

FAEGRE & BENSON

2200 NORWEST CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402-3901
612/336-3000
FACSIMILE 336-3026

1-319A067
17590

RECORDED BY _____ FILED IN

NOV 15 1991 - 2 24 PM

November 14, 1991

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th Street Constitution Avenue Northwest
Washington, D.C. 20423

OVERNIGHT COURIER

Dear Secretary:

Our firm represents Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, the secured party described below. I have enclosed an original and one counterpart of a Pledge and Security Agreement to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a "primary document" dated as of November 15, 1991.

The names and addresses of the parties to the document are as follows:

DEBTOR: Farmland Hydro, Limited Partnership
c/o Farmland Industries, Inc.
3315 North Oak Trafficway
Kansas City, Missouri 64116

SECURED PARTY: Cooperatieve Centrale Raiffeisen-
Boerenleenbank B.A.
245 Park Avenue
New York, New York 10167

Nov 15 2 21 PM '91
RECORDING UNIT

Included in the property covered by the aforesaid pledge and security agreement are all railroad cars, railroad locomotives and railroad equipment intended for use related to interstate commerce, or interests therein, owned by Farmland Hydro, Limited Partnership at the date of said pledge and security agreement or thereafter acquired by it or its successors as owners of such property.

A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Brad Nielsen, Faegre & Benson, 2200 Norwest Center, 90 South 7th Street, Minneapolis, Minnesota 55402-3901.

Secretary
November 14, 1991
Page 2

A short summary of the document to appear in the index follows:

Pledge and Security Agreement dated as of November 15, 1991 between Farmland Hydro, Limited Partnership, whose address is c/o Farmland Industries, Inc., 3315 North Oak Trafficway, Kansas City, Missouri 64116, and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., for itself and as agent for and on behalf of certain other lenders, whose address is 245 Park Avenue, New York, New York 10167, and covering, among other things, all of Farmland Hydro, Limited Partnership's right, title and interest in and to inventory, accounts, rights to payment, contract rights, general intangibles, equipment, railroad locomotives, railroad cars and other railroad equipment, whether now owned or hereafter acquired.

Very truly yours,


Bradley J. Nielsen

BJN/plp
Enclosures

MKK03AF0.WP5

Interstate Commerce Commission
Washington, D.C. 20423

11/5/91

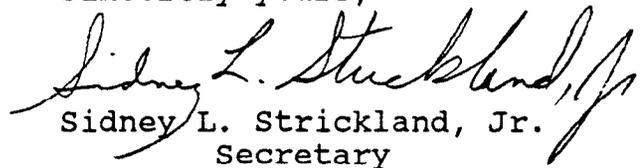
OFFICE OF THE SECRETARY

Bradley J. Nielsen
Faegre & Benson
2200 Northwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402-3901

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 11/15/91 at 2:25pm, and assigned recordation number(s). 17590

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

FAEGRE & BENSON

2200 NORWEST CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402-3901

612/336-3000
FACSIMILE 336-3026

November 18, 1991

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
12th Street Constitution Avenue Northwest
Washington, D.C. 20423

BY UPS OVERNIGHT

Re: **Filing No. 17590**

Dear Ms. Lee:

As you requested, I have enclosed Schedule C to the Pledge and Security Agreement that you filed as Document No. 17590. Please attach this schedule to the filed document. Thank you for your assistance in clearing up this matter.

Very truly yours,



Bradley J. Nielsen

BJN/plp
Enclosure

MKK03BDE.WP5

17590
REGISTRATION NO. _____ FILED 1425
NOV 15 1991 2:22 PM
INTERSTATE COMMERCE COMMISSION

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT is made as of November 15, 1991, by and between FARMLAND HYDRO, LIMITED PARTNERSHIP, a Delaware limited partnership, with its chief executive office at c/o Farmland Industries, Inc., 3315 North Oak Trafficway, Kansas City, Missouri 64116 (the "Debtor"), and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland", New York Branch, with an office at 245 Park Avenue, New York, New York 10167, for itself and as agent (the "Secured Party") for and on behalf of the banks and other lenders that are now or may hereafter become parties (the "Lenders") to the Credit Agreement of even date herewith (said Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, herein called the "Credit Agreement") among the Borrower, the Secured Party and such Lenders.

