

PS 1753

Form 1359 Standard
(Approved by General Solicitor)

CONTRACT FOR INDUSTRY TRACK

Agreement, Made this _____ day of _____ 191____
between Panhandle and Santa Fe Railway Company
(Write or stamp in full name of Company.)
a corporation, hereinafter called the "Railway Company," and The Farmers Mill and
Elevator Company, a Texas corporation-
hereinafter called the "Industry."

Recitals:—The Industry has requested the Railway Company to construct, operate and maintain a track
about 362 feet in length, hereinafter in its entirety referred to as "The Track," at
or near the station of Kress, Swisher County, Texas-
to serve an elevator
(hereinafter called the "Plant"), to be operated by the Industry; that portion of The Track, about 362
feet in length, which, when constructed, shall belong to the Railway Company, is shown by red coloring, and that
portion of The Track, if any, which, when constructed, shall belong to the Industry, is shown by yellow coloring upon
the print of Drawing No. _____, hereto attached, marked "Exhibit A", and said portions are hereinafter
for convenience called the "Red Track" and the "Yellow Track", respectively.

AGREEMENT: ARTICLE I.

In consideration of the covenants of the Railway Company, the industry agrees to:—

1. Furnish to the Railway Company, free of cost, the right-of-way for all that portion, if any, of The Track
located off the right-of-way of the Railway Company, with the right to construct, maintain and operate The Track
thereon.
2. Pay to the Railway Company, in advance, the entire cost of the construction of The Track _____
_____ the cost so to be borne by the Industry being hereby estimated at \$651.30- If the actual cost
of The Track shall prove more or less than such estimated cost, the difference shall be promptly paid by the
industry or refunded by the Railway Company, as the case may be.
2. Pay to the Railway Company, from time to time, within twenty days after bills are rendered therefor, the
entire cost of maintaining the Yellow Track, if any.
4. Operate the Plant during the term hereof, and in so far as it has control, route all shipments to and from the
Plant over the railroad of the Railway Company and connecting lines selected by the Railway Company, whenever
the points to or from which shipments are to be made may be reached by or over such railroad and connecting lines
and the Railway Company's rates for the transportation of such shipments between such points shall not be greater
than those of other railroad companies.
5. Indemnify and hold harmless the Railway Company from all loss and damage by fire to all buildings, struc-
tures and improvements located upon any land adjacent to The Track, owned, leased or controlled by the Industry,
and all property of every sort belonging to the Industry or others, temporarily or permanently in said buildings and
structures, or on said land, whether such fire shall be caused by the negligence of the employees of the Railway Com-
pany or otherwise.
6. At all times keep a space of six feet from the nearest rail of any railroad track entirely clear of structures, ma-
terial and obstructions of every sort, but, nevertheless, the Industry may erect loading platforms which shall not be
higher than three feet and six inches above the top of the rails and which at no point shall be nearer than four feet
from the nearest rail of such track. In case of a breach of these obligations, or any of them, the Industry assumes and
agrees to indemnify the Railway Company against all liability for loss, damage, injury and death arising therefrom.

ARTICLE II.

In consideration of the covenants of the Industry, and the faithful performance thereof, the Railway Company agrees to construct and maintain The Track during the continuance of this agreement, unless its obligation so to maintain it may be sooner terminated as herein provided, and to transfer cars, loaded or empty, thereover to and from the Plant.

The Railway Company further agrees to refund to the Industry, in monthly instalments, during the period of three years from the date The Track is completed, \$....., being the estimated cost of the non-perishable materials in the Red Track upon the basis and at the rate of..... per car for each full carload of freight shipped into or out from the Plant over the railroad of the Railway Company from which the Railway Company shall derive revenue other than switching charges, and if a sufficient number of such carloads shall not have been shipped into or out from the Plant over The Track within such period to permit of the refund of such amount, or if this agreement shall be terminated as hereinafter provided prior to the expiration of such period, any balance remaining unrefunded at the end of such period or upon the date of such termination, shall be permanently retained by the Railway Company. Nevertheless, the amount last mentioned as to be refunded is subject to revision dependent upon the correctness of the estimated cost of the non-perishable materials used in the Red Track.

ARTICLE III.

The parties mutually agree as follows:

1. The title to the Red Track and to all property furnished by the Railway Company in the maintenance thereof shall at all times be and remain in the Railway Company. The title to the Yellow Track, if any, and to all property furnished by the Railway Company in the maintenance thereof, shall at all times be and remain in the Industry. The Railway Company shall have the right to use The Track for other than the express purpose for which it is constructed, provided such use shall not materially interfere with the business of the Industry.

2. If the Industry shall fail for a period of Six months in any period of twelve months to operate the Plant, or shall fail or refuse to comply with and carry out any of the covenants or agreements herein contained, the Railway Company may, at its option, expressed in writing, terminate this agreement; but no termination shall release the Industry from any liability which may have attached or accrued previous to or at the time of such termination, nor from any obligation of indemnity herein contained.

3. Unless terminated earlier, as hereinbefore provided, this agreement shall be in force for the term of four years and six months from its date and thereafter until terminated by the Railway Company giving six months' written notice to the Industry. Upon such or any other termination, the Railway Company shall have the right to remove the Red Track and every part thereof.

4. This agreement shall be binding upon and inure to the benefit of the parties, their legal representatives and assigns, but no assignment hereof by the Industry shall be effective without the written consent of the President or a Vice-President of the Railway Company.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

Approved _____ Panhandle and Santa Fe Railway Company.
As to Form,

By _____

General Attorney. Its _____
As to Description,

For Chief Engineer. The Farmers Mill and Elevator Company
By _____ INDUSTRY.
Its _____
JUL 25 1913

The Pecos and Northern Texas Railway Company, owner of the railroad and property now in the possession of Panhandle and Santa Fe Railway Company, hereby consents to and approves the making of the foregoing instrument with the understanding and upon the condition that if at any time during the term thereof said owner shall take possession of said railroad and property, said owner shall be substituted in the place and stead of the Panhandle and Santa Fe Railway Company in said instrument and shall be entitled to the benefit of all the covenants of the Industry and shall perform all the obligations of the Panhandle and Santa Fe Railway Company in said instrument set forth for and during the balance of any unexpired term thereof.

The Pecos and Northern Texas Railway COMPANY

By _____
Its _____

EXHIBIT-"A"

ATTACHED TO CONTRACT BETWEEN

PANHANDLE AND SANTA FE RAILWAY COMPANY

SLATON DIVISION

AND

PLAINVIEW DISTRICT

THE FARMERS MILL AND ELEVATOR COMPANY

AT

KRESS - SWISHER COUNTY - TEXAS.

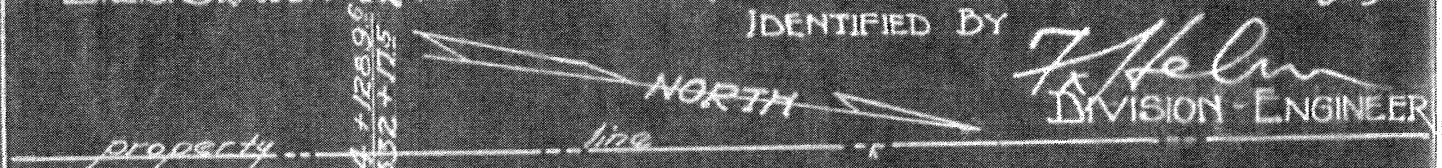
D.E.O. SLATON TEXAS

SCALE: 1"=100'

JUNE 29, 1917.

