Financing Statement is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

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

Gibson, Thomas P.
Gibson, Patsy
c/o Eastern Livestock Co., Inc.
1065 Main Street
Louisville, KY 40206

2 Secured Party(ies) and address(es)

FBS Ag Credit, Inc.
950 Seventeenth Street
Suite 350
Denver, CO 80202

3 For Filing Officer (Date, Time, Number, and Filing Office)

XXXX G12629
DELAWARE COUNTY IOWA
FILED
96 FEB 23 AM 10 05
DELORES M. PEYTON
DELAWARE CO. RECORDER
$12.00

4 This financing statement covers the following types (or items) of property:

That property more particularly described in Exhibit A attached hereto and made a part hereof by this reference.

5 Name and address of Assignee:

6 Describe real estate (See instruction #4)

DELAWARE COUNTY, IOWA

7 Check if applicable: [X] Products of Collateral are Covered. [ ] Debtor is a transmitting utility as defined in UCC 9 105(1)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.)

8. Signature of Debtor THOMAS P. GIBSON

Signature of Debtor PATSY GIBSON

Type or Print all names (Iowa Code 335.2)

Form Approved (7-1-81) By: MARY JANE ODELL, Secretary of State

(1) FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A TO UCC-1 FINANCING STATEMENT

The following property and interests in property of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: all Accounts, Inventory, Farm Products, General Intangibles, Margin Accounts, Documents, all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

"Accounts" shall mean all present and future rights (including, without limitation, rights under any futures contracts, forward sale or purchase contracts or other contracts) of Debtor to payment for "Inventory" (as hereinafter defined) or other goods sold or leased or for services rendered, which rights are not evidenced by instruments or chattel paper, regardless of whether such rights have been earned by performance.

"Documents" shall mean any and all warehouse receipts, bills of lading or similar documents of title relating to goods in which Debtor at any time has an interest, whether now or at any time or times hereafter issued to Debtor or Secured Party by any person, and whether covering Debtor's Inventory or otherwise.

"Farm Products" shall mean all personal property of Debtor used or for use in farming operations (including, without limitation, native grass, grain, harvested crops, seed, feed, fertilizer, hay, silage, livestock, whether branded or unbranded, of either sex and of all types and descriptions, including, without limitation, the offspring of such livestock and livestock in gestation, and supplies), now or hereafter owned by Debtor or now or hereafter purchased by or for the benefit of Debtor. Farm Products shall also include, but shall not be limited to, all of Debtor's now owned or hereafter acquired feed additives, feed supplements, veterinary supplies, and related products, whether purchased by or for the benefit of Debtor, and any other "farm products" (as defined in the Colorado Uniform Commercial Code).

"General Intangibles" shall mean all of Debtor's right, title and interest in and to any bank deposit accounts, customer deposit accounts, deposits, rights related to pre-paid expenses, Payment in Kind Certificates ("PIK Certificates"), negotiable or non-negotiable instruments or securities, chattel paper, choses in action, causes of action and all other intangible personal property of every kind and nature (other than Accounts), whether presently owned or hereafter acquired or arising, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims,

customs claims, guarantee claims, co-op memberships or patronage benefits, rights to any government subsidy, set aside, diversion, deficiency or disaster payment or payment in kind, milk bases, brands and brand registrations, water rights which are not or may not be real property (including, without limitation, water stock, ditch rights, well permits, water permits, applications and the like), leasehold interests in real and personal property and any security interests or other security held by or granted to Debtor to secure payment by any account debtor of any of the Accounts, except all common, preferred, or any other capital stock, bonds, debentures, notes or other securities currently owned by or hereafter issued to Debtor by or on behalf of Eastern Livestock Company, Inc., TJG Corporation, or by or on behalf of any other corporation which is formed hereafter, the majority capital stock of which is owned by Thomas P. Gibson and John S. Gibson.

"Inventory" shall mean any and all feed and pre-paid feed or other goods which shall at any time constitute "inventory" (as defined in the Colorado Uniform Commercial Code) or Farm Products (including, without limitation, goods in transit), wheresoever located, whether now owned or hereafter acquired by Debtor, which from time to time are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies, and all packaging or handling materials (including, without limitation, all pallets, containers, bags, cartons, boxes, wrappers and the like) used or consumed in Debtor's business.

"Margin Accounts" shall mean all existing or hereafter acquired or accumulated futures contracts or funds and other property related to such futures contracts, which Debtor or Debtor's authorized attorney-in-fact may acquire, accumulate, withdraw or pay out, and which may be held with any broker, including any balance credited to any Margin Account upon its closing.