Cornerstone

September 19, 2011

RECORDATION NO. 29937 FILED

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SURFACE TRANSPORTATION BOARD

Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

Dear Sir

I have enclosed a check for $34.00 for the recordation fee of the enclosed documents. I processed this on-line and am sending the check to finalize the filing.

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

Secured Party Cornerstone Bank
9120 W. 135th Street
Overland Park KS 66221

Debtor The Baker Group, LC
P.O. Box 226
Gardner KS 66030

If there are any questions or further requirements, please do not hesitate to call.

Thank you,

Terri Haug
Loan Operations Officer
Cornerstone Bank
thaug@cornerstonebk.com
913 396-0713

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
THE BAKER GROUP, LC	CORNERSTONE BANK
P.O. BOX 226 GARDNER, KS 66030	9120 W. 135TH STREET OVERLAND PARK, KS 66221

RECORDATION NO: _____ FILED

Type: [ ] individual [ ] partnership [ ] corporation [X] Limited

State of organization/registration (if applicable) _____

[ ] If checked, refer to addendum for additional Debtors and signatures

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COMMERCIAL SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

The date of this Commercial Security Agreement (Agreement) is Dec 16, 2005

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) [ ] Debtor [X] THE BAKER GROUP, LC _____ (Borrower) owes to Secured Party

[X] **Specific Debts** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe)

Promissory Note dated 12/16/2005

[ ] **All Debts** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership, and all obligations that support the payment or performance of the Property "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property, any rights and claims arising from the Property, and any collections and distributions on account of the Property This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower

PROPERTY DESCRIPTION. The Property is described as follows

[ ] **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor

[ ] **Inventory:** All inventory held 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 Debtor's business

[ ] **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment shop equipment, office and record keeping equipment, parts, and tools The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment

[ ] **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper

[ ] **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name

[ ] **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts

[ ] **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements, all crops, annual or perennial, and all products of the crops, and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations

[ ] **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program

[ ] **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets

[ ] **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts

[X] **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description)

EIGHTY FIVE (85) RAILCARS; AND THE ASSIGNMENT OF LEASES ON THOSE EIGHTY FIVE (85) RAILCARS LISTED ON "SCHEDULE A" ATTACHED HERETO AND MADE A PART THEREOF. THESE EIGHTY FIVE (85) RAILCARS WERE ORIGINALLY RECORDED AS COLLATERAL FOR CORNERSTONE BANK LOAN # 901026 DATED 03/13/2003 AND PAID OFF 09/06/2005.

USE OF PROPERTY. The Property will be used for [ ] personal [X] business [ ] agricultural [ ] _____ purposes

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement

DEBTOR	SECURED PARTY
THE BAKER GROUP, LC	CORNERSTONE BANK
CARLE E BAKER JR, MEMBER	John Doull PRESIDENT

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor Secured Party may sue each Debtor individually or together with any other Debtor Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party Whenever used, the plural includes the singular and the singular includes the plural Time is of the essence

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name If Debtor is an individual, Debtor's address is Debtor's principal residence If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1 Debtor will provide verification of registration and location upon Secured Party's request Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration

WARRANTIES AND REPRESENTATIONS Debtor has the right, authority, and power to enter into this Agreement The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business,

(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order,

(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name, and

(4) Debtor does not and will not use any other name without Secured Party's prior written consent

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1 Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party Debtor will immediately notify Secured Party of any loss or damage to the Property Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items Secured Party may require account debtors to make payments under the accounts directly to Secured Party Debtor will deliver the accounts to Secured Party at Secured Party's request Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law Debtor agrees to plant, cultivate, and harvest crops in due season Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code

INSURANCE Debtor agrees to keep the Property insured against the risk reasonably associated with the Property until the Property is released from th Agreement Debtor will maintain this insurance in the amounts Secured Par requires Debtor may choose the insurance company, subject to Secured Party approval, which will not be unreasonably withheld Debtor will have t insurance provider name Secured Party as loss payee on the insurance polic Debtor will give Secured Party and the insurance provider immediate notice any loss Secured Party may apply the insurance proceeds toward the Secur Debts Secured Party may require additional security as a condition permitting any insurance proceeds to be used to repair or replace the Propert If Secured Party acquires the Property in damaged condition, Debtor's rights any insurance policies and proceeds will pass to Secured Party to the extent the Secured Debts Debtor will immediately notify Secured Party of t cancellation or termination of insurance If Debtor fails to keep the Proper insured, or fails to provide Secured Party with proof of insurance, Secur Party may obtain insurance to protect Secured Party's interest in the Propert The insurance may include coverages not originally required of Debtor, may written by a company other than one Debtor would choose, and may be writt at a higher rate than Debtor could obtain if Debtor purchased the insurance

AUTHORITY TO PERFORM Debtor authorizes Secured Party to anything Secured Party deems reasonably necessary to protect the Property a Secured Party's interest in the Property If Debtor fails to perform any Debtor's duties under this Agreement, Secured Party is authorized, witho notice to Debtor, to perform the duties or cause them to be performed The authorizations include, but are not limited to, permission to pay for the repai maintenance, and preservation of the Property and take any action to realize t value of the Property Secured Party's authority to perform for Debtor does n create an obligation to perform, and Secured Party's failure to perform will preclude Secured Party from exercising any other rights under the law or th Agreement