IDENTIFIED BY

F. Helm
DIVISION ENGINEER



PART

OF STATION

100' GROUNDS

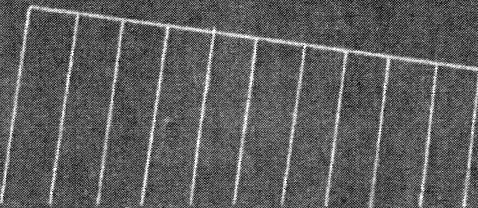
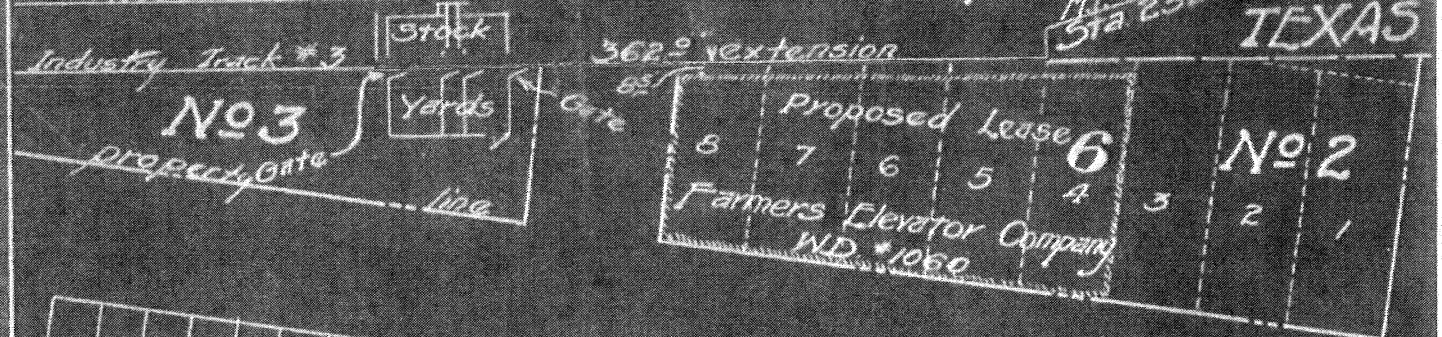


AT KRESS - SWISHER COUNTY - TEXAS

House Track #2

MP 44 + 927.6
Sta. 2328 + 552

TEXAS



DESCRIPTION:

362.2 feet of Spur Track extension to Industry Track number 3. of which the PANHANDLE AND SANTA FE RAILWAY COMPANY is lessee, at a point opposite Mile Post 44 plus 1289.6 feet. at Kress, Swisher County, Texas.

Spur track extension as shown per above red line.

Santa Fe Form 1688 Standard
(Approved by General Solicitor)

Abilene, Texas, May 1, 1923

Farmers Mill and Elevator Company,
Kress, Texas.

Gentlemen:

The Interstate Commerce Commission having recently expressed disapproval of the presence of routing clauses in agreements or leases between carriers and shippers: THIS IS TO ADVISE that from and after the date hereof you are released from the obligation contained in that certain agreement or lease dated September 26, 1917, between Panhandle and Santa Fe Railway Company, and Farmers Mill and Elevator Company, (undersigned Secretary's No. 1753...) to route all shipments to and from your plant, or the leased premises, as the case may be, over the railroad of the undersigned and connecting lines selected by it.

Panhandle and Santa Fe Railway Company,

By 

Its Vice President & General Manager

Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

Sec'y's. No. 1753-13

POST ORIGINAL

AGREEMENT, Made this 10th day of April, 19 44,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas
Corporation (hereinafter called "Railway Company"), FARMERS MILL AND ELEVATOR COMPANY, a
Texas corporation,
(hereinafter whether one party or more called "Assignor"), and PRODUCERS GRAIN CORPORATION, a Texas
corporation,
(hereinafter whether one party or more called "Assignee").

RECITALS:

Railway Company and Assignor are now parties to a contract dated September 26, 1917

Railway Company's Secretary's Contract No. 1753, relating to construction, operation and
maintenance of about 362 feet of track to serve an elevator at Kress, Swisher
County, Texas, which said contract was modified by letter dated May 1, 1923, to
release Industry therein from the routing provisions thereof,

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 the Original Contract and all rights of Assignor there-
under.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby
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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful perform-
ance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of April 15, 19 44.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

By [Signature]

Acting Vice President

FARMERS MILL AND ELEVATOR COMPANY

By [Signature]

Its Secretary & Manager (Assignor)

PRODUCERS GRAIN CORPORATION

By [Signature]

Its President (Assignee)

APPROVED AS TO FORM
[Signature]
General Attorneys

SANTA FE ORIGINAL

Hall 9 47 2M 6071

Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

P. & S. F. RY. CO.

SECRETARY'S NO.

1753-C

AGREEMENT, Made this 1st day of July, 19 48,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas

Corporation (hereinafter called "Railway Company"),
PRODUCERS GRAIN CORPORATION,
a Texas corporation,
(hereinafter whether one party or more called "Assignor"), and
KRESS FARMERS ELEVATOR COMPANY,
a Texas corporation,
(hereinafter whether one party or more called "Assignee").

RECITALS:

Railway Company and Assignor are now parties to a contract dated September 26th, 1917,

Railway Company's Secretary's Contract No. 1753, relating to construction, operation and maintenance of about 362 feet of track to serve an elevator at Kress, Swisher County, Texas, which contract was originally entered into between the Railway Company and The Farmers Mill and Elevator Company, a Texas corporation, and thereafter assigned to Assignor by instrument bearing date of April 10th, 1944, Railway Company's Secretary's Contract No. 1753-B,

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 the Original Contract and all rights of Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby 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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful performance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of June 1st, 19 48.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY,

By [Signature]

Its Vice-President

PRODUCERS GRAIN CORPORATION,

By [Signature]

Its Vice President

(Assignor)

KRESS FARMERS ELEVATOR COMPANY,

By [Signature]

Its President

(Assignee)

(over)

APPROVED AS TO FORM

[Signature]
General Attorney

PSF 1753-0

11012647

ASSIGNMENT CONTRACT

THIS AGREEMENT, made as of the 25th day of September, 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 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 the following contracts, together with any and all modifications, supplements and amendments thereto, whether or not referred to above, being hereinafter called the "Original Contracts".

Santa Fe's Secretary's Contract No.	Location	Date	Description
PSF 1753	Kress, Texas	9/26/1917	Industry track agreement for 362 feet of track to serve an elevator;
PSF 3980	Kress, Texas	3/14/1928	Industry track agreement covering 545 feet of track to serve a grain elevator;
PSF 5587	Kress, Texas	6/23/1930	Industry track agreement covering construction, operation and maintenance of 420 feet of track to serve a grain elevator;
PSF 13707	Kress, Texas	1/15/1952	License for an electric supply line crossing at Mile Post 615+875.7;
PSF 17914	Kress, Texas	10/4/1960	Industry track agreement covering construction, operation and maintenance of 1,480.1 feet of trackage to serve grain storage facilities; and
PSF 19115	Kress, Texas	6/27/1963	Industry track agreement covering construction, operation and maintenance of 750 feet of trackage to serve grain elevators.

The parties have now agreed to the assignment to Assignee of all of the interest of Assignor in the Original Contracts, 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 Contracts.

IN CONSIDERATION of such assignment and the consent thereto of Santa Fe herein contained, Assignee hereby accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in the Original Contracts which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign the Original Contracts or any right or interest therein, nor sublet the property or any part thereof embraced in the Original Contracts, 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 performance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in the Original Contracts. As further consideration for Santa Fe's consent, Assignor shall pay to Santa Fe the sum of One Hundred Fifty and No/100 Dollars (\$150.00).

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 Contracts, 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]
Title Asst. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

By [Signature]
Title Board Pres.
(Assignor)

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

ATTEBURY GRAIN INC.

