LINDELL BANK & TRUST COMPANY

The Bank of Personal Service

Member FDIC

6900 CLAYTON AVENUE
314 / 645-7700

2745 NO. GRAND BLVD.
314 / 652-6600

3921 HAMPTON AVENUE
314 / 752-3400

Reply to:
P.O. BOX 211
ST. LOUIS, MO
63166-0211

RECORDATION NO. 17924-E FILED 1425
MAY 20 1995 -2 55 PM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
MAY 26 2 48 PM '95
LICENSING BRANCH

May 19, 1995

Interstate Commerce Commission
Attn: Janice Fort
12th & Constitutional Avenue N.W.
Room 2311
Washington, D.C. 20423

Re: Southern Illinois Railcar

Dear Ms. Fort:

I am sending you the following documents pertaining to our authorization for you to execute a PARTIAL Release of our filing dated August 25, 1992 Recordation No. 17924:

- Copy of Note and Security Agreement with the cars to be released highlighted - 2 copies - $21.00
- Copy of the letter from Southern Illinois Railcar requesting a release of the cars. - 2 copies.
- Check for $21.00 covering the cost of recording.

Please acknowledge receipt of these documents by signing the enclosed copy of this letter and returning it to me in the envelope provided, along with the recording information for this filing.

Thank you for your assistance in this filing. If you have any questions or require additional information, please call me at (314) 645-7700.

Sincerely,

James C. Seitz
Executive Vice President

JCS/ck
Enclosures

Receipt of this letter is hereby acknowledged and its contents accepted.

By:_____

Date:_____

10924-E

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	
SOUTHERN ILLINOIS RAILCAR COMPANY 120 W. MARKET, P.O. BOX 288 TROY, IL 62294	LINDELL BANK & TRUST COMPANY 6900 CLAYTON AVENUE ST. LOUIS, MO 63139	Loan Number Date AUGUST 17, 1992 Maturity Date NOVEMBER 17, 1997 Loan Amount $ 250,000.00 Renewal Of

RECORDATION NO. 17924 FILED 1425
MAY 20 1995 9 55 AM
INTERSTATE COMMERCE COMMISSION

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of TWO HUNDRED FIFTY THOUSAND AND NO/100********** Dollars $ 250,000.00

XX **Single Advance:** I will receive all of this principal sum on AUGUST 17, 1992. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

RECORDATION NO. 17924-B FILED 1425
AUG 25 1992 9 32 AM
INTERSTATE COMMERCE COMMISSION

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from AUGUST 17, 1992 at the rate of 8.25 % per year until AUGUST 17, 1992.

XX **Variable Rate:** This rate may then change as stated below.

XX **Index Rate:** The future rate will be 2.25% OVER the following index rate: THE FROM TIME TO TIME HIGHER PRIME RATE AS PUBLISHED IN THE MIDWEST EDITION OF THE WALLSTREET JOURNAL.

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

XX **Frequency and Timing:** The rate on this note may change as often as DAILY.
A change in the interest rate will take effect ON THE SAME DAY.

XX **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than 8.00 %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
XX The amount of each scheduled payment will change. XX The amount of the final payment will change.
☐ _____

ACCRUAL METHOD: *Interest will be calculated on a* ACTUAL/360 *basis.*

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
XX on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____.

☐ **LATE CHARGE:** If a payment is made more than _____ days after it is due, I agree to pay a late charge of _____.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

XX **Interest:** I agree to pay accrued interest ON DEMAND, BUT IF NO DEMAND IS MADE THEN MONTHLY BEGINNING SEPTEMBER 17, 1992 and on NOVEMBER 17, 1997

XX **Principal:** I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE THEN $4,166.67 MONTHLY BEGINNING DECEMBER 17, 1992, BALANCE DUE NOVEMBER 17, 1997

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

☐ **Unpaid Interest:** If checked, then any accrued interest not paid when due (whether due by reason of a schedule of payments or due because of Lender's demand) will become part of the principal thereafter, and will bear interest at the interest rate in effect from time to time as provided for in this agreement.

ADDITIONAL TERMS:

SECURITY AGREEMENT DATED AUGUST 17, 1992 COVERING 59 GENERAL AMERICAN AIRSLIDE COVERED HOPPERS.

PERSONAL GUARANTY OF FRED L. AND EUGENIA M. PARSONS DATED AUGUST 17, 1992

PURPOSE: The purpose of this loan is BUSINESS: PURCHASE RAILCARS.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Signature for Lender

SOUTHERN ILLINOIS RAILCAR COMPANY

X _____ BY: _____

JAMES C. SEITZ, EXECUTIVE VICE PRESIDENT FRED L. PARSONS, PRESIDENT

NOTARY: SIGNED AND SWORN TO BEFORE ME THIS 17th DAY OF AUGUST, 1992.

