Form 1859 Standard (Announce by Constal Solicitor,)

CONTRACT FOR INDUSTRY TRACK

Agreement, Made this day of 191
between Panhandle and Santa Fe Railway Company (Write or etamp in full name of Company)
a corporation, hereinaster called the "Railway Company," and The Farmers Hill 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
about362= 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 lest in length, which, when constructed, shall belong to the Reilway 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 Rallway 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 thereog.
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, structures 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 employes of the Railway Company or otherwise.

6. At all times keep a space of six feet from the nearest rail of any railroad track entirely clear of structures, material and obstructions of every sort, but, nevertheless, the Industry may exect loading platforms which shall not be higher than three feet and six mehes 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.

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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

ARTICLE III.

The parties mutually agree as follows:

A

- 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.

Garantee	
proved , Panhanc	ile and Santa Te Railway Company
As to Form,	By Chippen
	by
General Attorney.	Its
As to Description,	The Farmers Hill and
Far Chief Engineer.	Elevator Company
For Smer Engineer.	By July Carlonner
JUL 2 5 48 V	Its Industri
	Det Maria Porce
The Pecos and Northern	Pexas Railway
Company, owner of the railroad Panhandle and Santa Fe Railway	and property now in the possession of Company,
hereby consents to and approves the m	taking of the foregoing instrument with the
understanding and upon the condition the	nat if at any time during the term thereof said
in the place and stead of the Fan	ad and property, said owner shall be substituted rendle and Banta ye
Lally as Company in seconstruct	ment and shall be enlitted to the penent of all
the covenants of the *HRGS - X - the Fanhandle and Santa Fe Rai	and shall perform all the obligations of Company
in said instrument set forth for and durin	ng the balance of any unexpired term thereof.
The Pecos a	nd Northern Texas Railway company

EXMIDIT-" *THE-FARMERS MILL WO. ELE VATOR - COMPANY * KRESS -SWISHER COUNTY-TEXAS JUNE 29,1917. SCALE I'-100' D.E.O. SLATON TEXAS IDENTIFIED DY ENGINEE TEXAS N_{2} 3629 feet of Spur Track extension to Industry Track number 3. of which the Panhandle And Santa Fe Railway Compani Is lessee, at a point opposite Mile Post 44 plus 12896 feet. at Kress, Swisher County, Texas. Spur track extension as shown per above red line

Santa Fe Form 1688 Standard (Approved by General Solicitor)

Anarillo, Texas, May 1, 1923192..

Stiffett with Sun was Added combond,
Kress, Texas.
lentlemen:
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 re-
leased from the obligation contained in that certain agree-
ment or lease datedSeptember 26, 1917 between
Panhandle.and Santa.FeRailwayCompany, and
Farmers Mill and Elevator Company.
- Mindry (1947) - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1970 - 1 Na ka
(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,
Itsics President & General Wanner

Hall 3 23 30M 3286

Form 2760 Standard (Approved by General Solicitor) ASSIGNMENT CONTRACT

(Assignes)

PWS	FORIGINAL Mode this 10th day of April 1944
	AGREEMENT, Made this total day of the between PANHANDLE AND SANTA FE RAILWAY COMPANY, B 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 Assigner in the Original Contract, upon
	the terms and conditions hereinafter set forth. AGREEMENT:
n all	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 Contract which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign Contract which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign Contract which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign 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 which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign 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 which are by the terms thereof to be observed and kept by Assignor, and Assignee further agrees not to assign the original contract which are the property of the terms of the Original Contract which are the or
***	Contract, without the written consent of Kanway Company in each instance, berein 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
ē	By NH Jank
	Helcting Vice President
	FARMERS/MILL AND ELEVATOR COMPANY
***	APPROVED AS 19 DONES BY A CHARLEN
*	2 Jan Mariager
۲	Reportal Atterneys (Assignor)
	PRODUCERS GRAIN CORPORATION
	In In Marshirch
	P. S. S. A

Form 2760 Standard

(Approved by General Solicitor)

ASSIGNMENT CONTRACT SECRETARY'S NO.

