

Pay ACH

INVOICE

Kress - Coop

Invoice Number: 25005422
Invoice Date: 05/06/2025

PLEASE REMIT YOUR PAYMENT TO:

BNSF Railway Company
PO Box 676160
Dallas TX 75267-6160

Please make checks payable to: BNSF Railway Company

Contract Number: 317392

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

Premises Location:
Kress, TX
Swisher County

Lease Description: GRAIN ELEVATOR / STORAGE.

Billing Period From: 06/15/2025 To: 06/14/2026

Due Date	Description	Amount
06/15/2025	Land Lease	467.39
<u>Total Due</u>	06/15/2025	467.39

TOTAL DUE: 06/15/2025 467.39

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

PAID 5/23/25
ACH 56654

John Benjamin
5-21-2025

P. & S. F. RY. CO.

Form 1616 Standard
(Approved by General Solicitor)

GENERAL MANAGER'S COPY

FILE NO.

839211

SECRETARY'S NO. 317392 LEASE OF LAND (Short Term)

THIS LEASE, Made as of the 11th day of August, 1959,
 between PANHANDLE AND SANTA FE RAILWAY COMPANY,
Texas corporation (hereinafter called "Lessor"),
 and KRESS FARMERS ELEVATOR COMPANY,
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 Kress, County of Swisher, State of Texas, outlined in red coloring on the print hereto attached, No. DEOS-6557, dated June 8th, 1959, marked "Exhibit A" and made a part hereof, for a term beginning on June 15th, 1959, 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 Twenty-five and No/100ths Dollars (\$25.00). For the purposes of this lease the fair rental value of the Premises at the effective date hereof is agreed to be Five Hundred Fifty-three and 45/100ths Dollars (\$553.45), and the initial rental shall be Thirty-three and 21/100ths Dollars (\$33.21) 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 grain storage facilities.

7. Lessee shall keep and maintain the Premises and Improvements in such safe, sanitary, and slightly 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 thereover. 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 rails, 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 Kress, 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.

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 thereover. 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 rails, 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 agree 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 Kress, 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 make and hold the Improvements as its sole property.

17342

3

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.

20. It is mutually understood and agreed that this agreement supersedes and cancels that certain document dated May 17th, 1944 (Lessor's Secretary's Contract No. 9727) relating to the leasing of a portion of Lessor's right-of-way at Kress, Swisher County, Texas, as a site for a grain elevator, which document was originally entered into between the Lessor and Producers Grain Corporation and thereafter duly assigned, with consent of the Lessor to Lessee herein by and through an instrument dated July 1st, 1948, Lessor's Secretary's Contract No. 9727-B.

21. It is further agreed and understood that this agreement supersedes and cancels a certain document dated February 1st, 1951 between the Lessor and Lessee, (Lessor's Secretary's Contract No. 13322) relating to the leasing of a portion of Lessor's right-of-way at Kress, Swisher County, Texas, as a site for grain warehouse.

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 J. M. Champion
Its ASST. TO VICE-PRES. & GENERAL MANAGER

E. C. Smith
For Chief Engineer.

AUG 13 1959

Approved as to form
Bernis Jeffery
Notary Attorney

KRESS FARMERS ELEVATOR COMPANY,

By Lee W. Foster
Its President (Lessee)

(3-100-1011-1-54)

CANCELLATION AND SURRENDER

The parties mutually agree that the foregoing lease is hereby cancelled as of the _____ day of _____, 19____, and the premises therein described surrendered to the Lessor.

Dated this _____ day of _____, 19____,

By _____

Its _____ (Lessor).

(Lessee.)

Form 1616 Standard

(Approved by General Solicitor)

17392

Secretary's File No.

Lease of Land

(Short Term)

TO

Site for

Station.

Division.

In effect _____, 19____

EXPIRES ON THIRTY DAYS' NOTICE.

Div. Supt's No.

5590

Chief Engineer's No.

HAL-9-66-3M-2551

COPY

GENERAL MANAGER'S COPY

FILE NO. E-39711

FORM 1627 STANDARD
(Approved by General Solicitor)

A. S. E. F. W. CO.

17392-D

SECRETARY'S FILE

SUPPLEMENTAL AGREEMENT, made as of this 22nd
day of May, 1964, between
PANHANDLE AND SANTA FE

RAILWAY COMPANY, a Texas corporation,
hereinafter referred to as "Santa Fe", and KRESS FARMERS
ELEVATOR COMPANY, a Texas corporation,

hereinafter, whether one party or more, referred to as "Second
Party".

RECITALS:

Santa Fe and Second Party are now parties to a contract dated August 11, 1959,
Santa Fe's Secretary's Contract No. 17392, together with any and all modifications, sup-
plements and amendments thereto, being hereinafter referred to as "Original Contract", under
which Second Party pays Santa Fe a compensation of \$33.21 per year for the use of
a portion of Santa Fe property at or near Kress, Swisher County, Texas,
as a site for grain storage facilities.