If Secured Party performs for Debtor, Secured Party will use reasonable car Reasonable care will not include any steps necessary to preserve rights again prior parties or any duty to take action in connection with the management the Property

If Secured Party comes into possession of the Property, Secured Party w preserve and protect the Property to the extent required by law Secured Party duty of care with respect to the Property will be satisfied if Secured Par exercises reasonable care in the safekeeping of the Property or in the selecti of a third party in possession of the Property

Secured Party may enforce the obligations of an account debtor or other perso obligated on the Property Secured Party may exercise Debtor's rights wi respect to the account debtor's or other person's obligations to make payment otherwise render performance to Debtor, and enforce any security interest th secures such obligations

PURCHASE MONEY SECURITY INTEREST. If the Property includes item purchased with the Secured Debts, the Property purchased with the Secur Debts will remain subject to Secured Party's security interest until the Secur Debts are paid in full Payments on any non-purchase money loan also secur by this Agreement will not be applied to the purchase money loan Payments the purchase money loan will be applied first to the non-purchase money porti of the loan, if any, and then to the purchase money portion in the order which the purchase money Property was acquired If the purchase mone Property was acquired at the same time, payments will be applied in the ord Secured Party selects No security interest will be terminated by application this formula

DEFAULT. Debtor will be in default if

(1) Debtor (or Borrower, if not the same) fails to make a payment in full wh due;

(2) Debtor fails to perform any condition or keep any covenant on this or a debt or agreement Debtor has with Secured Party,

(3) a default occurs under the terms of any instrument or agreement evidencin or pertaining to the Secured Debts,

(4) anything else happens that either causes Secured Party to reasonably belie that Secured Party will have difficulty in collecting the Secured Debts significantly impairs the value of the Property

REMEDIES After Debtor defaults, and after Secured Party gives any legall required notice and opportunity to cure the default, Secured Party may Secured Party's option do any one or more of the following

(1) make all or any part of the Secured Debts immediately due and accr interest at the highest post-maturity interest rate;

(2) require Debtor to gather the Property and make it available to Secur Party in a reasonable fashion,

(3) enter upon Debtor's premises and take possession of all or any part Debtor's property for purposes of preserving the Property or its value a use and operate Debtor's property to protect Secured Party's interest, a without payment or compensation to Debtor,

(4) use any remedy allowed by state or federal law, or provided in a agreement evidencing or pertaining to the Secured Debts

If Secured Party repossesses the Property or enforces the obligations of a account debtor, Secured Party may keep or dispose of the Property as provide by law Secured Party will apply the proceeds of any collection or dispositio first to Secured Party's expenses of enforcement, which includes reasonab attorneys' fees and legal expenses to the extent not prohibited by law, and the to the Secured Debts Debtor (or Borrower, if not the same) will be liable f the deficiency, if any

By choosing any one or more of these remedies, Secured Party does not give the right to use any other remedy Secured Party does not waive a default by using a remedy

WAIVER. Debtor waives all claims for damages caused by Secured Party's act or omissions where Secured Party acts in good faith

Lender agrees that the default remedies ident in the loan documents including the security reement shall not be available unless lender lies Borrower in writing of the default and vides thirty days to cure the default condit and sid default is not cured.

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CORNERSTONE BANK LIEN ON 85 RAILCARS

SCHEDULE A
Page 1

	A	B
1	RFMX	701
2	RFMX	702
3	RFMX	703
4	RFMX	705
5	RFMX	706
6	RFMX	713
7	RFMX	716
8	RFMX	717
9	RFMX	721
10	RFMX	722
11	RFMX	724
12	RFMX	727
13	RFMX	731
14	RFMX	734
15	RFMX	735
16	RFMX	738
17	RFMX	740
18	RFMX	744
19	RFMX	745
20	RFMX	746
21	RFMX	751
22	RFMX	755
23	RFMX	757
24	RFMX	760
25	RFMX	763
26	RFMX	767
27	RFMX	768
28	RFMX	769
29	RFMX	772
30	RFMX	779
31	RFMX	780
32	RFMX	784
33	RFMX	785
34	RFMX	786
35	RFMX	787
36	RFMX	789
37	RFMX	800
38	RFMX	807
39	RFMX	811
40	RFMX	815
41	RFMX	817
42	RFMX	820
43	RFMX	831
44	RFMX	832
45	RFMX	833
46	RFMX	836
47	RFMX	839
48	RFMX	842
49	RFMX	843
50	RFMX	847
51	RFMX	849

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CORNERSTONE BANK LIEN ON 85 RAILCARS

SCHEDULE A
Page 2

	A	B
52	RFMX	858
53	RFMX	860
54	RFMX	863
55	RFMX	870
56	RFMX	871
57	RFMX	872
58	RFMX	880
59	RFMX	884
60	RFMX	885
61	RFMX	886
62	RFMX	889
63	RFMX	891
64	RFMX	892
65	RFMX	899
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74	RFMX	923
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79	RFMX	942
80	RFMX	943
81	RFMX	945
82	RFMX	947
83	RFMX	950
84	RFMX	955
85	RFMX	957

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