COFFMEN	IT, Made this	lst	day of	July	
etween	PANHANDLE AND	SANTA FE R	ATLWAY COMP	ANY, a Texas	with the state of
	(hereinafter called PRODUCERS GRA	"Railway Comp IN CORPORAT	any"),		
(hereinafter	a Texas corpo whether one party KRESS FARMERS	or more called "	Assignor"), and		
(hereinafter	a Texas corpo whether one party	ration, or more called "	Assignee").		
RECITAL	5:			Santami	new 26th 1917.
Railway	Company and Assi	gnor are now pa	rties to a contr	act dated <u>NCPOOM</u>	per 26th, 1917,
and main County, Company	tenance of abo Texas, which o	ut 362 feet contract was s Mill and gnor by ins	of track to originally Elevator Control Dear Track to the control of the control	o serve an eleva entered into b mnanv. a Texas (enstruction, operate tor at Kress, Swistween the Railway corporation, and the 11 10th, 1944, Rai
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to above, bei The par Contract, u <u>r</u>	ing hereinafter callerties have now agreed to the terms and co	d the "Original od to the assigni	contract. ment to Assigne		of Assignor in the Origin
AGREEM FOR V	ENT: ALTE RECEIVED	. Assignor here	by assigns to	Assignee the Original	Contract and all rights
Assignor the IN COI hereby acceptions in the further agree part thereof IN COI performance. IT IS A consist of the Contract.	ereunder. VSIDERATION of spbs said assignment Original Contract vises not to assign the embraced in the O NSIDERATION of of the same, Railw	such assignment and assumes are which are by the Original Contract riginal Contract the premises an ay Company con RSTOOD AND all the covenant	and the consent ad agrees to obset terms thereoff act or any right, without the without the without the without the as	of Railway Companerve and discharge all to be observed and ke or interest therein, neitten consent of Railwats of Assignee hereisignment by Assignor in the event either A	y herein contained, Assign of the conditions and oblig of by Assignor, and Assign or sublet the property or a ay Company in each instan a contained, and the faith to Assignee of the Origin ssignor or Assignee, or bo joint and several covenan
	1 7 77 1	fillia al af	June 1st	, 19	48.
IN WI	INESS WHEREOF	, the parties her	eto have execut	d this agreement in tr	iplicate the day and year fi
above writte	en.			ND SANTA FE RAII	
			and the control of t	// · // - ·	1911.4.4.4.
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PPROVED	AS TO CORM		ItsVice	-President	
10.41	11. 11. 11.	P	RODUCERS GR	AIN CORPORATION,	
General	Ayeorney	I I	01	megri	gledt
			/ Its/liee	President 🥢	
					(Assignor)
		K	RESS FARMER	S ELEVATOR COMP	WY,
			<u> </u>	Ep. Ep. 6	ve/
			Its	President	2"
		(0	wer)		(Assignes)

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	
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 employes 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

KRESS FARMERS ELEVATOR COMPANY

ATTEBURY GRAIN INC.

By Bobby Kichardson

Title Sec Ther

Rev. 10/90-1234V 2826/lt/11012647.569

Form 1659-C Standard (Approved by General Solicitor)