By [Signature]
Title Sec. Treas.
(Assignee)

CONTRACT FOR INDUSTRY TRACK

SANTA FE ORIGINAL

PS 19115

Agreement, Made this 27th day of June 19 63
 between PANHANDLE AND SANTA FE RAILWAY COMPANY,
 a Texas corporation, hereinafter called the "Railway Company"
 party of the first part, and KRESS FARMERS ELEVATOR COMPANY,
 a Texas corporation,
 hereinafter (whether one or more persons or corporations) called the "Industry",
 part y of the second part.

/relocate 111 ft of track, line over 83.7 ft of existing track/
RECITALS:—The Industry has requested the Railway Company to construct, operate and maintain a track
 or track extension, as the case may be, about - 750 - feet in length, hereinafter in its entirety referred
 to as "The Track," at or near the station of Kress, Swisher County, Texas,
 to serve a grain elevators

(hereinafter called the "Plant"), to be operated by the Industry. That portion of The Track, about - 750 -
 feet in length, which shall belong to the Railway Company, is shown by red coloring, and that portion of The Track,
 if any, which shall belong to the Industry, is shown by yellow coloring upon the print hereto attached, marked
 "Exhibit A" and made a part hereof, and said red and yellow colored portions are hereinafter for convenience sep-
 arately referred to as "Red Track" and "Yellow Track", respectively.

AGREEMENT:**ARTICLE I.**

In consideration of the covenants of the Railway Company, the Industry agrees as follow:

1. That it will and hereby does grant to the Railway Company for the term of this agreement, free of cost,
 a right of way, eight and one-half ($8\frac{1}{2}$) feet on each side of the center line thereof, for all that portion, if any, of
 The Track located on property belonging to the Industry, with the right to construct, maintain and operate The
 Track thereon, and where any part of The Track will lie on a public street or alley, or upon property belonging to
 third persons or corporations, that it will secure to the Railway Company by ordinance or grant, as the case may be,
 in form satisfactory to the Railway Company's counsel, and without cost to the Railway Company, the right to
 construct, maintain and operate The Track thereon, together with the right to remove the same; in the case of a
 grant, the right of way shall be eight and one-half ($8\frac{1}{2}$) feet on each side of the center line of The Track.

2. That it will pay to the Railway Company, in advance, the estimated cost of that portion of The Track be-
 yond the clearance point, about 750 feet in length

the cost so to be paid by the Industry
 being hereby estimated at Seven Thousand Three Hundred Ninety-four and 83/100ths -----
 Dollars (\$7,394.83). If the actual cost shall be more or less than such estimated cost, the difference shall
 be promptly paid by the Industry or repaid by the Railway Company, as the case may be.

3. That it will pay to the Railway Company, from time to time, within twenty (20) days after bills are rendered
 therefor, the entire cost (or an equitable share thereof in case other industries shall be served by The Track or a part
 thereof, or in case the Railway Company shall make any other use of The Track in the exercise of the right given it
 in Article III, Section 1) of maintaining and renewing that portion of The Track beyond the clearance point, the
 Railway Company to be the judge of the necessity for and character of maintenance required on The Track. It is
 understood that the expense of maintaining and renewing The Track shall include any expense to which the Rail-
 way Company may be put in the way of paving, sewers, crossing protection or other work, because of the existence
 of The Track. The term "The Track" as used in this Paragraph 3 shall include that portion of
 Track No. 2 of which the Red Track is an extension beyond its clearance point with the main
 4. That it will operate the Plant during the term hereof.

track.

5. The Industry agrees to indemnify and hold harmless the Railway Company for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about The Track; and if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

6. That it will 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 will observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; but, nevertheless, the Industry may erect loading platforms which shall not be higher than three (3) feet and six (6) inches above the top of the rails and which at no point shall be nearer than four (4) feet to the nearest rail of such track; provided, however, if by statute or order of competent public authority different clearances shall be required than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order. In case of a breach of these obligations, or any of them, the Industry assumes and agrees to indemnify the Railway Company against all liability for loss, damage, injury and death arising therefrom and to reimburse the Railway Company for any sums which the Railway Company may have been required to pay in the way of damages, fines, penalties or other expense resulting from the violation by the Industry of any statute or order as aforesaid.

ARTICLE II.

In consideration of the covenants of the Industry, and the faithful performance thereof, the Railway Company, subject to the provisions of Sections 2 and 3 of Article I hereof, agrees to construct and maintain The Track during the term of this agreement, unless its obligation so to maintain it may be sooner terminated as herein provided, and to transfer cars, loaded or empty, thereover to and from the Plant subject to any lawful charges that may be imposed by the Railway Company for such transfer.

ARTICLE III.

The parties mutually agree as follows:

1. The title to the Red Track and to all property furnished in the maintenance thereof shall be in the Railway Company. The title to the Yellow Track and to all property furnished in the maintenance thereof shall be in the Industry. The Railway Company shall have the right to use The Track for other than the express purpose of serving the Plant.

2. If the Industry shall fail for a period of six (6) months in any period of twelve months to operate the Plant, or shall fail or refuse to comply with or carry out any of the covenants or agreements herein contained, the Railway Company may, at its option, expressed in writing, terminate this agreement; but no termination shall release the Industry from any liability or obligation under this agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination.

3. Unless earlier terminated as herein provided, this agreement shall be in force for the term of ~~FOUR YEARS~~ ~~AND SIX MONTHS~~ from its date and thereafter until terminated by either party giving to the other six months' written notice of its desire to terminate the same. Upon such or any other termination, the Railway Company shall pay to the Industry the salvage value, at the time, of the materials in such portion of the Red Track as shall have been paid for by the Industry under the provisions of this agreement and the Railway Company shall have the right to remove the Red Track and every part thereof. This agreement shall also terminate forthwith in the event the Railway Company shall be dispossessed of the right to operate over any privately owned track of which The Track or any part thereof is an extension.

4. Any notice to be given by the Railway Company to the Industry hereunder shall be deemed to be properly served if the same be delivered to the Industry, or if left at the Plant with any of the agents, servants or employees of the Industry, or if posted on the Plant, or if deposited in the postoffice, postpaid, addressed to the Industry at

Kress, Texas.

5. In the event that the Industry embraces two or more persons or corporations, all the covenants and agreements of the Industry herein shall be the joint and several covenants and agreements of such persons or corporations.

6. All the covenants and provisions of this agreement shall be binding upon the successors, legal representatives and assigns of the Industry to the same extent and effect as the same are binding upon the Industry, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the Railway Company and to each and every person, firm or corporation which may hereafter own or be in possession of or operate the railroad of the Railway Company to the same extent and as fully as though such person, firm or corporation were specifically named in this agreement in the place and stead of the Railway Company; provided, however, no assignment hereof by the Industry, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Railway Company without the written consent of the President or a Vice-President of the Railway Company in each instance.

All the provisions of this Section 5 of Article I are expressly applicable during the operative period of this contract, including specifically the period during which The Track is being constructed.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

By *W. M. G. [Signature]*
Its ASSY. TO VICE-PRES. & GENERAL MANAGER

Approved:

As to Form

Belcher [Signature]
General Attorney.

As to Description:

E. L. Smith [Signature]
For Chief Engineer.

JUN 28 1963

KRESS FARMERS ELEVATOR COMPANY,

By *[Signature]*
Its President

(Attach print here.)

