

RECORDATION NO. 23389 FILED

FEB 26 '01 3-59 PM
TS
SURFACE TRANSPORTATION BOARD

Bank of Blue Valley
11935 Riley
Overland Park, KS 66213
(913) 338-1000



February 15, 2001

Taledia M. Stokes
Equipment Recordation Office
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RE: Security Agreement on Rail Cars
Bank of Blue Valley – Lender
The Baker Group – Borrower

Dear Ms. Stokes:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) is the following document:

An original copy of a Security Agreement dated February 15, 2001 – a primary document as defined in the Board's Rules for Recordation of Documents under 49 CFR § 1177. The names and addresses of the parties to this Security Agreement are:

Secured Party: Bank of Blue Valley
11935 Riley
Overland Park, KS 66213

Debtor: The Baker Group, LC
5250 W. 94th Terrace
Prairie Village, KS 66207

A full description of the railroad equipment covered by This Security Agreement is as follows:

Three hundred (300) 4,740-4,785 cubic foot, 100 ton, through hatch, gravity discharge, covered

Taledia M. Stokes
February 15, 2001
Page 2

hopper cars (reporting marks as listed in Exhibit A
of the Security Agreement).

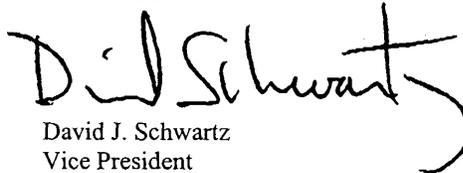
A short summary of the enclosed document to appear in the Commission's index
is:

Security Agreement dated February 15, 2001, between The Baker Group, LC /
Caldwell-Baker Company (debtor) and Bank of Blue Valley (secured party) covering three
hundred (300) 4,740-4,785 cubic foot, 100 ton, through hatch, gravity discharge, covered hopper
cars.

A recordation fee of \$~~26~~¹.00 is enclosed.

Please let me know if you need anything else.

Very truly yours,



David J. Schwartz
Vice President

Enclosures

THE BAKER GROUP, L.C. 5250 W 94TH TERRACE, SUITE 120 PRAIRIE VILLAGE, KS 66207	BANK OF BLUE VALLEY P. O. BOX 26128 OVERLAND PARK, KS 66225
DEBTOR'S NAME, ADDRESS AND SSN OR TIN 48-1134537 ("I" means each Debtor who signs.)	SECURED PARTY'S NAME AND ADDRESS ("You" means the Secured Party, its successors and assigns.)

THIS SECURITY AGREEMENT SHOULD NOT BE USED FOR CONSUMER TRANSACTIONS

I am entering into this security agreement with you on February 15, 2001 (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) THE BAKER GROUP, L.C.

(Check one below):
 Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ 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 schedule 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:
 300 ONE HUNDRED TON COVERED HOPPER RAILROAD CARS, PER ATTACHED EXHIBIT A.
 ASSIGNMENT OF REBTS ON THESE 300 RAILROAD CARS. IN THE EVENT OF DEFAULT BY DEBTOR, THE BAKER GROUP, L.C. SHALL BE PROVIDED WITH A WRITTEN NOTICE OF DEFAULT. DEBTOR SHALL BE ALLOWED THIRTY DAYS TO CURE THE DEFAULT DESCRIBED IN NOTICE.

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:

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 FEB 26 '01 3-59 PM
 SURFACE TRANSPORTATION BOARD

I am a(n) individual partnership corporation
 A LIMITED LIABILITY COMPANY
 If checked, file this agreement in the real estate records.

Record Owner (if not me): _____
 THE BAKER GROUP, L.C.
 (Debtor's Name)

The property will be used for agricultural personal business reasons:
 By: C. S. B. [Signature]

BANK OF BLUE VALLEY
 (Secured Party's Name)
 By: [Signature]
 DAVID J. SCHWARTZ

Title: VICE PRESIDENT

SECURITY AGREEMENT - NOT FOR CONSUMER TRANSACTIONS
 © 1986, 1990 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form SA-KS 5/26/92 (page 1 of 2)



February 15, 2001



The Surface Transportation Board
1925 K Street NW
Washington, DC 20423

RECORDATION NO. 23389 FILED

VIA OVERNIGHT MAIL

FEB 26 01 3-5 9 PM

RE: The Baker Group, L.C.

TS
SURFACE TRANSPORTATION BOARD

Dear Madame or Sir:

Please find enclosed two originals of a Security Agreement, dated February 15, 2001, whereby The Baker Group, L.C. pledges 300 one hundred ton covered hopper railroad cars to Bank of Blue Valley, with the Exhibit A attached.