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CONTRACT FOR INDUSTRY TRACK

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- Dungs	-	27th day of June 19 63.
		D SANTA FE RATIWAY COMPANY,
		corporation, hereinafter called the "Railway Company"
party of the	first part, and KRESS	FARMERS ELEVATOR COMPANY,
	a. Texa	as corporation,
******		reinafter (whether one or more persons or corporations) called the "Industry",
part.y of the RECIT!	he second part. <u>rel</u>	locate 111 ft of track, line over 83.7 ft of existing track s requested the Railway Company to construct, operate and maintain a track
or track exte	nsion, as the case may b	be, about = 750 - feet in length, hereinafter in its entirety referred
to as "The T	'rack," at or near the sta	ation of Kress, Swisher County, Texas,
		rve x grain elevators
feet in length if any, which "Exhibit A"	 which shall belong to the shall belong to the In- and made a part hereof. 	be operated by the Industry. That portion of The Track, about
AGREEMEI	NI:	ARTICLE I.
In consi	deration of the covenant	ts of the Railway Company, the Industry agrees as follow:
a right of wa The Track le Track thereo third persons in form satis construct, m	ay, eight and one-half (8 ocated on property below, and where any part of or corporations, that it factory to the Railway aintain and operate The	es grant to the Railway Company for the term of this agreement, free of cost, $8\frac{1}{2}$) feet on each side of the center line thereof, for all that portion, if any, of enging to the Industry, with the right to construct, maintain and operate The of The Track will lie on a public street or alley, or upon property belonging to will secure to the Railway Company by ordinance or grant, as the case may be, Company's counsel, and without cost to the Railway Company, the right to e Track thereon, together with the right to remove the same; in the case of a tand one-half (8½) feet on each side of the center line of The Track.
		way Company, in advance, the estimated cost-of-that-pertion of The Track be-
yond the clea	arance point, about	750 feet in length
m militar		750 feet in length
	The second secon	and the second s
	engles from the land of the contract of the co	the cost so to be paid by the Industry
		housand Three Hundred Ninety-four and 83/100ths
Dollars (\$.7.	394.83). If the	e actual cost shall be more or less than such estimated cost, the difference shall repaid by the Railway Company, as the case may be.
therefor, the thereof, or in in Article III. Railway Con- understood t way Compan of The Track	entire cost (or an equital case the Railway Comp I, Section 1) of maintain many to be the judge of that the expense of main my may be put in the way by The term "The Try	ray Company, from time to time, within twenty (20) days after bills are rendered able share thereof in case other industries shall be served by The Track or a part pany shall make any other use of The Track in the exercise of the right given it ning and renewing that portion of The Track beyond the clearance point, the of the necessity for and character of maintenance required on The Track. It is ntaining and renewing The Track shall include any expense to which the Railay of paving, sewers, crossing protection or other work, because of the existence rack as used in this Paragraph 3 shall include that portion Track is an extension beyond its clearance point with the out during the term hereof.

- 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 employes or agents, to the person or property of the parties hereto and their employes, 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 tracle; 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 employes 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.

*	* *	
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IN WITNESS WHEREOF, th	e parties have executed this agreement in dup	olicate the day and year first above
written.		
	PANHANDLE AND SANTA FE	RAILWAY COMPANY
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*	By Jan 1922	<u> </u>
Approved:	₩	<i>y</i>
As to Form	Its ASS'7. 1	o vice-pres. & general manages
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Luly Muls General Attorney.		
General Attorney.	kress farmers el	EVATOR COMPANY,
As to Description:		
- 7	By //	THUM ON
ET. A. A.	The	resident
For Chief Engineer.	<u>Its</u> P	TESTMEHT.
) JUN 2 8 1963		
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	7.7566 9.7566 2.0666	5-	200.00 pm.		
BETWEN RAILWAY COMPANY PLAINVIEW DISTRICT TROCK EXTERSION KRESS, SWISHER COUNTY, TEXAS D. E. O. SLATON, TEXAS, No. 7510 Identified by For Division Engineer.	Black M/3 T.T.R.R.	Track " Push " RV CO -7 N 750	at Kress, Swisher County, Telas. SECTION 49	la L	
LE AND SANTA FE ARMERS PLEVAT COPPLING 730 ft. 9 at.	E 760011162	1 Tree No. 4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		Desoription. 1950 feet of Track Extension. on Track No.1. shown herean by red color.	
SLATON DIVISION KRESS KRESS DATED: Jun 21, 1963	South Court, 188688	To Patarew	Property	Desoription. 1950 feet shown hereon	

11012647



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	<u>Date</u>	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;
1,120	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 employes 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

KRESS FARMERS ELEVATOR COMPANY

Title

1-21

(Assignor)

AT & SF RY. CO.

ATTEBURY GRAIN INC.

