

INVOICE

Invoice Number: 25009759
Invoice Date: 09/04/2025

Please make checks payable to: BNSF Railway Company

PLEASE REMIT YOUR PAYMENT TO:

BNSF Railway Company
PO Box 676160
Dallas TX 75267-6160

Happy Main / Herman - Toles

Contract Number: 318173

To: Attebury Grain, Inc.
P.O. Box 2707
Amarillo TX 79105

Premises Location:
Happy, TX
Swisher County

Lease Description: ROADWAY / DRIVEWAY / ACCESS.

Billing Period From: 10/15/2025 To: 10/14/2026

Due Date	Description	Amount
10/15/2025	Land Lease	155.80
Total Due	10/15/2025	155.80

TOTAL DUE: 10/15/2025 **155.80**

PLEASE DIRECT BILLING INQUIRIES TO Property Manager bnsf.customer@jll.com

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, WRITE THE INVOICE NUMBER ON YOUR CHECK

TO AVOID LATE CHARGES, WE MUST RECEIVE YOUR PAYMENT ON OR BEFORE THE DUE DATE

LEASE OF LAND (Short Term)

463162
H. P. H. Main / Harman - Toles
18173

THIS LEASE, Made as of the 11th day of April, 19 61,
between PANHANDLE AND SANTA FE RAILWAY COMPANY,
a Texas corporation (hereinafter called "Lessor"),
and HARMAN-TOLES ELEVATOR CO.
a Texas corporation,
(hereinafter, whether one party or more, called "Lessee").

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Lessor hereby leases to Lessee, subject to the rights and easements hereinafter excepted and reserved, and upon the terms and conditions hereinafter set forth, the land (hereinafter called "Premises") situated at or near Happy, County of Swisher, State of Texas, outlined in red coloring on the print hereto attached, No. DEOS-6999, dated April 11, 1961, marked "Exhibit A" and made a part hereof, for a term beginning on April 15th, 19 61, and ending when this lease shall be terminated as hereinafter provided.

2. Lessor hereby excepts and reserves the right, to be exercised by Lessor and by any others who have obtained or may obtain permission or authority from Lessor so to do, (a) to operate, maintain, renew and relocate any and all existing pipe, power, and communication lines and appurtenances and other facilities of like character upon, over or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character as will not unreasonably interfere with the use of the Premises by Lessee for the purpose specified in paragraph 6 hereof.

3. Lessee shall pay to Lessor on or before the first day of each period of one year during the continuance of this lease as rental for the use of the Premises for such period, a sum equal to six per cent (6%) of the fair rental value of the Premises, but not less than One and No/100ths Dollars (\$ 1.00).
~~For the purposes of this lease the fair rental value of the Premises at the effective date hereof is agreed to be~~
~~Dollars (\$.....),~~
and the initial rental shall be

~~Dollars (\$.....) per annum. Such fair rental value shall be increased from time to time by the amount of any governmental charge or assessment (except general property taxes) payable on account of or in respect to the Premises for the construction of public improvements.~~

4. Lessee covenants and warrants that Lessee either owns, or has obtained from the owner or owners thereof the right to use, any improvements now on the Premises shown or described on said Exhibit A as "Lessee's Existing Improvements." Such improvements, if any, together with any other improvements hereafter placed upon the Premises by or for account of Lessee are hereinafter called "Improvements."

5. Lessee shall pay before the same become delinquent all taxes, charges, rates, and assessments which may, during the term of this lease, be levied upon, or assessed against, or be equitably chargeable to or assessed in respect of the Improvements; and where any such tax, rate, charge, or assessment may be embraced in the general amount of taxes charged upon the Premises separately or in connection with other property of Lessor and Lessor shall pay all of said taxes, then Lessee shall promptly repay or refund to Lessor the amount or part of the tax, charge, rate or assessment equitably or fairly apportionable to the Improvements.

6. Lessee shall use the Premises exclusively as a site for a driveway.

7. Lessee shall keep and maintain the Premises and Improvements in such safe, sanitary, and sightly condition as shall be satisfactory to Lessor, and, if required by Lessor, shall paint the Improvements with paints of a color approved by Lessor; and if Lessee fails or refuses within fifteen (15) days after receipt of any request by Lessor so to do, Lessor may, at its option, perform such work, and in such event Lessee shall within thirty (30) days after the rendition of bill therefor reimburse Lessor for the cost so incurred.