To induce the Lenders to make loans and extend credit from time to time to the Debtor, including (particularly but without limitation) under the Credit Agreement, the Debtor hereby agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby pledges and assigns to the Secured Party, and hereby grants to the Secured Party a security interest in (the "Security Interest"), all of the Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(a) All inventory in all of its forms, wherever located, now or hereafter existing, including (but not limited to) (i) all chemicals, phosphates, ammonia and fertilizer, and all raw materials and work in process, finished goods, and materials used or consumed in manufacture and production, stockpiles, spares, stores, fuel, supplies and other production materials, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignor), and (iii) goods which are returned to or repossessed by the Debtor, and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

(b) All accounts and other rights to payment of every type and description, contract rights, chattel paper, instruments, and general intangibles (including, without limitation, payment in kind certificates, rights to any

instruments, and general intangibles (including, without limitation, payment in kind certificates, rights to any government subsidy, set aside, diversion, deficiency or disaster payment, and payments in kind), now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the "Receivables", and any and all such leases, security agreements and other contracts being the "Related Contracts");

(c) All equipment of the Debtor, wherever located and whether now owned or hereafter acquired, including (but not limited to) all present and future machinery, vehicles, railroad locomotives, railroad cars and other railroad equipment (including specifically, but without limitation, those railroad locomotives, railroad cars and other railroad equipment listed in Schedule C hereto), other rolling stock, vessels, aircraft, furniture, manufacturing equipment, spares, replacements, supplies, parts and tools (the "Equipment");

(d) All warehouse receipts and other documents of title;

(e) All futures contracts and funds, margin accounts and other property relating to such contracts and accounts of any kind, including, without limitation, any balance credited to any margin account upon closing;

(f) All contract rights that the Debtor may now have or hereafter acquire under or with respect to the contracts described in Schedule B attached hereto and made a part hereof; all manufacturing, mining and other proprietary rights and information used or developed, acquired or licensed, including, without limitation, all (i) patents, patent rights, registered and unregistered copyrights, and applications for or registrations of any of the foregoing, (ii) licenses to manufacture, mine, use, or sell (or to sublicense the manufacture, mine, use or sale of) any property; (iii) trade secrets, processes, methods, manufacturing or refining procedures, designs, treatments, inventions, discoveries, improvements, formulae, know-how and applications of any of the foregoing, whether or not patentable; (iv) computer software and computer operating procedures and rights under licenses of either of the foregoing; and (v) rights against other persons with respect

to any of the foregoing; all claims and rights of the Debtor under contracts, rights to discounts, maintenance agreements, and leases for leased equipment or other personal property; to the extent permitted by law, any and all permits, licenses, approvals, consents, franchises and authorizations of administrative agencies and other governmental authorities granted to or obtained by the Debtor for or in connection with the ownership, use or operation of its manufacturing or mining businesses; and any and all other property used or intended for use at the Debtor's facilities, including, without limitation, telephone numbers and listings, maintenance and operations records, service agreements, warranties and guarantees, complete and current sets of plans, specifications and drawings relating to the Debtor's assets, environmental control records, blank forms, plots and surveys of any real property (whether owned or leased), files, books, records, manuals, lists, policies and procedures, and all information and records, whether or not reduced to physical form and wherever located;

(g) All cash, funds, assets, securities or other property now or at any time hereafter held in the Cash Collateral Account described and defined in Section 9 hereof (the "Cash Collateral Account"), together with all interest, dividends, income, earnings and other receipts derived therefrom or payable with respect thereto (hereinafter collectively referred to as the "Cash Collateral"); and

(h) All proceeds of any and all of the foregoing Collateral (including, but not limited to, proceeds which constitute property of the types described in clauses (a), through (g) of this Section 1) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

SECTION 2. Security for Obligations. This Agreement secures the payment of all obligations the Debtor may now or hereafter owe to the Secured Party or the Lenders evidenced by the notes now existing and hereafter issued under and pursuant to the Credit Agreement (such notes, whether now existing or hereafter issued referred to herein collectively as the "Notes"), and all renewals, extensions, replacements and modifications thereof and any Note issued in substitution or exchange therefor and all other indebtedness of the Debtor arising under the Credit Agreement (as amended, modified and supplemented from time to time) (all such obligations of the Debtor to the Secured Party or the Lenders referred to hereinafter collectively as the "Obligations").