It is requested that you record this document without delay. It would be appreciated if you would return one file stamped copy to the bank in the envelope provided.

Our check for \$27.00 to cover the filing fee is enclosed. Please contact me or Janetta Kendrick if you have any questions or need additional information.

Very truly yours,

David J. Schwartz
David J. Schwartz
Vice President

Mailing Address:
P.O. Box 26128
Overland Park, KS 66225-6128
www.BankBV.com

Overland Park:
11935 Riley
Overland Park, KS 66213
(913) 338-1000
FAX (913) 338-2801

Olathe:
1234 E. Santa Fe
Olathe, KS 66061
(913) 338-1000
FAX (913) 764-7051

Shawnee Price Chopper:
55th Street & K7 Highway
Shawnee, KS 66226
(913) 338-1000
FAX (913) 543-0003



GENERALLY - "You" means the Secured Party identified on page 1 of this agreement. "I," "me" and "my" means each person who signs this security agreement as Debtor and who agrees to give the property described in this agreement as security for the Secured Debts. All terms and duties under this agreement are joint and individual. No modification of this security agreement is effective unless made in writing and signed by you and me. This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. Time is of the essence in this agreement.

APPLICABLE LAW - I agree that this security agreement will be governed by the law of the state of Kansas. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the property is located.

To the extent permitted by law, the terms of this agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any provision of this agreement that does not comply with that law will not be effective. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the property, or to the extent this is a purchase money security interest I will acquire ownership of the property with the proceeds of the loan. I will defend it against any other claim. Your claim to the property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or statement you request, which deals with the property.

I will keep the property in my possession and will keep it in good repair and use it only for the purposes described on page 1 of this agreement. I will not lease, sell, gift, or otherwise dispose of the property without your written permission. I represent that I am the original owner of the property and, if not, that I have provided you with a list of prior owners of the property.

I will keep the property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states. I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent (1) a beneficial interest in the debtor is sold or transferred or (2) there is a change in either the identity or number of members of a partnership or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

LIMITATIONS - This agreement will not secure a debt described in the section entitled "Secured Debts" on page 1:

- 1) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- 2) if this security interest is in my principal dwelling and you fail to provide to all persons entitled any notice of right of rescission required by law for such other debt;
- 3) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- 4) if this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or
- 5) if this security interest is unenforceable by law with respect to that debt.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order collected by you. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

AUTHORITY OF SECURED PARTY TO MAKE ADVANCES AND PERFORM FOR DEBTOR - I agree to pay you on demand any sums you advanced on my behalf including, but not limited to, expenses incurred in collecting, insuring, conserving, or protecting the property or in any inventories, audits, inspections or other examinations by you in respect to the property. If I fail to pay such sums, you may do so for me, adding the amount paid to the other amounts secured by this agreement. All such sums will be due on demand and will bear interest at the highest rate provided in any agreement, note or other instrument evidencing the Secured Debt(s) and permitted by law at the time of the advance.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. I understand that this authorization includes, but is not limited to, permission to: (1) prepare, file, and sign my name to any necessary reports or accountings; (2) notify any account debtor of your interest in this property and tell the account debtor to make the payments to you or someone else you name, rather than me; (3) place on any chattel paper a note indicating your interest in the property; (4) compromise, settle, and handle any suits or other proceedings involving the collateral; (5) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or enforcing it in my name; and (6) make an entry on my books and records showing the existence of the security agreement. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

INSURANCE - I agree to buy insurance on the property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require initial security if you agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insured will insure the property released from this agreement. If I fail to buy or maintain the insurance for the name you as loss payee you may purchase it yourself. If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me. If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

DEFAULT - I will be in default if any one or more of the following occurs: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) I change my name or assume an additional name without first notifying you before making such a change; (9) failing to plant, cultivate and harvest crops in due season; (10) if any loan proceeds are used for a purpose that does not constitute an accession of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7-C.F.R. Part 1940; Sulpart A - Exhibit M.

REMEDIES - If I am in default on this agreement, you have the following remedies:

- 1) You may demand immediate payment of all I owe you under any obligation secured by this agreement.
- 2) You may set off any obligation I have to you against any right I have to the payment of money from you.
- 3) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.
- 4) You may make use of any remedy you have under state or federal law.
- 5) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so). If you do, I will repay to you the amount you paid plus interest at the highest contract rate.
- 6) You may require me to gather the property and make it available to you in a reasonable fashion.
- 7) You may repossess the property and sell it as provided by law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by law. You may apply what you receive from the sale of the property to your expenses, your reasonable attorneys' fees and legal expenses (where not prohibited by law); any debt I owe you. If what you receive from the sale of the property does not satisfy the debts, you may take me to court to recover the difference (where permitted by law).