8. In using the Premises, and in constructing, maintaining, operating and using the Improvements thereon, Lessee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereof. In the event the Premises or Improvements shall be used for the loading, unloading, storing, or otherwise handling of any petroleum products, Lessee shall comply with all applicable regulations and recommendations from time to time promulgated by the Bureau of Explosives of the Association of American Railroads, or any successor agency. All artificial lighting in pump houses, warehouses, or other enclosures upon the Premises, where oil or other inflammable fluid supplies are handled or stored by Lessee, except in unbroken original containers, shall be by electricity, and such electrical installation and any other electrical installation upon the Premises shall at all times conform to and be maintained in accordance with the provisions of the then current edition of the National Electrical Code with respect to Class I hazardous locations. Lessee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Lessee on the Premises, and Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that the failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this or any other paragraph hereof.

9. Lessee shall at all times keep a space of six (6) feet from the nearest rail of any railroad track entirely clear of structures, material and obstructions of every sort and shall observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; but, nevertheless, for convenience in handling freight to and from cars on any railroad track serving the Premises, the Lessee may install, use and maintain (a) loading or unloading cranes or other devices not nearer than six (6) feet from the nearest rail of such track and no part of which shall at any time project or extend in the direction of such track except when crane or device is being used for loading or unloading freight and (b) platforms which shall be not more than three (3) feet and six (6) inches higher than the top of the rail, and which at no point shall be nearer than four (4) feet to the nearest side of the head of the nearest rail of such track; provided, however, if by statute or order of competent public authority different clearances shall be required, then Lessee shall strictly comply with such statute or order.

10. Lessee agrees to indemnify and save harmless Lessor against all loss, damage or expense which Lessor may sustain, incur or become liable for, including loss of or damage to property or injury to or death of persons and fines or penalties imposed upon or assessed against Lessor, arising in any manner out of (a) the use of the Premises or Improvements by Lessee, (b) any breach by Lessee of the terms, covenants or conditions in this instrument contained, or (c) the sole or contributing acts or omissions of Lessee or the employees, agents, patrons or invitees of Lessee in, on or about the Premises or Improvements, except that if Lessor shall participate in any such contributing acts or omissions, then the loss, damage or expense arising therefrom shall be borne by the parties hereto equally; provided, however, that Lessee hereby assumes the risk of, and agrees to indemnify Lessor against liability for, loss of or damage to the property of Lessee or of others upon the Premises (except any rolling stock or shipments in the course of transportation and except any property of Lessor or others placed or kept on the Premises pursuant to paragraph 2 hereof) due to fire communicated from locomotives while being operated by Lessor upon any tracks within or in the vicinity of the Premises, regardless of Lessor's negligence, if any.

11. Neither Lessee, nor the heirs, legal representatives, successors or assigns of Lessee, nor any subsequent assignee, shall underlease or sublet the Premises or the Improvements, or any part thereof, nor assign or transfer this lease or any interest herein, without the written consent and approval in each instance of Lessor.

12. In case of the eviction of Lessee by anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for any damage of any nature whatsoever, or to refund any rental paid hereunder, except the proportionate part of any rental paid in advance.

13. If any rental hereunder shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Lessee herein contained, or in case of any assignment or transfer of this lease by operation of law, Lessor may, at its option, terminate this lease by serving five (5) days' notice in writing upon Lessee; but any waiver by Lessor of any default or defaults shall not constitute a waiver of the right to terminate this lease for any subsequent default or defaults.

14. This lease may be terminated at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice this lease and all rights of Lessee hereunder shall absolutely cease and determine; but upon any such termination Lessee shall be entitled to have refunded by Lessor a proportionate part of any rentals paid in advance.

15. Any notice to be given by Lessor to Lessee hereunder shall be deemed to be properly served if the same be delivered to Lessee, or if left with any of the agents, servants or employees of Lessee, or if posted on the Premises, or if deposited in the Post Office, postpaid, addressed to Lessee at P. O. Box 8, Happy, Texas.

16. Upon the termination of this lease in any manner herein provided, Lessee shall forthwith surrender to Lessor the possession of the Premises and shall remove the Improvements and restore the Premises to substantially the state in which they were prior to the construction of the Improvements, and in case Lessee shall fail within thirty (30) days after the date of such termination to make such removal or restoration, then Lessor may, at its election to be exercised within thirty (30) days thereafter, either remove the Improvements and restore the Premises for the account of Lessee, and in such event Lessee shall within thirty (30) days after the rendition of bill therefor reimburse Lessor for the cost so incurred, or may take and hold the Improvements as its sole property.