SECTION 3. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Debtor represents and warrants that as of the date hereof:

(a) All of the Debtor's Inventory located in the United States ("Domestic Inventory") and Equipment is located at the places specified in Schedule A hereto. The chief place of business and chief executive office of the Debtor and the office where the Debtor keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, are located at the address first specified above for the Debtor. None of the Receivables is evidenced by a promissory note or other instrument.

(b) The Debtor has (or will have at the time the Debtor acquires rights in the Collateral hereafter acquired or arising) good title to each item of Collateral free and clear of all security interests, liens, encumbrances, leases and licenses, except the security interest created by this Agreement and those permitted by the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Secured Party relating to this Agreement. The Debtor will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Secured Party, except that, until the occurrence of an Event of Default and the revocation by the Secured Party of the Debtor's right to do so, the Debtor may sell any Inventory or excess or obsolete Equipment constituting the Collateral to buyers in the ordinary course of business. The Debtor does not conduct, and has never conducted, business under any trade names other than Farmland Hydro, Limited Partnership and Farmland Hydro, L.P.

(c) The Debtor has exclusive possession and control of the Inventory and Equipment except as previously disclosed to the Secured Party in writing.

(d) Each right to payment and each instrument, document, chattel paper and other agreement constituting evidence of Collateral is (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of the account debtor or other obligor named therein or in the Debtor's records pertaining thereto as being obligated to pay such obligation.

(e) This Agreement creates a valid security interest in the Collateral, securing the payment of the Obligations, and all filings and other actions necessary or desirable to render the Security Interest a perfected first priority security interest have been duly taken.

(f) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by the Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Debtor or (ii) for the perfection of or the exercise by the Secured Party of its rights and remedies hereunder, except for such financing statements as may be filed in favor of the Secured Party relating to this Agreement.

SECTION 5. Further Assurances. (a) The Debtor agrees that from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Debtor will: (i) if any Receivable shall be evidenced by a promissory note or other instrument, deliver and pledge to the Secured Party hereunder such note or instrument duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Party; and (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b) The Debtor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Debtor will keep accurate and complete records pertaining to the Collateral. The Debtor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(d) The Debtor will promptly notify the Secured Party of any loss or material damage to any Collateral or of any adverse change, known to the Debtor, in the prospect of payment of any sums due on or under any instrument, chattel paper, account or Receivable constituting Collateral.

SECTION 6. As to Inventory and Equipment. The Debtor shall:

(a) Keep the Domestic Inventory and Equipment (other than Inventory sold in the ordinary course of business) at the places therefor specified in Section 4(a) hereof or, upon 30 days' prior written notice to the Secured Party, at such other places in jurisdictions where all action required by Section 5 hereof shall have been taken with respect to the Inventory.

(b) Pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Inventory and Equipment except to the extent the validity thereof is being contested in good faith.

(c) Keep all Equipment and other tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.

SECTION 7. Insurance. (a) The Debtor shall, at its own expense, maintain insurance with respect to the Inventory and Equipment in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to the Secured Party from time to time. Each policy for (i) liability insurance shall provide for all losses to be paid on behalf of the Secured Party and the Debtor as their respective interests

may appear and (ii) property damage insurance shall provide for all losses to be paid directly to the Secured Party, which shall make such proceeds available to the Debtor for replacement of Equipment so long as (A) no Event of Default has occurred and is continuing hereunder and (B) in the event of a loss of the nature described in paragraph 9(f) of the Mortgage (defined in the Credit Agreement), insurance proceeds under such paragraph 9(f) would be made available to the Debtor. Each such policy shall in addition (I) name the Debtor and the Secured Party as insured parties thereunder (without any representation or warranty by or obligation upon the Secured Party) as their interests may appear, (II) contain the agreement by the insurer that any loss thereunder shall be payable to the Secured Party notwithstanding any action, inaction or breach of representation or warranty by the Debtor, (III) provide that there shall be no recourse against the Secured Party for payment of premiums or other amounts with respect thereto and (IV) provide that at least thirty days' prior written notice of cancellation or of lapse shall be given to the Secured Party by the insurer. The Debtor shall, if so requested by the Secured Party, deliver to the Secured Party original or copies of policies of such insurance and, as often as the Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance. Further, the Debtor shall, at the request of the Secured Party, duly execute and deliver instruments of assignment of such insurance policies to comply with the requirements of Section 5 hereof and use its best efforts to cause the respective insurers to acknowledge notice of such assignment.

