368, 7069, 7164, 7088, 7135, 4383, 4482 and 4502, each of which suffered a Casualty Loss prior to the Closing Date.