17. If Lessee fails to surrender to Lessor the Premises, upon any termination of this lease, all the liabilities and obligations of Lessee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Lessee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or Lessor elects to take and hold the Improvements as its sole property as hereinabove in paragraph 16 provided.

18. In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

19. All the covenants and agreements of Lessee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Lessee, and shall inure to the benefit of the successors and assigns of Lessor.

IN WITNESS WHEREOF, This lease has been duly executed in duplicate by the parties hereto as of the day and year first above written.

PANHANDLE AND SANTA FE RAILWAY COMPANY (Lessor)

Approved as to description:

By (Sgd.) R. M. Champion

Its Ass't. to Vice-Pres. & Gen'l. Mgr.

(Sgd.) E. C. Smith

for Chief Engineer.
May 8, 1961

HARMAN-TOLES ELEVATOR CO.

Approved as to form
(Sgd.) Lewis Jeffrey
Division Attorney

By: (Sgd.) Vernon H. Harman

President

Its: (Lessee).

(Attach print here.)

EXHIBIT "A"
TO CONTRACT BETWEEN
PANHANDLE AND SANTA FE RAILWAY COMPANY

SLATON DIVISION

PLAINVIEW DISTRICT

AND

Copy SECRETARY'S CONTRACT NO. **P&SF 18173 E**

GENERAL MANAGER'S COPY

Ct-22100

FILE NO. _____

Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

AGREEMENT, Made as of the 7th day of December, 19 81,
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware

Corporation (hereinafter called "Santa Fe"),
HARMAN-TOLES GRAIN AND SEED COMPANY, a Texas corporation

(hereinafter whether one party or more called "Assignor"), and
ATTEBURY GRAIN, INC., a Texas corporation,

(hereinafter whether one party or more called "Assignee").

RECITALS:

Santa Fe and Assignor are now parties to a contract dated January 26, 1970, 4-11-61

Santa Fe's Secretary's Contract No. P&SF 18173, relating to the leasing of a portion
of Santa Fe's property at Happy, Swisher County, Texas, as a site for a driveway,

said contract, together with any and all modifications, supplements and amendments thereto, whether or not referred
to above, being hereinafter called the "Original Contract."

The parties have now agreed to the assignment to Assignee of all of the interest of Assignor in the Original
Contract, upon the terms and conditions hereinafter set forth.

AGREEMENT:

FOR VALUE RECEIVED, Assignor hereby assigns to Assignee all of Assignor's interest in the Original Con-
tract.

IN CONSIDERATION of such assignment and the consent thereto of Santa Fe herein contained, Assignee here-
by accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in
the Original Contract which are by the terms thereof to be observed and kept by Assignor, and Assignee further
agrees not to assign the Original Contract or any right or interest therein, nor sublet the property or any part
thereof embraced in the Original Contract, without the written consent of Santa Fe in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful per-
formance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in
the Original Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that in the event either Assignor or Assignee, or both,
consist of two or more parties, all the covenants and agreements herein shall be the joint and several covenants and
agreements of such parties.

Any notice to be given by the Santa Fe to the Assignee under the Original Contract, as hereby assigned, shall be
deemed to be properly served if the same be delivered to the Assignee, or if left with any of the agents, servants or
employees of Assignee, or if deposited in the Post Office, postpaid, addressed to Assignee at P O Box 2707,
Amarillo, Texas 79105.

This agreement shall be effective as of December 1, 19 81.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the day and year
first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

By B. Lancaster
Its Assistant to General Manager

HARMAN-TOLES GRAIN AND SEED COMPANY,

By W. H. Harkins
Its President
(Assignor)

ATTEBURY GRAIN, INC.,

By Ken Attebury
Its President
(Assignee)



CATELLUS

September 16, 1997

Attebury Grain, Inc.
P.O. Box 8
Happy, Texas 79042

Dear Lessee:

RE: The Burlington Northern and Santa Fe Railway Company, successor by merger with The Atchison, Topeka and Santa Fe Railway Company, Contract No. PSF 18173 at Happy, Swisher County, Texas; Rental Anniversary Date: October 1, 1997.

Our present agreement, as specified above, provides that the amount of base rental for the agreement may be revised at the end of each three (3) year period. Please be advised that the base rental will be \$100.00 per year, effective October 1, 1997, and that this rental amount will now be subject to future rental review at three (3) year intervals.

The next bill you receive for rental will reflect the above increase.

If there are any questions, please contact me at (972) 719-6134.

Catellus Management Corporation is acting as agent for Burlington Northern Santa Fe Corporation.

Sincerely,

Rebecca Foster
Area Property Manager

RRF/mb