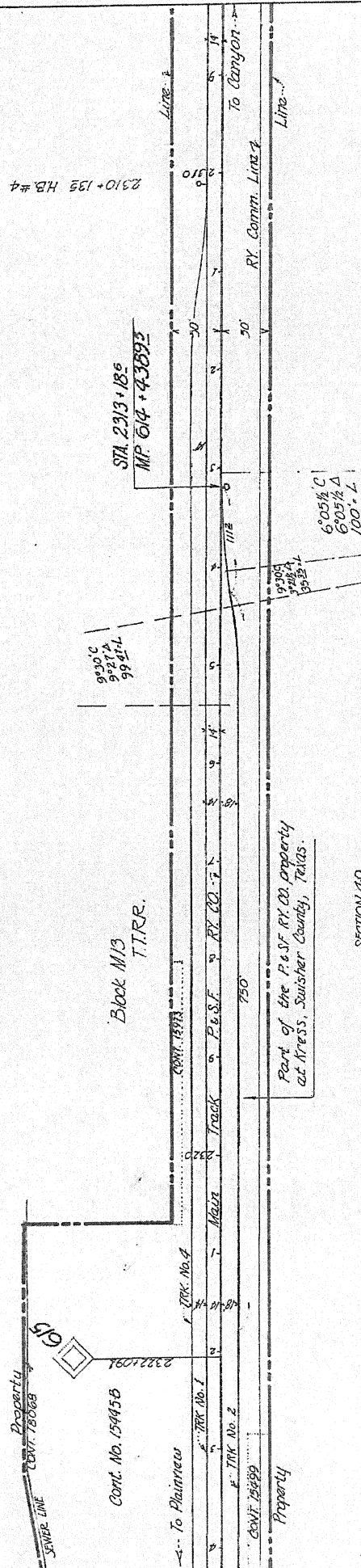
EXHIBIT "A"
TO CONTRACT BETWEEN
PANHANDLE AND SANTA FE RAILWAY COMPANY
PLAINVIEW DISTRICT
AND
KRESS FARMERS ELEVATOR COMPANY
Covering 150 ft. of Track Extension
at

KRESS, SWISHER COUNTY, TEXAS
D. E. O. SLATON, TEXAS, No. 7510

SCALE: 1" = 100'
DATED: June 21, 1963

Identified by

J. H. Taylor
For Division Engineer.



Description:
150 feet of Track Extension on Track No. 2
shown hereon by red color.

Par. 3
W.D. 1074

V-7
12
8 32 031

PSF 19115-A

11012647

ASSIGNMENT CONTRACT

THIS AGREEMENT, made as of the 25th day of September, 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 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 the following contracts, together with any and all modifications, supplements and amendments thereto, whether or not referred to above, being hereinafter called the "Original Contracts".

Santa Fe's
Secretary's

<u>Contract No.</u>	<u>Location</u>	<u>Date</u>	<u>Description</u>
PSF 1753	Kress, Texas	9/26/1917	Industry track agreement for 362 feet of track to serve an elevator;
PSF 3980	Kress, Texas	3/14/1928	Industry track agreement covering 545 feet of track to serve a grain elevator;
PSF 5587	Kress, Texas	6/23/1930	Industry track agreement covering construction, operation and maintenance of 420 feet of track to serve a grain elevator;
PSF 13707	Kress, Texas	1/15/1952	License for an electric supply line crossing at Mile Post 615+875.7;
PSF 17914	Kress, Texas	10/4/1960	Industry track agreement covering construction, operation and maintenance of 1,480.1 feet of trackage to serve grain storage facilities; and
✓ PSF 19115	Kress, Texas	6/27/1963	Industry track agreement covering construction, operation and maintenance of 750 feet of trackage to serve grain elevators.

The parties have now agreed to the assignment to Assignee of all of the interest of Assignor in the Original Contracts, 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 Contracts.

IN CONSIDERATION of such assignment and the consent thereto of Santa Fe herein contained, Assignee hereby accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in the Original Contracts which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign the Original Contracts or any right or interest therein, nor sublet the property or any part thereof embraced in the Original Contracts, 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 performance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in the Original Contracts. As further consideration for Santa Fe's consent, Assignor shall pay to Santa Fe the sum of One Hundred Fifty and No/100 Dollars (\$150.00).

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 Contracts, 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]
Title Asst. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

By [Signature]
Title Board Pres.
(Assignor)

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

ATTEBURY GRAIN INC.

By [Signature]
Title Sec. Treas.
(Assignee)

Form 1659 Standard

(Approved by General Solicitor)

General Manager's Copy

File No. 439054

CONTRACT FOR INDUSTRY TRACK

MAR 14 1928

Agreement, Made this _____ day of _____ 19____

between PANHANDLE AND SANTA FE RAILWAY COMPANY

a Texas corporation, hereinafter called the "Railway Company"
party of the first part, and JOHN W. ELLIOTT, an individual,

hereinafter (whether one or more persons or corporations) called the "Industry", party
of the second part.

RECITALS:—The Industry has requested the Railway Company to construct, operate and maintain a track or track extension, as the case may be, about 545 feet in length, hereinafter in its entirety referred to as "The Track," at or near the station of Kress, Swisher County, Texas, to serve a Grain Elevator

(hereinafter called the "Plant"), to be operated by the Industry. That portion of The Track, about 545 feet in length, which shall belong to the Railway Company, is shown by red coloring, and that portion of The Track, if any, which shall belong to the Industry, is shown by yellow coloring upon the print hereto attached, marked "Exhibit A" and made a part hereof, and said red and yellow colored portions are hereinafter for convenience separately referred to as "Red Track" and "Yellow Track", respectively.

AGREEMENT:

ARTICLE I.

In consideration of the covenants of the Railway Company, the Industry agrees as follows.

1. That it will and hereby does lease to the Railway Company, free of cost, a right of way, eight and one-half (8½) feet on each side of the center line thereof, for all that portion, if any, of The Track located on property belonging to the Industry, with the right to construct, maintain and operate The Track thereon, and where any part of The Track will lie on a public street or alley, or upon property belonging to third persons or corporations, that it will secure to the Railway Company by ordinance or lease, as the case may be, in form satisfactory to the Railway company's counsel, and without cost to the Railway Company, the right to construct, maintain and operate The Track thereon, together with the right to remove the same. In the case of a lease, the right of way shall be eight and one-half (8½) feet on each side of the center line of The Track.

~~2. That it will pay to the Railway Company, in advance, the estimated cost of that portion of The Track beyond the clearance point,~~

~~the cost so to be paid by the Industry being hereby estimated at~~

~~Dollars (\$ _____). If the actual cost shall be more or less than such estimated cost, the difference shall be promptly paid by the Industry or repaid by the Railway Company, as the case may be.~~

3. That it will pay to the Railway Company, from time to time, within twenty (20) days after bills are rendered therefor, the entire cost (or an equitable share thereof in case other industries shall be served by The Track or a part thereof, or in case the Railway Company shall make any other use of The Track in the exercise of the right given it in Article III Section 1,) of maintaining and renewing that portion of The Track beyond the clearance point, the Railway Company to be the judge of the necessity for and character of maintenance required on The Track. It is understood that the expense of maintaining and renewing The Track shall include any expense to which the Railway Company may be put in the way of paving, sewers, crossing protection or other work, because of the existence of The Track.

4. That it will operate the Plant during the term hereof.

5. That in recognition of the fact that the movement of railroad locomotives involves some risk of fire, the Industry hereby assumes all responsibility for and agrees to indemnify the Railway Company against loss or damage to property of the Industry, or to property upon its premises, regardless of the Railway Company's negligence, arising from fire caused by locomotives operated by the Railway Company on The Track or in its vicinity for the purpose of serving the Industry, except to the premises of the Railway Company and to rolling stock belonging to the Railway Company or to others and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway Company for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about The Track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

6. That it will 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 will observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; but, nevertheless, the Industry may erect loading platforms which shall not be higher than three (3) feet and six (6) inches above the top of the rails and which at no point shall be nearer than four (4) feet to the nearest rail of such track; provided, however, if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order. In case of a breach of these obligations, or any of them, the Industry assumes and agrees to indemnify the Railway Company against all liability for loss, damage, injury and death arising therefrom and to reimburse the Railway Company for any sums which the Railway Company may have been required to pay in the way of damages, fines, penalties or other expense resulting from the violation by the Industry of any statute or order as aforesaid.