(b) Reimbursement under any liability insurance maintained by the Debtor pursuant to this Section 7 hereof may be paid directly to the person who shall have incurred liability covered by such insurance. In case of any loss involving damage to Inventory or Farm Products when subsection (c) of this Section 7 is not applicable, the Debtor shall make or cause to be made the necessary replacements of such Inventory or Farm Products, and any proceeds of insurance maintained by the Debtor pursuant to this Section 7 shall be paid to the Debtor as reimbursement for the costs of such replacements.

(c) Upon (i) the occurrence and during the continuance of any Event of Default, or (ii) the actual or constructive total loss of any Inventory or Farm Products or Equipment, all insurance payments in respect of the same shall be paid to and applied by the Secured Party as specified in Section 14(b) hereof.

SECTION 8. As to Receivables. (a) The Debtor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, at the location therefor specified in Section 4(a)

hereof or, upon 30 days' prior written notice to the Secured Party, at such other locations in a jurisdiction where all action required by Section 5 hereof shall have been taken with respect to the Receivables. The Debtor will hold and preserve such records and chattel paper and will permit representatives of the Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper.

(b) Except as otherwise provided in this subsection (b), the Debtor shall continue to collect, at its own expense, all amounts due or to become due the Debtor under the Receivables. In connection with such collections, the Debtor may take (and, at the Secured Party's reasonable direction, shall take) such action as the Debtor or the Secured Party may reasonably deem necessary or advisable to enforce collection of the Receivables; provided, however, that the Secured Party shall have the right at any time, upon the occurrence and during the continuance of an Event of Default to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to the Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Secured Party and, upon such notification and at the expense of the Debtor, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done. After receipt by the Debtor of the notice from the Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by the Debtor in respect of the Receivables shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary indorsement) to be held as cash collateral and either (A) released to the Debtor so long as no Event of Default shall have occurred and be continuing or (B) if any Event of Default shall have occurred and be continuing, applied as provided by Section 14(b) hereof, and (ii) the Debtor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

(c) The Debtor will neither agree to any material modification or amendment nor agree to any cancellation of any obligation evidencing a Receivable without the Secured Party's prior written consent, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

SECTION 9. As to the Cash Collateral Account. (a) The Cash Collateral Account shall be maintained by the Secured Party or by any of its agents acting as investment, deposit and

perfection agent for and on behalf of the Secured Party. The Cash Collateral Account shall be designated with reference to the Debtor (as a cash collateral account), but shall be under the sole dominion and control of the Secured Party. Each and every payment by the Debtor pursuant to Section 3.05 of the Credit Agreement shall be deemed a deposit to the Cash Collateral Account and shall be held by the Secured Party as Cash Collateral pursuant to the terms and conditions of this Agreement and the Credit Agreement, whether or not such Cash Collateral is held as cash or is otherwise invested in and held as Collateral Securities pursuant hereto.

(b) If requested by the Debtor and subject to the right of the Secured Party to withdraw funds from the Cash Collateral Account for payment of Obligations as provided in the Credit Agreement, the Secured Party will, from time to time, upon request of the Debtor, invest Cash Collateral from time to time held in the Cash Collateral Account, reinvest proceeds of any such investments which may mature or be sold, and invest interest or other income received from any such investments, in such Eligible Securities (as hereinafter defined) as the Debtor may select and give notice thereof to the Secured Party. Eligible Securities from time to time purchased and held pursuant to this Section 9 shall be referred to as "Collateral Securities" and shall, for purposes of this Agreement, constitute part of the deposits, funds, assets and property held in the Cash Collateral Account in amounts equal to their respective fair market values as of the date of determination. All Cash Collateral, including Cash Collateral from time to time invested in Collateral Securities, shall be deemed deposited and held by the Secured Party in pledge, in the Cash Collateral Account, regardless of the actual physical location of any thereof.

(c) "Eligible Securities" means (A) direct obligations of, and obligations fully guaranteed as to principal and interest by, the United States of America, or any agency thereof, having a maturity of 90 days or less and agreements with commercial banks to repurchase such obligations; (B) certificates of deposit or time deposits having a maturity of 90 days or less issued by the Secured Party or members of the Federal Reserve System having deposits in excess of \$500,000,000; (C) commercial paper rated at least "A1" or better by Standard & Poor's Corporation or "prime-1" or better by Moody's Investors Service, Inc. or split-rated commercial paper where at least one of the ratings is at least "A1" or "prime-1"; (D) Repurchase Agreements as defined in Section 6.02(c)(i) of the Credit Agreement and (E) such other short term debt instruments as the Debtor may designate and the Secured Party may approve in the exercise of Secured Party's sole discretion.