Margaret D. Brielmaier
NOTARY PUBLIC

BB

DEBTOR'S NAME, ADDRESS AND SSN OR TIN ("I" means each Debtor who signs.)	SECURED PARTY'S NAME AND ADDRESS ("You" means the Secured Party, its successors and assigns.)
SOUTHERN ILLINOIS RAILCAR COMPANY 120 W. MARKET, P.O. BOX 288 TROY, IL 62294	LINDELL BANK & TRUST COMPANY 6900 CLAYTON AVENUE ST. LOUIS, MO 63139

RECORDATION NO. 17924 FILED

AUG 25 1992 9 30 AM

INTERSTATE COMMERCE COMMISSION

I am entering into this security agreement with you on AUGUST 17, 1992 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☐ I ☒ (name) SOUTHERN ILLINOIS RAILCAR COMPANY owe(s) to you now or in the future:

(Check one below):

☒ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): ONE NEGOTIABLE PROMISSORY NOTE DATED AUGUST 17, 1992 IN THE AMOUNT OF $250,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☐ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or scheduled which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:**

SEE ATTACHED SCHEDULE "A"

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☒ corporation ☐ _____

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

The property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ reasons.

LINDELL BANK & TRUST COMPANY
(Secured Party's Name)

By: James C. Seitz
JAMES C. SEITZ

Title: EXECUTIVE VICE PRESIDENT

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

SOUTHERN ILLINOIS RAILCAR COMPANY
(Debtor's Name)

By: Fred L. Parsons
FRED L. PARSONS

Title: PRESIDENT

NOTARY: SIGNED AND SWORN TO BEOFRE ME THIS 17th DAY OF AUGUST, 1992.

Margaret S. Briedmaier
NOTARY PUBLIC

© 1986, 1990 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) SEC

.ll Cars now have SIRX prefix

SCHEDULE "A"

	CPTY	UMLER LEDGER VALUE	BLTDTE	MFG	MLG RATE	FORMER LESSEE
9301	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9302	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9303	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9304	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9305	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9306	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9307	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9308	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9309	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	RAIL LEASE
9310	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9311	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9313	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9314	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9315	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9316	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	RAIL LEASE
9317	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9318	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9319	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9321	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9322	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9323	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9324	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9325	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	RAIL LEASE
9326	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9328	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9329	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9330	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9331	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9332	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9333	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	RAIL LEASE
9334	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9335	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9336	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9338	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	SOO LINE
9339	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9340	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9341	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9342	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9343	2,600	$14,279	01/68	GENERAL AMERICAN	0.218	RAIL LEASE
9344	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9345	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE
9346	2,600	$14,279	07/68	GENERAL AMERICAN	0.218	SOO LINE

UNIT #	LOCATION		PRICE
202015	VARIOUS	FL	$2,700.00
2250	VARIOUS	FL	$2,700.00
2593	VARIOUS	FL	$2,700.00
2552	VARIOUS	FL	$2,700.00
830051	VARIOUS	FL	$2,700.00
202039	VARIOUS	FL	$2,700.00
201147	VARIOUS	FL	$2,700.00
202025	VARIOUS	FL	$2,700.00
2380	VARIOUS	FL	$2,700.00

UNIT #	LOCATION		PRICE
201024	VARIOUS	FL	$2,700.00
202113	VARIOUS	FL	$2,700.00
38880	VARIOUS	FL	$2,700.00
201087	VARIOUS	FL	$2,700.00
201058	VARIOUS	FL	$2,700.00
5554	VARIOUS	FL	$2,700.00
201063	VARIOUS	FL	$2,700.00
201040	VARIOUS	FL	$2,700.00

outhern
llinois
ailcar Co.

One Mark Twain Plaza, Suite #225
Edwardsville, IL 62025-1959

Fred L. Parsons
President
(618) 656-2200
FAX (618) 656-2369

17924-E

December 23, 1994

Mr. Jim Seitz, Exec. V.P.
Lindell Bank & Trust Co.
6900 Clayton Avenue
St. Louis, MO 63139

Dear Jim,

Persuant to our conversation related to Lindell Bank releasing twelve (12) railcars which you currently have a lien, I have listed below the initials and numbers for the release letter to the ICC and State of Illinois for the UCC.

RUSX	9332	RUSX	9334
CO	2593	CSXT	201063
BO	830051	SBD	201024
RUSX	9301	RUSX	9317
RUSX	9341	RUSX	9322
RUSX	9330	RUSX	9335

Thank you for your cooperation regarding the release of these cars.

Best regards and Happy Holidays,

Gary J. Goodman
VP & Controller