ARTICLE II.

In consideration of the covenants of the Industry, and the faithful performance thereof, the Railway Company, subject to the provisions of Sections 2 and 3 of Article I hereof, agrees to construct and maintain The Track during the term of this agreement, unless its obligation so to maintain it may be sooner terminated as herein provided, and to transfer cars, loaded or empty, thereover to and from the Plant subject to any lawful charges that may be imposed by the Railway Company for such transfer.

ARTICLE III.

The parties mutually agree as follows:

1. The title to the Red Track and to all property furnished in the maintenance thereof shall be in the Railway Company. The title to the Yellow Track and to all property furnished in the maintenance thereof shall be in the Industry. The Railway Company shall have the right to use The Track for other than the express purpose for which it is constructed provided such use shall not materially interfere with the business of the Industry—
~~operated and maintained.~~

2. If the Industry shall fail for a period of Six months in any period of twelve months to operate the Plant, or shall fail or refuse to comply with or carry out any of the covenants or agreements herein contained, the Railway Company may, at its option, expressed in writing, terminate this agreement; but no termination shall release the Industry from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time such termination,

3. Unless earlier terminated as hereinbefore provided, this agreement shall be in force for the term of FOUR YEARS AND SIX MONTHS from its date and thereafter until terminated by either party giving to the other six months' written notice of its desire to terminate the same. Upon such or any other termination, the Railway Company shall pay to the Industry the salvage value, at the time, of the materials in such portion of the Red Track as shall have been paid for by the Industry under the provisions of this agreement and the Railway Company shall have the right to remove the Red Track and every part thereof.

4. Any notice to be given by the Railway Company to the Industry hereunder shall be deemed to be properly served if the same be delivered to the Industry, or if left at the Plant with any of the agents, servants or employees of the Industry, or if posted on the Plant, or if deposited in the postoffice, postpaid, addressed to the Industry at

Kress, Texas,

5. In the event that the Industry embraces two or more persons or corporations, all the covenants and agreements of the Industry herein shall be the joint and several covenants and agreements of such persons or corporations.

6. All the covenants and provisions of this agreement shall be binding upon the successors, legal representatives and assigns of the Industry to the same extent and effect as the same are binding upon the Industry, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the Railway Company and to each and every person, firm or corporation which may hereafter own or be in possession of or operate the railroad of the Railway Company to the same extent and as fully as though such person, firm or corporation were specifically named in this agreement in the place and stead of the Railway Company; provided, however, no assignment hereof by the Industry, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Railway Company without the written consent of the President or a Vice President of the Railway Company in each instance.

The PECOS AND NORTHERN TEXAS RAILWAY COMPANY
owner of the railroad and property now in the possession of PANHANDLE AND SANTA FE
RAILWAY COMPANY hereby consents to and approves
the making of the foregoing instrument with the understanding and upon the condition that if at any
time during the term thereof said owner shall take possession of said railroad and property, said owner
shall be substituted in the place and stead of PANHANDLE AND SANTA FE RAILWAY
COMPANY in said instrument and shall be entitled to the benefit of all
the covenants of the Industry and shall perform all the obligations of
PANHANDLE AND SANTA FE RAILWAY COMPANY in said instrument
set forth for and during the balance of any unexpired term thereof.

THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY

By (Signed)

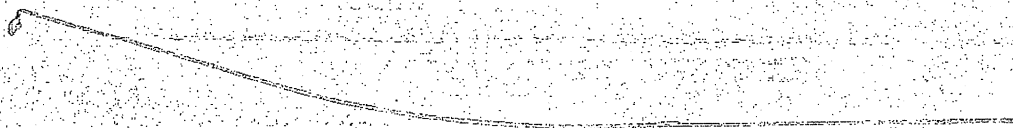
R. Hallison

Its Vice President

(Attach print here.)

P(

PQ



General Manager's Copy

File No. 439054COPY
ASSIGNMENT CONTRACTAGREEMENT, Made this 20th day of MAY, 19 39,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a TexasCorporation (hereinafter called "Railway Company"),
JOHN W. ELLIOTT,
an individual,(hereafter whether one party or more called "Assignor"), and
AMARILLO GRAIN EXCHANGE,
a Texas corporation,

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

RECITALS:

Railway Company and Assignor are now parties to a contract dated March 14th, 1938,Railway Company's Secretary's Contract No. 3980, relating to operation and maintenance of 645 feet of track at Kress, Swisher County, Texas, to serve a grain elevator,

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 the Original Contract and all rights of Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby 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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful performance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of April 25th, 19 39.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY,By (Sgd) H. B. LAUTZIts Vice-President and General ManagerAPPROVED AS TO FORM
TERRY, GUY & MILLS,

General Attorneys,

(Sgd) J. W. ELLIOTT

(Assignor)

AMARILLO GRAIN EXCHANGE,By (Sgd) H. L. WEARNSIts President

(Over)

(Assignee)

All or part of the property to which the foregoing instrument pertains is owned by THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY, hereinafter called "Owner", and, together with other physical property of Owner, is in the possession of PANHANDLE AND SANTA FE RAILWAY COMPANY, hereinafter called "Operating Company", under a lease authorizing the making of the foregoing instrument by Operating Company with the consent of Owner; and Owner hereby consents to and approves the making of the foregoing instrument with the understanding and upon the condition that if at any time during the term hereof Owner shall take possession of its railroad and property, it shall be substituted in the place and stead of Operating Company, and shall succeed to all of Operating Company's interest in said instrument for and during the remainder of any unexpired term thereof.

IN WITNESS WHEREOF, the Board of Directors of the PECOS AND NORTHERN TEXAS RAILWAY COMPANY, by Geo. H. B. LAUTZ its Vice-President

3980-6
COPY

THE ABOVE INCLOSED instrument pertains to the property of the PECOS AND NORTHERN TEXAS RAILWAY COMPANY, and is a copy of the original instrument as the same appears in the records of the Company.

RECEIVED
(The instrument was filed in the office of the County Clerk of the County of [blank] State of [blank] on the [blank] day of [blank] 19[blank].)

VERIFICATION COMPLETED
(The instrument was verified by the County Clerk of the County of [blank] State of [blank] on the [blank] day of [blank] 19[blank].)

General Manager's Copy

File No. 439054

SECRETARY'S CONTRACT NO. 3980-B

CANCELLED

--000--

BETWEEN

PANHANDLE AND SANTA FE RAILWAY COMPANY

AND

ANARILLO GRAIN EXCHANGE

AND

LESTER STONE

--000--

- SUPPLEMENTAL AGREEMENT -

Relating to use of certain trackage
at Kress, Swisher County, Texas.

DATED May 24th, 1939.

SUPPLEMENTAL AGREEMENT made this
20th day of MAY,
1939, between PANHANDLE AND SANTA
FE RAILWAY COMPANY, a Texas cor-
poration, hereinafter referred to
as "Railway Company", AMARILLO
GRAIN EXCHANGE, a Texas corpora-
tion, hereinafter referred to as
"Second Party", and LESTER STONE,
an individual, hereinafter re-
ferred to as "Third Party":
W I T N E S S E T H:

RECITALS:

On or about March 14th, 1928, the Railway Company and John W. Elliott entered into an agreement (Railway Company's Secretary's No. 3990), relating to the operation and maintenance of 546 feet of track serving grain elevator at Kress, Swisher County, Texas. The agreement of March 14th, 1928, was duly assigned with consent of Railway Company, to Second Party, by and through an instrument bearing date MAY 20th, 1939, (Railway Company's Secretary's No. 3990-A), the said agreement of March 14th, 1928, being hereinafter for convenience called the "Original Agreement", said term including any and all formal modifications, supplements and amendments.

AGREEMENT ARTICLE I.