(d) The Secured Party, at any time or from time to time after Cash Collateral is deposited in the Cash Collateral

Account or invested in Collateral Securities, after selling, if necessary, any Collateral Securities, may apply funds then held in the Cash Collateral Account for payment of Obligations in accordance with Section 3.05 of the Credit Agreement or, upon default, in accordance with Section 14 hereof.

(e) Neither the Debtor nor any person or entity claiming on behalf of or through the Debtor shall have any right to withdraw any funds held in the Cash Collateral Account. Notwithstanding the foregoing, so long as no Event of Default or event which notice having been given, with the passage of time would constitute an Event of Default, shall have occurred and is continuing hereunder, the Secured Party shall withdraw from the Cash Collateral Account and return to the Debtor Cash Collateral (and liquidate Collateral Securities, as requested by the Debtor) under the following circumstances:

(i) All interest, earnings and other realized returns from the investment of Cash Collateral, including any such returns from Collateral Securities, shall be withdrawn from the Cash Collateral Account by the Secured Party on the 10th day of each month and credited to the Debtor's demand deposit account maintained with the Secured Party or distributed in such other manner as the Secured Party and the Debtor may from time to time agree.

(ii) If at any time the aggregate value of the Cash Collateral in the Cash Collateral Account (including the fair market value of any Collateral Securities) shall exceed the Maximum Cash Collateral Requirement (as defined below), the Secured Party, upon request of the Debtor, shall withdraw from the Cash Collateral Account the difference between the amount then on deposit and the Maximum Cash Collateral Requirement and credit the same to the Debtor's demand deposit account maintained with the Secured Party or distribute the same in such other manner as the Secured Party and the Debtor may from time to time agree. The "Maximum Cash Collateral Requirement" shall equal the lesser of (A) \$22,000,000 and (B) 20% of the then aggregate outstanding principal balance of the Term Loans (as defined in the Credit Agreement) plus one year's interest on all Obligations, as estimated by the Secured Party assuming that all Advances (as defined in the Credit Agreement) and Term Loans (excluding the Tranche B Term Loan if the same has not been funded and the Debtor has waived any future right to obtain proceeds of the Tranche B Term Loan) are fully funded during such one year period.

(iii) If deposits have been made to the Cash Collateral Account as a result of drawings under the Credit Enhancements (as defined in the Credit Agreement) in accordance with the provisions of Section 3.05 of the Credit

Agreement, the Secured Party shall withdraw from the Cash Collateral Account and credit to the Debtor's demand deposit account maintained with the Secured Party funds equal to the amount by which the Credit Enhancements have been reinstated (pursuant to documentation acceptable to the Secured Party) in accordance with such Section 3.05.

(f) The Debtor will not attempt to (i) sell or otherwise dispose of any deposits, funds, assets or property or Collateral Securities held in the Cash Collateral Account, or (ii) create or permit to exist any lien, security interest or other charge or encumbrance upon or with respect to the Cash Collateral Account or any funds held therein.

(g) The Secured Party shall exercise reasonable care in the custody and preservation of any Cash Collateral (including Collateral Securities) held in the Cash Collateral Account, it being understood that the Secured Party shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any such funds.

(h) Upon request of the Debtor, but not more often than monthly, the Secured Party will provide the Debtor with a statement setting forth the deposits, funds, assets, property and investments held in the Cash Collateral Account, investment income attributable thereto and withdrawals from and deposits to the Cash Collateral Account during the period covered by such statement. With respect to all securities constituting Collateral Securities or the proceeds thereof, the Debtor shall have the right to exercise all rights of a registered holder or absolute owner of such Collateral until the occurrence of an Event of Default specified in Section 14 hereof.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

SECTION 10. Transfers and Other Liens. The Debtor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except Inventory and obsolete or excess Equipment in the ordinary course of business.

SECTION 11. Secured Party Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Secured Party the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Secured Party or otherwise, from time to time in the Secured Party's discretion, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement

(subject to the rights of the Debtor under Section 8 hereof), including, without limitation:

(a) to obtain and adjust insurance required to be paid to the Secured Party pursuant to Section 7 hereof,

(b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(c) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above, and

(d) to file any claims or take any action or institute any proceedings which the Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral.