The parties desire to modify the Original Contract as hereinafter provided.

AGREEMENT:

It is mutually agreed that effective June 15, 1965,
the compensation section of the Original Contract is hereby changed to read, as follows:
"Second Party shall pay to Santa Fe on or before the first day of each period of one year
during the continuance of this contract as compensation for the use of the Premises for
such period the sum of Sixty-six and 42/100ths Dollars
(\$66.42). Santa Fe may revise the amount of such annual compensation
after the end of each five (5) year period during which this contract may remain in ef-
fect, and without affecting the right of either party hereto to terminate this contract at
any time as may be provided elsewhere herein."

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

By (Signed) R. L. CRANDOLPH

Its ASST. TO VICE PRES. & GENERAL MANAGER

KRESS FARMERS ELEVATOR COMPANY,

By (Sgd.) C. W. Rausser

Its President

(Second Party)

COPY

SUPPLEMENTAL AGREEMENT made as of the 20th day of October, 1993, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (hereinafter called "Lessor"), and ATTEBURY GRAIN, INC., a Texas corporation (hereinafter called "Lessee").

WITNESSETH:

RECITALS:

Lessor and Lessee are now parties to a contract dated August 11, 1959, together with any supplements thereto, Lessor's Secretary's Contract No. PSF-17392, relating to the use of Lessor's property at Kress, Swisher County, Texas as a site for grain storage facilities, hereinafter called "Premises". For convenience, said contract dated August 11, 1959, and any supplements thereto, shall be hereinafter referred to as the "Original Contract".

The parties hereto now desire to revise the boundaries of the Premises so leased and to amend the Original Contract as hereinafter set forth.

AGREEMENT:

The parties mutually agree:

1. That the Premises referred to in the Original Contract and shown on Exhibit "A" thereto attached contained 55,445 square feet and now, by agreement of the parties hereto, contains 1,750 square feet.
2. That effective November 1, 1993, Print No. 1-03683, dated October 27, 1993, marked Exhibit "A" and made a part hereof, shows shaded the Premises now occupied and used by Lessee under the Original Contract, and that said Exhibit "A" shall be substituted for Print No. X-1268, dated April 7, 1977, attached to the Original Contract.
3. That effective November 1, 1993, the compensation section of the Original Contract is hereby changed to read as follows:

"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 compensation for the use of the Premises for such period the sum of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00). Lessor may revise the amount of such annual compensation after the end of any three (3) year period during which this lease may remain in effect without affecting the right of either party hereto to terminate this lease at any time as may be provided elsewhere herein."

4. THAT, AS HEREIN AND HEREBY AMENDED, said Original Contract shall be and remain in full force and effect during the remainder of the term thereof.

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

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____

Its: _____

ATTEBURY GRAIN, INC.

By: _____

Its: _____

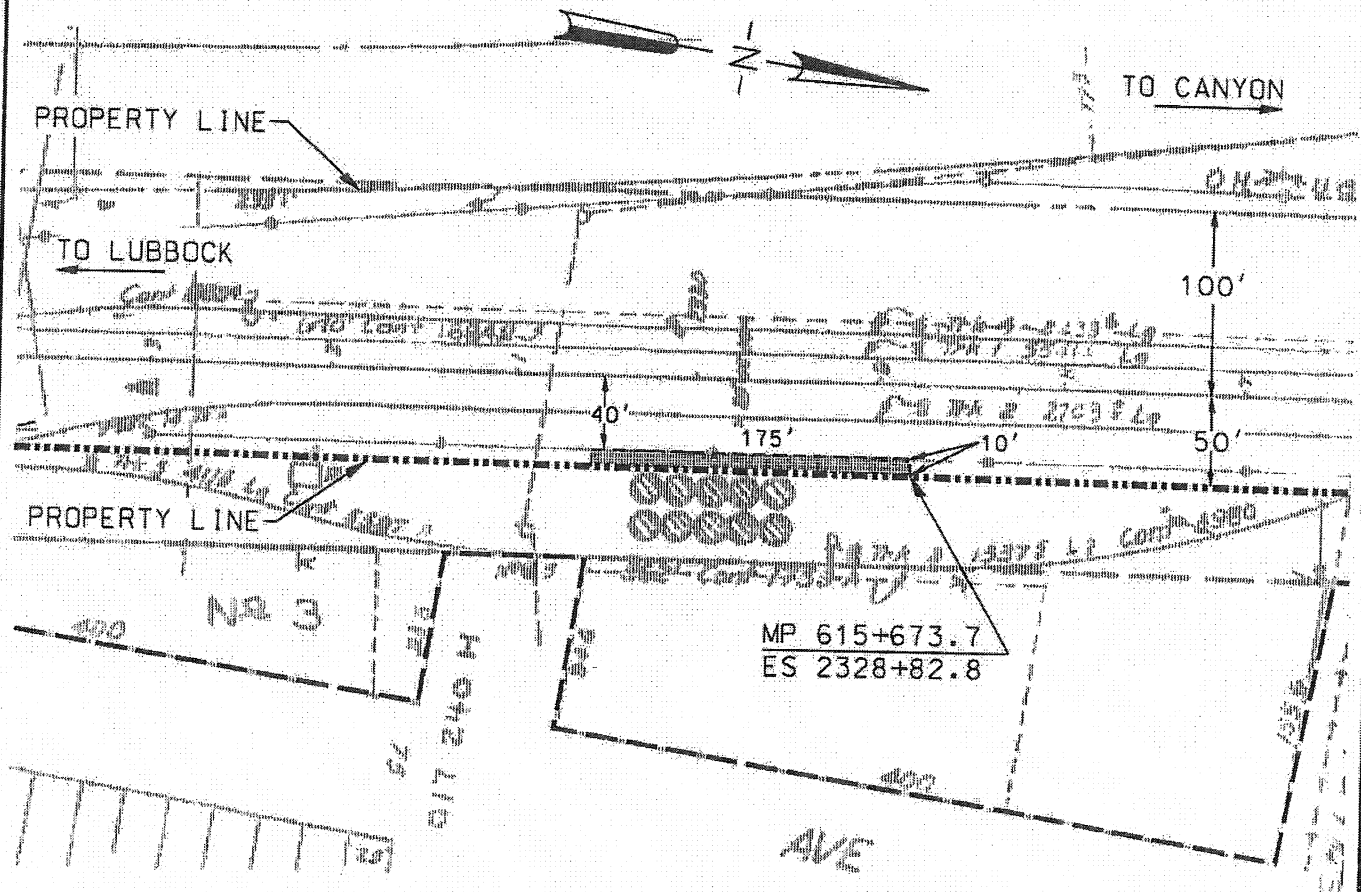
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
 THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
 AND
 ATTEBURY GRAIN, INC.