OF SALE - I agree that 10 days written notice sent to my address listed on page 1 by first class mail will be reasonable notice to me under the Uniform Commercial Code.

If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

- 8) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of any of the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again.

FINING - A carbon, photographic or other reproduction of this Security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the property secured by this agreement.

CO-MARKERS - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any co-signer and I will still be obligated under this agreement. You may release any of the security and I will still be obligated under this agreement. Waiver by you of any of your rights will not affect my duties under this agreement. Extending this agreement or new obligations under this agreement will not affect my duty under the agreement.

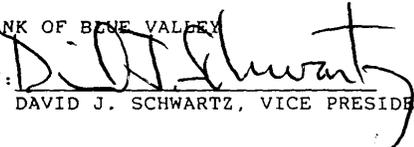
EXHIBIT A TO SECURITY AGREEMENT DTD FEBRUARY 15, 2001 AND MEMORANDUM OF NOTE AND SECURITY AGREEMENT DTD FEBRUARY 15, 2001 ON 300 RAILCARS

	A	B	C	D	E	F	G
1	RFMX						
2	51005	464291	464410	464515	464634	464727	464825
3	464042	464295	464411	464516	464640	464731	464826
4	464100	464299	464412	464518	464642	464733	464828
5	464115	464300	464416	464519	464644	464734	464830
6	464137	464302	464417	464520	464645	464735	464831
7	464168	464303	464422	464529	464646	464737	464833
8	464177	464305	464424	464531	464648	464739	464834
9	464193	464307	464425	464536	464649	464740	464836
10	464199	464310	464428	464539	464650	464742	464839
11	464201	464313	464430	464542	464651	464743	464841
12	464202	464314	464433	464545	464653	464744	464848
13	464208	464315	464439	464549	464655	464745	464853
14	464212	464317	464442	464552	464662	464746	464854
15	464215	464326	464445	464553	464664	464747	464860
16	464216	464334	464447	464555	464666	464752	464861
17	464218	464335	464450	464556	464668	464755	464863
18	464219	464338	464451	464568	464670	464760	464864
19	464220	464340	464453	464570	464671	464762	464869
20	464221	464343	464455	464571	464673	464765	464871
21	464226	464349	464456	464572	464674	464766	464872
22	464227	464351	464457	464574	464675	464781	464873
23	464228	464353	464459	464577	464676	464782	464875
24	464229	464356	464461	464579	464677	464783	464876
25	464233	464359	464468	464582	464679	464784	464877
26	464235	464360	464469	464585	464681	464787	464879
27	464240	464361	464470	464586	464682	464788	464880
28	464241	464364	464478	464587	464684	464798	464882
29	464242	464366	464480	464593	464687	464801	464884
30	464243	464367	464481	464595	464690	464802	464886
31	464244	464370	464484	464596	464693	464804	464889
32	464245	464373	464486	464603	464695	464805	464890
33	464247	464374	464493	464604	464696	464806	464894
34	464249	464375	464494	464605	464699	464807	464895
35	464260	464376	464495	464606	464702	464808	464896
36	464269	464378	464497	464610	464703	464810	464897
37	464273	464380	464498	464613	464707	464811	464899
38	464280	464386	464499	464615	464708	464816	464900
39	464282	464397	464500	464616	464710	464817	464901
40	464283	464400	464501	464621	464713	464818	464902
41	464285	464402	464503	464622	464718	464819	464904
42	464286	464403	464504	464623	464719	464820	464906
43	464289	464405	464506	464625	464723	464822	464907
44	464290	464407	464508	464629	464724	464824	

THE BAKER GROUP, L.C.

BY: 

BANK OF BLUE VALLEY

BY: 
DAVID J. SCHWARTZ, VICE PRESIDENT

Notary Statement for Security Agreement dated 2-15-2001

STATE OF Kansas

COUNTY OF Johnson

On this 15th day of February, 2001, before me personally appeared David J. Schwartz, Vice President, Bank of Blue Valley to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires



Ingrid Bruns
Notary Public

STATE OF Kansas

COUNTY OF Johnson

On this 15th day of February, 2001, before me personally appeared Carle Baker, Jr. as the Member of The Baker Group, L.C. to me known to be the person described in and who executed known to be the persons the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires

Ingrid Bruns
Notary Public

