

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): 7983-A

1. Debtor(s) (Last Name First) and address(es)

Lincoln Industries, Inc.  
P. O. Box 80269  
Lincoln, NE 68501

2. Secured Party(ies) and address(es)

First National Bank & Trust Co.  
Of Lincoln  
P. O. Box 81008  
Lincoln, NE

For Filing Officer (Date, Time and Filing Office)

RECORDATION NO. 7983-A Filed & Recorded

APR 21 1977 - 1 15 PM

4. This statement refers to original Financing Statement bearing File No. 7983

Filed with Interstate Commerce Comm. Date Filed 10 a.m. 7-7 19 75

INTERSTATE COMMERCE COMMISSION

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Fourth National Bank & Trust Company of Wichita, Kansas.

Debra H. Dragon  
 GENERAL NOTARIAL  
 STATE OF NEBRASKA  
 COMMISSION EXPIRES  
 September 27, 1978

Sworn to before me and subscribed in my presence this 29th Day of March, 1977.  
My Commission expires September 27, 1978.

No. of additional Sheets presented:

LINCOLN INDUSTRIES, INC.

FIRST NATIONAL BANK & TRUST CO. OF LINCOLN

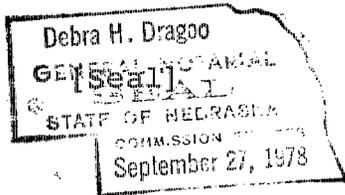
by: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

by: *David L. Patrick*  
Signature(s) of Secured Party(ies)  
David L. Patrick, Executive Vice Pres.

STATE OF NEBRASKA        )  
                                  )  
COUNTY OF LANCASTER    )

SS:

On this 29th day of March, 1977, before me personally appeared David L. Patrick, to me personally known, who being by me duly sworn, says that he is Executive Vice President of FIRST NATIONAL BANK AND TRUST COMPANY OF LINCOLN, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Debra H. Drago

My commission expires Sept. 27, 1978

REASSIGNMENT

FOR VALUE RECEIVED, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED CORPORATION HEREBY SELLS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS UNTO THE FOURTH NATIONAL BANK & TRUST COMPANY OF WICHITA, KANSAS, ALL OF ITS RIGHT, TITLE, AND INTEREST WITHOUT RESERVATION, IN AND TO THE ABOVE DESCRIBED ASSIGNMENT OF LEASE DATED JUNE 30, 1975, AND TO ALL MONIES DUE OR TO BECOME DUE THEREUNDER.

ATTEST:

BY:

C. R. Lamo

FIRST NATIONAL BANK & TRUST COMPANY  
OF LINCOLN

BY:

David B. Patrick

LEASE

This Lease entered into this 30<sup>th</sup> day of June, 1975, between Lincoln Industries, Inc., a Kansas corporation, hereinafter referred to as "Lessor" and Lincoln Grain, Inc., a Kansas corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessor has purchased forty (40) hopper cars, more fully described below, for the purpose of leasing said cars, and

WHEREAS, Lessee will make said hopper cars available to railroad companies and other companies for a consideration in connection with shipments of grain or other products.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor hereby agrees to lease to Lessee for releasing the forty (40) hopper cars on the following terms and conditions:

1. Term of Lease: This lease is for a term of ten (10) years and shall automatically be renewed annually thereafter unless Lessee gives to Lessor thirty (30) days written notice prior to the termination of any subsequent lease term.
2. Property Leased: Forty (40), 4,650 cubic feet capacity, covered hopper cars with triple compartment construction. The hopper cars shall carry serial numbers LGIX 275 thru 314.
3. Lease Payments: Lessee hereby agrees to pay to Lessor Three Hundred Fifty Dollars (\$350.00) per month, per car during the first five (5) years of the lease term and thereafter agrees to pay Three Hundred Twenty-five Dollars (\$325.00) per month per car during the remaining lease term and any annual renewals thereafter. Lessee's obligation hereunder shall commence upon delivery to Lessee of the hopper cars at Huntington, West Virginia. Lease payments shall be made quarterly on June 30th, September 30th, December 31st and March 31st of each year during the term of this lease.
4. Mileage Reimbursement: All mileage reimbursement paid by any railroads for use of the hopper cars shall be paid to Lessee.
5. Expenses: Lessee and Lessor hereby agree that the Lease Payments made in paragraph 3 above, are on a net, net, net basis and that Lessee shall pay all costs and expenses of said hopper cars including but not limited to all taxes, maintenance and repair and insurance costs, etc.
6. Modification: This Lease cannot be varied or altered in any respect except by written agreement by the parties hereto.
7. Assignability: Lessee may not assign this lease without the prior consent of Lessor. Lessor may assign its interest in this lease by giving of notice to Lessee of the name of the new leaseholder.
8. Binding of Parties: This lease shall be binding upon and inure to the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Attest:

Richard Scott  
Secretary

LINCOLN INDUSTRIES, INC.

By George A. Lincoln  
George A. Lincoln

Attest:

Richard Scott  
Secretary

LINCOLN GRAIN, INC.

By George A. Lincoln  
George A. Lincoln

Interstate Commerce Commission  
Washington, D.C. 20423

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Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and one counterpart of an Assignment executed on March 29, 1977.

The attached Assignment pertains to a Financing Statement & Security Agreement executed on June 30, 1975 which was recorded at 10:00 a.m. on July 7, 1975 and assigned Recordation Number 7983.

A general description of the railroad equipment covered by the attached assignment is:

Forty (40) ACF 100-ton covered hopper cars, LGIX 275 through LGIX 314, both inclusive

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

Assignor: First National Bank and Trust Company  
of Lincoln  
P. O. Box 81008  
Lincoln, Nebraska 68501

Assignee: Fourth National Bank and Trust  
Company, Wichita  
P. O. Box 1090  
Wichita, Kansas 67201

The undersigned is the Assignor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original of the Assignment to Fourth National Bank and Trust Company, Wichita, P.O. Box 1090, Wichita, Kansas 67201.

*Christy J. Kamm*

Interstate Commerce Commission  
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Also enclosed is a check in the amount of \$10.00  
covering the required recording fee.

Very truly yours,

FIRST NATIONAL BANK AND TRUST COMPANY  
OF LINCOLN

By David E. Patrick  
Its Executive Vice President  
ASSIGNOR AS AFORESAID

Enclosures