TOPEKA, KANSAS
 SCALE: 1 IN. = 100 FT.
 PLAINVIEW SUBDIV.
 DATE 10/27/1993

V-7
 MAP S-12
 PARCEL 1

MAP REF. 505095



DESCRIPTION:

A SITE CONTAINING 1,750 SQ. FT. MORE OR LESS
 SHOWN SHADED.

AT KRESS
 CITY, KRESS

COUNTY, SWISHER

STATE, TX

CTF

SANTA FE ORIGINAL

*Original filed with
Secy # PSF 12486*

ASSIGNMENT CONTRACT

AGREEMENT made September 3, 1992, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (hereinafter called "Santa Fe"), KRESS FARMERS ELEVATOR COMPANY, a Texas corporation, (hereinafter called "Assignor"), and ATTEBURY GRAIN, INC., a Texas corporation, (hereinafter called "Assignee").

RECITALS:

Santa Fe and Assignor are now parties to a certain agreement(s), heretofore executed on various dates [hereinafter for convenience collectively called "Original Contract(s)"], which are briefly described as follows:

1. Santa Fe Secretary's Contract No. PSF-12486, dated July 25, 1949, relating to use of Santa Fe's property at Kress, Swisher County, Texas as a site for a grain elevator and appurtenances.
2. Santa Fe Secretary's Contract No. PSF-17392, dated August 11, 1959, relating to use of Santa Fe's property at Kress, Swisher County, Texas as a site for grain storage facilities.

The parties have now agreed to the assignment to the Assignee of all of the interest of the Assignor in said Original Contract(s), together with any and all modifications, supplements and amendments thereto, whether or not referred to above, upon the terms and conditions hereinafter set forth.

AGREEMENT:

FOR VALUE RECEIVED, the Assignor assigns to the Assignee the Assignor's interests in the Original Contract(s) mentioned in the foregoing recitals and all rights of the Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Santa Fe herein contained, the Assignee hereby accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in the aforesaid Original Contract(s), which are by the terms thereof to be observed and kept by the Assignor, as may have been modified by any supplemental agreements or notices from Santa Fe, and the Assignee further agrees not to assign said Original Contract(s) or any right or interest therein, nor sublet the property or any part thereof embraced in said Original Contract(s), without the written consent of Santa Fe in each instance.

IN CONSIDERATION of the promises and of the covenants of the Assignee herein contained, and the faithful performance of the same, Santa Fe consents to the assignment by the Assignor to the Assignee of all of Assignor's interests in the above mentioned Original Contract(s).

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

Any notice to be given by Santa Fe to the Assignee under the Original Contract(s), 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 16, 1992.

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 *[Signature]*
Its Asst. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

By *[Signature]*
Its Board Pres.

ATTEBURY GRAIN, INC.

By *[Signature]*
Its Sec. Treas.

2522p/11

APPROVED AS TO FORM
[Signature]
Roth A. Gatewood
COUNSEL FOR
AT & SF RY. CO.