Railway Company, in consideration of the covenants of Third Party hereinafter contained, and of the faithful keeping and performance by Third Party thereof, hereby consents to the use, during the term hereof, by Third Party, of The Track covered by terms of Original Agreement.

ARTICLE II.

Second Party, in consideration of the premises, hereby grants to Third Party the right to use, in common with itself, The Track covered by Original Agreement, during the term hereof.

ARTICLE III.

Third Party, in consideration of the premises and of the consent of Railway Company and Second Party to his use of The Track, as hereinbefore provided, hereby acknowledges himself bound by all of the terms, conditions and provisions of Original Agreement therein made binding upon Second Party hereto, and agrees that he will perform, carry out and abide by each and all of the same.

ARTICLE IV.

The parties mutually agree that this supplemental agreement shall be effective April 24th, 1939, and thereafter until terminated by the service by either party hereto upon the others of thirty (30) days written notice of its or his intention to terminate the same, provided that no assignment hereof by Third Party shall be effective without the written consent of Railway Company in each instance. No liability of Third Party arising hereunder, whether of indemnity or otherwise, shall be affected by any termination hereof.

IN TESTIMONY WHEREOF, the parties hereto have
executed this Supplemental Agreement in triplicate on the
day and year first above written.

PANHANDLE AND SANTA FE RAILWAY COMPANY,

By (Sgd) F. E. EDWARDS
Its ASST. TO VICE-PRES. & GENERAL MANAGER

AMARILLO GRAIN EXCHANGE,

By (Sgd) H. L. WERNERS
Its President

(Sgd) LESTER STONE

APPROVED AS TO FORM
Terry, Cavin & Mills,
General Attorneys.

ASSIGNMENT CONTRACT

3980-C

General Manager's Copy

File No. 439054

AGREEMENT, Made this 26th day of July, 19 43,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas

Corporation (hereinafter called "Railway Company"),
AMARILLO GRAIN EXCHANGE,
a Texas corporation,
(hereinafter whether one party or more called "Assignor"), and
SLONE GRAIN COMPANY, a partnership composed of
Jay Slone and W. K. McCaskill,
(hereinafter whether one party or more called "Assignee").

RECITALS:

Railway Company and Assignor are now parties to a contract dated March 14th, 1928

Railway Company's Secretary's Contract No. 3980, relating to operation and maintenance of
545 feet of track at Kress, Swisher County, Texas, to serve a grain elevator, which
contract was originally entered into between the Railway Company and John W. Elliott,
and thereafter assigned to Assignor by an instrument bearing date of May 20th, 1939,
Railway Company's Secretary's Contract No. 3980-A,

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 the Original Contract and all rights of Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby 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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful performance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of June 14th, 19 43.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

By (Sgd) G. C. Jefferis

Its Vice-President and General Manager

AMARILLO GRAIN EXCHANGE,

By (Sgd) J. E. Davis

Approved as to Form

(Sgd) Terry, Cavin & Mills

General Attorneys

Its President

(Assignor)

SLONE GRAIN COMPANY,

By (Sgd) Jay Slone

By (Sgd) W. K. McCaskill

(Partners)

(Assignee)

(over)

THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY, owner of all or part of the property now in the possession of PANHANDLE AND SANTA FE RAILWAY COMPANY to which the foregoing instruments pertain, hereby consents to and approves the making of the foregoing instrument.

THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY,

By Its Vice-President

SECRETARY

By Its Vice-President

WITNESSES

THAT ALLAN H. HARRISON, the undersigned, was selected by the directors of the Pecos and Northern Texas Railway Company to act as its agent in the execution of the foregoing instrument.

THE UNDERSIGNED

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS EXECUTED BY THE VICE-PRESIDENT OF THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Pecos and Northern Texas Railway Company at the City of El Paso, Texas, this 1st day of January, 1900.

ALLAN H. HARRISON, Secretary

WITNESSES

THAT ALLAN H. HARRISON, the undersigned, was selected by the directors of the Pecos and Northern Texas Railway Company to act as its agent in the execution of the foregoing instrument.

THE UNDERSIGNED

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS EXECUTED BY THE VICE-PRESIDENT OF THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY.

SECRETARY

WITNESSES

Hall 3 45 2M 2836
General Manager's Copy
File No. 439054

Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

P. & S. F. RY. CO.

SECRETARY'S NO. 3980-5

AGREEMENT, Made this 13th day of June, 1946,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas

Corporation (hereinafter called "Railway Company"),
SLONE GRAIN COMPANY, a partnership composed of Jay Slone,
of Portales, New Mexico, and W. K. McCaskill of Plainview, Texas,
(hereinafter whether one party or more called "Assignor"), and
MORTON GRAIN COMPANY, a partnership composed of Robert D. Morton,
of Kress, Texas, and W. K. McCaskill of Plainview, Texas,
(hereinafter whether one party or more called "Assignee").

RECITALS:

Railway Company and Assignor are now parties to a contract dated March 14th, 1943,

Railway Company's Secretary's Contract No. 3980, relating to operation and maintenance of 545 feet of track at Kress, Swisher County, Texas, to serve a grain elevator, which contract was originally entered into between the Railway Company and John W. Elliott, and thereafter assigned by instruments bearing dates and Railway Company's Secretary's Nos. as follows: May 20th, 1939, Contract No. 3980-A, and July 26th, 1943, Contract No. 3980-C,

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 the Original Contract and all rights of Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby 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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful performance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of May 21st, 1946.

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

APPROVED AS TO FORM
TERRY CAVIN & MILLS
General Attorneys

PANHANDLE AND SANTA FE RAILWAY COMPANY,

By (SGD) E. C. Jefferis

Its Vice-President and General Manager

SLONE GRAIN COMPANY,

By (SGD) Jay Slone

By (SGD) W. K. McCaskill
(Partners)

(Assignor)

MORTON GRAIN COMPANY,

By (SGD) Robert D. Morton

By (SGD) W. K. McCaskill
(Partners)

(Assignee)

(over)

THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY, owner of all or part of the property now in the possession of PANHANDLE AND SANTA FE RAILWAY COMPANY to which the foregoing instrument pertains, hereby consents to and approves the making of the foregoing instrument.

THE PECOS AND NORTHERN TEXAS RAILWAY COMPANY,
(Sgd) G. C. Jefferis

By its Vice-President

Copy
3980-C
0866

SANTA FE ORIGINAL
Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

Contract No. PSF 3980 E
Return to Secretary, The A. T. & S. F. Ry. Co. Topeka

AGREEMENT, Made as of the 3rd day of January, 19 72,
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware

Corporation (hereinafter called "Santa Fe"),
MORTON GRAIN COMPANY, a partnership composed of Robert D. Morton of Kress,
Texas, and W. K. McCaskill of Plainview, Texas,
(hereinafter whether one party or more called "Assignor"), and
KRESS FARMERS ELEVATOR COMPANY, a Texas corporation
(hereinafter whether one party or more called "Assignee").

RECITALS: as successor in interest to Panhandle and Santa Fe Railway Company
Santa Fe/and Assignor are now parties to a contract dated March 14, 1928

Santa Fe's Secretary's Contract No. P&SF-3980, relating to operation and maintenance of
about 545 feet of track to serve a grain elevator at Kress, Swisher County, Texas,
which contract was originally entered into between Santa Fe and John W. Elliott, an
individual, and thereafter duly assigned, amended and/or supplemented, with consent of
Santa Fe, by instruments bearing dates and Santa Fe's Secretary's Contract Nos. as
follows: May 20, 1939, Contract No. 3980-A; July 26, 1943, Contract No. 3980-C; and
June 13, 1946, Contract No. 3980-D,

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

Kress, Texas 79052

This agreement shall be effective as of September 24, 19 71.