SECTION 12. Secured Party May Perform. If the Debtor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor under Section 15(b) hereof.

SECTION 13. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers for the benefit of the Debtor. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 14. Events of Default and Remedies. (a) Each of the following shall constitute and event of default under this Agreement (each, an "Event of Default"):

(i) an Event of Default shall occur and be continuing under the Credit Agreement; or

(ii) any representation or warranty by the Debtor set forth in this Agreement or made to the Secured Party or any Lender in any report submitted to the Secured Party or any Lender by or on behalf of the Debtor shall prove materially false or misleading or shall be breached; or

(iii) any failure by the Debtor to perform or observe any covenant or agreement contained in this Agreement and the continuance of such failure unremedied for 30 calendar days after written notice thereof shall have been given by the Secured Party to the Debtor.

(b) If any Event of Default shall have occurred and be continuing:

(i) The Secured Party may exercise any and all of its rights and remedies under the Credit Agreement.

(ii) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as adopted in the State in which this Agreement is being enforced (the "Code") (whether or not the Code applies to the affected Collateral) and also may (A) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties and (B) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Secured Party shall have the right (if necessary) to offer and sell privately any portion of the Collateral constituting securities to purchasers who will agree to take the Collateral for investment and not with a view to distribution (if necessary) and who will agree to the imposition of restrictive legends on the certificates representing the Collateral (if necessary), and the right to arrange for a sale which would otherwise qualify as exempt from registration under the Securities Act of 1933.

(iii) All Cash Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the reasonable discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Secured Party pursuant to Section 15 hereof) in whole or in part by the Secured Party against, all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

(iv) The Secured Party may exercise or enforce any or all other rights or remedies available to the Secured Party by law or agreement against the Debtor, against the Collateral, or against any other person or property. The Secured Party is hereby granted a nonexclusive, worldwide and royalty-free license to use or otherwise exploit all trademarks, trade secrets, franchises, copyrights and patents of the Debtor that Secured Party deems necessary or appropriate to the disposition of any Collateral, excepting, however, the names "Farmland", "Norsk Hydro" or "Farmland Hydro", which shall not be used by the Secured Party.

SECTION 15. Expenses. The Debtor will upon demand pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereof.

SECTION 16. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of payment in full of the Obligations or the termination of the Lenders' obligations to make loans or extend credit to the Debtor, (b) be binding upon the Debtor, its successors and assigns and (c) inure to the benefit of and be binding on the Secured Party and the Lenders and their successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Secured Party and the Lenders, subject and pursuant to the Credit Agreement, may assign or otherwise transfer their rights and obligations under or with respect to this Agreement, the Credit Agreement, the Notes or any related documents or agreements, and such other person or entity

shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise. Upon the later of the payment in full of the Obligations or the termination of the Lenders' obligations to make loans or extend credit to the Debtor, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination, the Secured Party will, at the Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

SECTION 17. Governing Law; Terms. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Florida are used herein as therein defined.

SECTION 18. Miscellaneous. (a) This Agreement does not contemplate a sale of accounts or chattel paper.

(b) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest granted hereby can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies.

(c) All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(d) All notices to be given hereunder shall be deemed sufficiently given if delivered or mailed in accordance with the notice provisions set forth in the Credit Agreement. Except as otherwise provided herein, the Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if the Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and the Secured Party need not otherwise preserve, protect, insure or care for any Collateral. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

(g) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(h) All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

SECTION 19. Designation of Co-Agent. If required by Section 660.41, Florida Statutes, NCNB National Bank of Florida, and its successors in interest ("NCNB") is hereby named as co-collateral agent hereunder and, before the Secured Party exercises any of its powers or duties or acts in its capacity as agent for the Lenders under this Agreement within the State of Florida, it shall appoint NCNB as co-collateral agent by written instrument signed and acknowledged by the Secured Party, designating the duties and responsibilities of such co-collateral agent. Alternatively, if permitted by Section 660.41, Secured Party may elect to either (a) execute an assignment transferring its interest as agent hereunder to all Lenders (including itself) to whom the Indebtedness secured by this Agreement is owed, whereupon all such Lenders shall act jointly in exercising the powers and duties granted to the Secured Party hereunder and the Secured Party shall thereafter not act in any agency capacity hereunder or (b) designate an alternate co-collateral agent, otherwise qualified under Section 660.41, by written instrument signed and acknowledged by the Secured Party, designating the duties and responsibilities of such alternative co-collateral agent.