Bobby Kul

Title Ser The

(Assignee)

Rev. 10/90-1234V 2826/1t/11012647,569

General Manager's Congression of the No. 43405

Form 1659 Standard
(Approved by General Solicitor)

CONTRACT FOR INDUSTRY TRACK

WAR 1 4 1928

Zigreement, Made this day of 19
between PANHANDLE AND SANTA FE RAILWAY COMPANY party of the first part, and JOHN W. WILLIOTT, 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.a._____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. ately referred to as "Red Track" and "Yellow Track", respectively.

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 $(8\frac{1}{2})$ 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. 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 ease 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.

existence of The Track.

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 employes or agents, to the person or property of the parties hereto and their employes, 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 sconer 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.
- 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 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 employes 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 etch instance.

1

Form 1625 Standard (APPROVED BY GENERAL SOLICITOR)

The PEGOS AND HORTHERN TEXAS RAILWAY COMPANY
owner of the railroad and property now in the possession of PAHHANDIE AND SANTA FE
owner of the railroad and property now in the possession of
RATIFAY CONDAMY 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
TANKER OF APPEARITHMENT OF THE PARTITION
shall be substituted in the place and stead of PANHANDIN AND SANTA WE RATIWAY
in said instrument and shall be entitled to the benefit of all
the covenants of the Industry and shall perform all the obligations of
PARHANDLE AND SANTA FE RAILWAY CONTANYin said instrument
set forth for and during the balance of any unexpired term thereof.
THE PECOS AND WORTHERS TEXAS RAILWAY COMPANY
By (Signed) Roballison
ItsVice President

(Attach print here.)





45 Hall 8 38 3 M 9046

General Manager's Copy

Form 2760 Standard (Approved by General Solicitor) ASSIGNMENT CONTRACT

File No. 43905

AGREEMENT, Made this.

day of.

PARHANDIZ AND GARTA FE HAILWAY COMPARY Corporation (hereinafter called "Railway Company"),

an individual,

(hereafter whether one party or more called "Assignor"), and AMANILLO GRAIN EXCHANGE,

a Texas corporation,

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

Railway Company and Assignor are now parties to a contract dated...

March 14th, 1008

operation and mainten-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 Assigner 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.

April Esth _, 19<u>59</u>. This agreement shall be effective as of....

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

> PANNAEDIS AND SAETA VI DAILEAY COUPANY. Vice-President and General Manager (Assignor) AMARILIO GRAIN MICHANGE. Ita Fresident (Assignee)

General Attorneys,

PPROVED AS TO FORM Try . The transmitter.

(Over)

All or part of the property to which the foregoing instrument pertains is owned by THE PECOS AND MORTHERS TAXAB RAILWAY COMPANY, hereinefter called "Coner", and, together with other physical property of Owner, is in the possession of Panhandis and Santa te railway company, hereinefter celled "Operating Company", under a lesse authorizing the making of which the foregoing instrument by Operating Company with the consent of Ganer; and Caner 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 shell be substituted in the place and stend of Operating Com-[bany o, and [aball succeed to all of Operating Company's interest ... do all and transport for and during the realinder of any unexplose of bourtern thereof.

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Radiver Company and Assignar are now particle to a relatively dated...

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VERICHMENT COMITION (Approved by Ceneral Solistion)

Form 2764 Standard -

P OTTER DAR VI BUSE

General Manager's Copy File No. 432054

338 I-B

SECRETARY'S CONTRACT NO.

CHICLLED

BUTWEN

PARHABULE AND SANTA PE RAILWAY COMPANY

AND

EDMARUKE HIARO OLITRAMA

AND

INSTER STORE

D D #

STPTITE AGENCAL AGENCALA

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

DATED MAY 24th, 1939.

CUPPLEMENTAL AGREEMENT made this

24th day of Annahola And Santa
1939, between Pannahola And Santa
FA RAILYAY COMPANY, a Texas corporation, hereinafter referred to
as "Railway Company", Amanillo
GRAIE EXCHANGE, a Texas corporation, hereinafter referred to as
"Becond Farty", and LESTER STONE,
an individual, hereinafter reforred to as "Third Party";
" I T M E S S E T N;

RECLEALES.