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 J. A. Hill

Its Assistant to General Manager

MORTON GRAIN COMPANY

By: W. K. McCaskill

By: Robert D. Morton

(Assignor)

KRESS FARMERS ELEVATOR COMPANY

By: U. A. Banta

Its: President

(Assignee)

Santa Fe Original

PSF 3980-F

11012647

ASSIGNMENT CONTRACT

THIS AGREEMENT, made as of the 25th day of September, 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 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 the following contracts, together with any and all modifications, supplements and amendments thereto, whether or not referred to above, being hereinafter called the "Original Contracts".

Santa Fe's
Secretary's

<u>Contract No.</u>	<u>Location</u>	<u>Date</u>	<u>Description</u>
PSF 1753	Kress, Texas	9/26/1917	Industry track agreement for 362 feet of track to serve an elevator;
PSF 3980	Kress, Texas	3/14/1928	Industry track agreement covering 545 feet of track to serve a grain elevator;
PSF 5587	Kress, Texas	6/23/1930	Industry track agreement covering construction, operation and maintenance of 420 feet of track to serve a grain elevator;
PSF 13707	Kress, Texas	1/15/1952	License for an electric supply line crossing at Mile Post 615+875.7;
PSF 17914	Kress, Texas	10/4/1960	Industry track agreement covering construction, operation and maintenance of 1,480.1 feet of trackage to serve grain storage facilities; and
PSF 19115	Kress, Texas	6/27/1963	Industry track agreement covering construction, operation and maintenance of 750 feet of trackage to serve grain elevators.

The parties have now agreed to the assignment to Assignee of all of the interest of Assignor in the Original Contracts, 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 Contracts.

IN CONSIDERATION of such assignment and the consent thereto of Santa Fe herein contained, Assignee hereby accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in the Original Contracts which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign the Original Contracts or any right or interest therein, nor sublet the property or any part thereof embraced in the Original Contracts, 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 performance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in the Original Contracts. As further consideration for Santa Fe's consent, Assignor shall pay to Santa Fe the sum of One Hundred Fifty and No/100 Dollars (\$150.00).

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 Contracts, 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]
Title Asst. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

By [Signature]
Title Board Pres.
(Assignor)

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

ATTEBURY GRAIN INC.

By [Signature]
Title Sec. Treas.
(Assignee)

CONTRACT FOR INDUSTRY TRACK

Agreement, Made this 23rd day of June 1930
between PANHANDLE AND SANTA FE RAILWAY COMPANY
a Texas corporation, hereinafter called the "Railway Company",
party of the first part, and FARMERS MILL AND ELEVATOR COMPANY, a
Texas corporation,
hereinafter (whether one or more persons or corporations) called the "Industry", part
of the second part.

RECITALS:—The Industry has requested the Railway Company to construct, operate and maintain a track or track extension, as the case may be, about -420- feet in length, hereinafter in its entirety referred to as "The Track," at or near the station of Kress, Swisher County, Texas, to serve a Grain Elevator (hereinafter called the "Plant"), to be operated by the Industry. That portion of The Track, about -420- feet in length, which shall belong to the Railway Company, is shown by red coloring, and that portion of The Track, if any, which shall belong to the Industry, is shown by yellow coloring upon the print hereto attached, marked "Exhibit A" and made a part hereof, and said red and yellow colored portions are hereinafter for convenience separately referred to as "Red Track" and "Yellow Track", respectively.

AGREEMENT:

ARTICLE I.

In consideration of the covenants of the Railway Company, the Industry agrees as follows:

1. That it will and hereby does grant to the Railway Company for the term of this agreement, free of cost, a right of way, eight and one-half ($8\frac{1}{2}$) feet on each side of the center line thereof, for all that portion, if any, of The Track located on property belonging to the Industry, with the right to construct, maintain and operate The Track thereon, and where any part of The Track will lie on a public street or alley, or upon property belonging to third persons or corporations, that it will secure to the Railway Company by ordinance or grant, as the case may be, in form satisfactory to the Railway Company's counsel, and without cost to the Railway Company, the right to construct, maintain and operate The Track thereon, together with the right to remove the same; in the case of a grant, the right of way shall be eight and one-half ($8\frac{1}{2}$) feet on each side of the center line of The Track.

2. That it will pay to the Railway Company, in advance, the estimated cost of that portion of The Track beyond the clearance point, \$, - - - - -

- - - - - the cost so to be paid by the Industry being hereby estimated at FIVE HUNDRED TEN and 21/100ths Dollars (\$510.21). If the actual cost shall be more or less than such estimated cost, the difference shall be promptly paid by the Industry or repaid by the Railway Company, as the case may be.

3. That it will pay to the Railway Company, from time to time, within twenty (20) days after bills are rendered therefor, the entire cost (or an equitable share thereof in case other industries shall be served by The Track or a part thereof, or in case the Railway Company shall make any other use of The Track in the exercise of the right given it in Article III, Section 1) of maintaining and renewing that portion of The Track beyond the clearance point; the Railway Company to be the judge of the necessity for and character of maintenance required on The Track. It is understood that the expense of maintaining and renewing The Track shall include any expense to which the Railway Company may be put in the way of paving, sewers, crossing protection or other work, because of the existence of The Track.

4. That it will operate the Plant during the term hereof.

5. That in recognition of the fact that the movement of railroad locomotives involves some risk of fire, the Industry hereby assumes all responsibility for and agrees to indemnify the Railway Company against loss or damage to property of the Industry, or to property upon its premises, regardless of the Railway Company's negligence, arising from fire caused by locomotives operated by the Railway Company on The Track or in its vicinity for the purpose of serving the Industry, except to the premises of the Railway Company and to rolling stock belonging to the Railway Company or to others and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway Company for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about The Track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

6. That it will 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 will observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; but, nevertheless, the Industry may erect loading platforms which shall not be higher than three (3) feet and six (6) inches above the top of the rails and which at no point shall be nearer than four (4) feet to the nearest rail of such track; provided, however, if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order. In case of a breach of these obligations, or any of them, the Industry assumes and agrees to indemnify the Railway Company against all liability for loss, damage, injury and death arising therefrom and to reimburse the Railway Company for any sums which the Railway Company may have been required to pay in the way of damages, fines, penalties or other expense resulting from the violation by the Industry of any statute or order as aforesaid.

ARTICLE II.

In consideration of the covenants of the Industry, and the faithful performance thereof, the Railway Company, subject to the provisions of Sections 2 and 3 of Article I hereof, agrees to construct and maintain The Track during the term of this agreement, unless its obligation so to maintain it may be sooner terminated as herein provided, and to transfer cars, loaded or empty, thereover to and from the Plant subject to any lawful charges that may be imposed by the Railway Company for such transfer.

ARTICLE III.

The parties mutually agree as follows:

1. The title to the Red Track and to all property furnished in the maintenance thereof shall be in the Railway Company. The title to the Yellow Track and to all property furnished in the maintenance thereof shall be in the Industry. The Railway Company shall have the right to use The Track for other than the express purpose of serving the Plant.

2. If the Industry shall fail for a period of Six months in any period of twelve months to operate the Plant, or shall fail or refuse to comply with or carry out any of the covenants or agreements herein contained, the Railway Company may, at its option, expressed in writing, terminate this agreement; but no termination shall release the Industry from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination.

3. Unless earlier terminated as herein provided, this agreement shall be in force for the term of FOUR YEARS AND SIX MONTHS from its date and thereafter until terminated by either party giving to the other six months' written notice of its desire to terminate the same. Upon such or any other termination, the Railway Company shall pay to the Industry the salvage value, at the time, of the materials in such portion of the Red Track as shall have been paid for by the Industry under the provisions of this agreement and the Railway Company shall have the right to remove the Red Track and every part thereof. This agreement shall also terminate forthwith in the event the Railway Company shall be dispossessed of the right to operate over any privately owned track of which The Track or any part thereof is an extension.