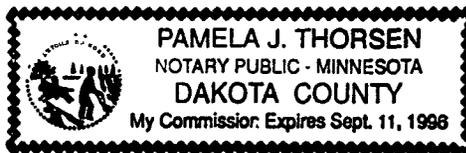
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STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 14th day of November, 1991 before me personally appeared Larry Sidwell, to me personally known, who being by me duly sworn, says that he is the Vice President of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, that said instrument was signed on behalf of said bank by authority of the Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Pamela J. Thorsen
Notary Public

My commission expires 9/11/96



STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 13th day of November, 1991 before me personally appeared Fredrick E. Wagner, to me personally known, who being by me duly sworn, says that he is the Sr. V.P. of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, that said instrument was signed on behalf of said bank by authority of the Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GUILLERMO G. BILBAO
Notary Public, State of New York
No. 31-4970856
Qualified in Westchester County
Commission Expires _____, 19____

[Signature]
Notary Public

My commission expires August 20, 1992



SCHEDULE A
TO
PLEDGE AND SECURITY AGREEMENT

Locations of Domestic Inventory and Equipment:

1. Green Bay Facility
Highway 640
P.O. Box 960
Bartow, Florida

2. East Terminal
3701 Causeway Boulevard
Tampa, Florida 33675

SCHEDULE B
TO
PLEDGE AND SECURITY AGREEMENT

Management Services Agreement between the Debtor and Farmland Industries, Inc. ("Farmland")

Marketing Agreement between the Debtor and Norsk Hydro a.s ("Norsk Hydro")

Ammonia Supply Agreement between the Debtor and Norsk Hydro

Ancillary Agreement among the Debtor, Farmland and Norsk Hydro

License Agreement among Farmland, Norsk Hydro, Farmland Hydro, Inc. and the Debtor

Terminal and Pipeline Throughput Agreement between the Debtor and Hydro Agri Ammonia, Inc.

MKK039D8.WP5

SCHEDULE C
TO
PLEDGE AND SECURITY AGREEMENT

The railroad locomotives, railroad cars and other railroad equipment subject to this pledge and Security Agreement includes (without limitation) the following:

<u>Type</u>	<u>A.A.R. Mechanical Designation (if any)</u>	<u>Identifying Marks (if any)</u>	<u>Serial Number</u>
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2521
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2522
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2523
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2524
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2525
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2526
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2527
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2528
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2529
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2530
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2531
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2532
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2533
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2534
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2535
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2537
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2538
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2539
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2540
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2541
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2542
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2543
12,500 gallon Rubber Lined	T104 (DOT 111A100W1)	FLIX	2544

		A.A.R.		
		Mechanical	Identifying	Serial
<u>Type</u>		<u>Designation (if any)</u>	<u>Marks (if any)</u>	<u>Number</u>
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6600
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6601
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6602
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6603
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6604
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6605
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6606
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6607
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6608
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6609
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6610
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6611
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6612
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6613
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6614
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6615
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6616
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6617
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6618
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6619
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6620
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6621
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6622
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6623
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6624
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6625
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6626
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6627
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6628
70	Ton - Rotary Coupler	"Port Dump"		

		A.A.R.		
<u>Type</u>		<u>Mechanical</u>	<u>Identifying</u>	<u>Serial</u>
		<u>Designation (if any)</u>	<u>Marks (if any)</u>	<u>Number</u>
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6629
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6630
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6631
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6632
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6633
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6634
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6635
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6636
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6637
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6638
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6639
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6640
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6641
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6642
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6643
70	Ton - Rotary Coupler	"Port Dump"		
1900	Cu.Ft.	C121 Covered Hopper	FLIX	6644
70	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7700
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7701
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7702
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7703
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7704
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7705
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7706
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7707
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7708
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7709
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7710
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7711
100	Ton - Rotary Coupler	"Port Dump"		

		A.A.R.		
<u>Type</u>		<u>Mechanical</u>	<u>Identifying</u>	<u>Serial</u>
		<u>Designation (if any)</u>	<u>Marks (if any)</u>	<u>Number</u>
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7712
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7713
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7714
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7715
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7716
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7717
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7718
100	Ton - Rotary Coupler	"Port Dump"		
2600	Cu.Ft.	C121 Covered Hopper	FLIX	7719
100	Ton - Rotary Coupler	"Port Dump"		