4. Any notice to be given by the Railway Company to the Industry hereunder shall be deemed to be properly served if the same be delivered to the Industry, or if left at the Plant with any of the agents, servants or employees of the Industry, or if posted on the Plant, or if deposited in the postoffice, postpaid, addressed to the Industry at Kress, Texas,

5. In the event that the Industry embraces two or more persons or corporations, all the covenants and agreements of the Industry herein shall be the joint and several covenants and agreements of such persons or corporations.

6. All the covenants and provisions of this agreement shall be binding upon the successors, legal representatives and assigns of the Industry to the same extent and effect as the same are binding upon the Industry, and each and every covenant herein shall inure in favor of and run to the successors and assigns of the Railway Company and to each and every person, firm or corporation which may hereafter own or be in possession of or operate the railroad of the Railway Company to the same extent and as fully as though such person, firm or corporation were specifically named in this agreement in the place and stead of the Railway Company; provided, however, no assignment hereof by the Industry, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Railway Company without the written consent of the President or a Vice-President of the Railway Company in each instance.

SECT. 11. 5587

9

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

PANHANDLE AND SANTA FE

RAILWAY COMPANY

By

[Signature]
Vice-President

Approved:

As to Form

[Signature]
General Attorney

As to Description:

[Signature]
For Chief Engineer.

APR 23 1930

FARMERS MILL AND ELEVATOR COMPANY

By

[Signature]

Its

PRESIDENT

ATTEST:

[Signature] SECRETARY

Form 2760 Standard
(Approved by General Solicitor)
ASSIGNMENT CONTRACT

Sec'y's. No. 5587-a

RESE ORIGINAL

AGREEMENT, Made this 10th day of April, 19 44,
between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas

Corporation (hereinafter called "Railway Company"), FARMERS MILL AND ELEVATOR COMPANY, a Texas
corporation,

(hereinafter whether one party or more called "Assignor"), and PRODUCERS GRAIN CORPORATION, a Texas
corporation,

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

RECITALS:

Railway Company and Assignor are now parties to a contract dated June 23, 1930,

Railway Company's Secretary's Contract No. 5587, relating to construction, operation and
maintenance of about 420 feet of track to serve a grain elevator at Kress,
Swisher County, Texas,

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 the Original Contract and all rights of Assignor there-
under.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby
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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful perform-
ance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of April 15, 19 44.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

By [Signature]

Its Acting Vice President

FARMERS MILL AND ELEVATOR COMPANY

By [Signature]

Its Secretary & Manager
(Assignor)

PRODUCERS GRAIN CORPORATION

By [Signature]

Its President
(Assignee)

APPROVED AS TO FORM

General Attorney

(Approved by General Solicitor)

ASSIGNMENT CONTRACT SECRETARY'S NO. 5587-B

AGREEMENT, Made this 1st day of July, 19 48,
 between PANHANDLE AND SANTA FE RAILWAY COMPANY, a Texas
Corporation (hereinafter called "Railway Company"),
PRODUCERS GRAIN CORPORATION,
a Texas corporation,
 (hereinafter whether one party or more called "Assignor"), and
KRESS FARMERS ELEVATOR COMPANY,
a Texas corporation,
 (hereinafter whether one party or more called "Assignee").

RECITALS:

Railway Company and Assignor are now parties to a contract dated June 23rd, 1930,

Railway Company's Secretary's Contract No. 5587, relating to construction, operation and maintenance of about 420 feet of track to serve a grain elevator at Kress, Swisher County, Texas, which contract was originally entered into between the Railway Company and Farmers Mill and Elevator Company, a Texas corporation, and thereafter assigned to Assignor by instrument bearing date of April 10th, 1944, Railway Company's Secretary's Contract No. 5587-A,

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 the Original Contract and all rights of Assignor thereunder.

IN CONSIDERATION of such assignment and the consent of Railway Company herein contained, Assignee hereby 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 Railway Company in each instance.

IN CONSIDERATION of the premises and of the covenants of Assignee herein contained, and the faithful performance of the same, Railway Company consents to the assignment by Assignor to Assignee of 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.

This agreement shall be effective as of June 1st, 19 48.

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

PANHANDLE AND SANTA FE RAILWAY COMPANY,

By

Its Vice-President

PRODUCERS GRAIN CORPORATION,

By

Its Vice President

(Assignor)

KRESS FARMERS ELEVATOR COMPANY,

By

Its President

(Assignee)

(over)

APPROVED AS TO FORM

General Attorney

PSF 5587-C

11012647

ASSIGNMENT CONTRACT

THIS AGREEMENT, made as of the 25th day of September, 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 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 the following contracts, together with any and all modifications, supplements and amendments thereto, whether or not referred to above, being hereinafter called the "Original Contracts".

Santa Fe's
Secretary's
Contract No.

LocationDateDescription

PSF 1753	Kress, Texas	9/26/1917	Industry track agreement for 362 feet of track to serve an elevator;
PSF 3980	Kress, Texas	3/14/1928	Industry track agreement covering 545 feet of track to serve a grain elevator;
PSF 5587	Kress, Texas	6/23/1930	Industry track agreement covering construction, operation and maintenance of 420 feet of track to serve a grain elevator;
PSF 13707	Kress, Texas	1/15/1952	License for an electric supply line crossing at Mile Post 615+875.7;
PSF 17914	Kress, Texas	10/4/1960	Industry track agreement covering construction, operation and maintenance of 1,480.1 feet of trackage to serve grain storage facilities; and
PSF 19115	Kress, Texas	6/27/1963	Industry track agreement covering construction, operation and maintenance of 750 feet of trackage to serve grain elevators.

The parties have now agreed to the assignment to Assignee of all of the interest of Assignor in the Original Contracts, 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 Contracts.

IN CONSIDERATION of such assignment and the consent thereto of Santa Fe herein contained, Assignee hereby accepts said assignment and assumes and agrees to observe and discharge all of the conditions and obligations in the Original Contracts which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign the Original Contracts or any right or interest therein, nor sublet the property or any part thereof embraced in the Original Contracts, 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 performance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in the Original Contracts. As further consideration for Santa Fe's consent, Assignor shall pay to Santa Fe the sum of One Hundred Fifty and No/100 Dollars (\$150.00).

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 Contracts, 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]
Title Asst. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

By [Signature]
Title Board Pres.
(Assignor)

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

ATTEBURY GRAIN INC.

By [Signature]
Title Sec. Treas.
(Assignee)

EXHIBIT A
ATTACHED TO CONTRACT BETWEEN
PANHANDLE AND SANTA FE RAILWAY COMPANY
 SLATON DIVISION PLAINVIEW DISTRICT

AND
FARMERS MILL AND ELEVATOR COMPANY
 AT

KRESS, SWISHER **COUNTY, TEXAS.**
 Scale 1"=100'. D.E.O. Station Texas Date March 11, 1930.

Identified by *W. H. Dimmock*
 Division Engineer

Part of the station grounds
 of The P.B. & S. Railway Company
 of which the P.B. & S. Railway
 Company is lessee at Kress,
 Swisher County Texas.

GENERAL NOTES:

A 250 foot industrial track, the east turnout out of yard track No. 3
 opposite Mile Post 215 nine 885.3 feet and the west turnout out of
 track No. 3 is opposite Mile Post 215 plus 330.2 feet, at the Kress
 and Latham Grain Railway Company of which the Panhandle and Santa
 Fe Railway Company is lessee at Kress, Swisher County, Texas, as
 shown hereon by red line.
 230 feet of track, (red) to be constructed, maintained, owned and
 operated by the railway company.
 190 feet of track (red) to be constructed and maintained at the
 expense of the industry, to be owned and operated by the Railway
 Company.