On or about March 14th, 1928, the Tailway Congany and John W. Elliett entered into an agreement (Mailway Company's Secretary's No. 3990), relating to the operation and maintenance of 545 feet of track serving grain elevator at Kress, Swisher County, Texas. The agreement of March 14th, 1923, was duly assigned with consent of Mailway Company, to Second Marty, by and through an instrument bearing date May 1923, 1939, (Mailway Company's Secretary's No. 3980-A), the said agreement of March 14th, 1928, being hereinafter for convenience called the "Griginal Agreement", said term including any and all formal modifications, supplements and amendments.

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

ANTICIA II.

becomd 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.

ANTIGIE III.

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 seme.

ANTICIA IV.

The parties mutually agree that this supplemental egreement shall be effective April 24th, 1939, and thereafter until terminated by the service by either party herato 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 Ferty shall be effective without the written consent of Railway Company in each instance. No limitation of Third Party arising hereunder, whether of indemnity or otherwise, shall be affected by any termination hereof.

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

PARHAMDIS AND SANTA DE RAILWAY COMPANY.

TY / JAN E EN WARDS

THE ASST. TO VICE FRES. & GENERAL MASSAGER

AMARILIO GRAIN EXCHANGE,

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Approved As To Form Terry, Cavin & Mills, General Attorneys.

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Hall 1 43 2M 6067	Form 2760 Standar	d	3980:	
General Manager's Copy	(Approved by General So		ود بادنه عابية بسيس سرويل	
Vile No. 439054	ASSIGNMENT CON	IIHACI		
AGREEMENT, Made this	Sothday of	July		43
	ianta pe ratlyay coma	NY, a Texas		
Corporation (hereinafter called "Rail AMMILLO GRAIN				
a Texas corpor	ition,			
(hereinafter whether one party or mo				
	PAY, a partnership e	ombosed or		•
Jay 51 one and in the confidence of the confiden	re called "Assignee").			• ‡
RECITALS: Railway Company and Assignor	are now parties to a contract da	ted March 14th	1928	•
Railway Company's Secretary's Cont 545 feet of track at Kra contract was originally and thereofter assigned Railway Company's Secret	es. Swisher County. T entered into between to Assignor by an ins	the Reilvey Compar trumset bearing d	grain elevator ly and John W.	. which Elliatt,
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said contract, together with any and above, being hereinafter called the The parties have now agreed to	"Original Contract."		• •	
the terms and conditions hereinafter s	et forth.	, mio importoro or imporebanor am		·
AGREEMENT:		* * *		
inder.	gnor hereby assigns to Assignee t			
IN CONSIDERATION of such accepts said assignment and assumes Contract which are by the terms ther the Original Contract or any right of Contract, without the written consen	eof to be observed and kept by rinterest therein, nor sublet the	arge all of the conditions and Assignor, and Assignee fur property or any part there	d obligations in the Or ther agrees not to	riginal assign
ance of the same, Railway Company	remises and of the covenants of consents to the assignment by As	ssignor to Assignee of the (Original Contract.	
IT IS MUTUALLY UNDERST two or more parties, all the covenants parties.	OOD AND AGREED that in the s and agreements herein shall be t	e event either Assignor or A he joint and several covens	assignee, or both, con nts and agreements o	sist of f such
This agreement shall be effective	as of June 14th	19 43	•	
IN WITNESS WHEREOF, the written.	parties hereto have executed this	agreement in triplicate th	e day and year first	above
	PANTANIA AND	BANTA PE RATIKAY (iom-ani	
	By (Sgd)G. C.			
		resident and Cone	cal Namezer	
	AMARITAD ORATH	TOTALITANIAN		

(Sgd) J. E. Davis Approved as to Form (Sgd) Terry, Cavin & Mills General Attorneys Prosident ... Its (Assignor) BLONE CHAIN COMPANY, By (Sgd) Jay Slone my (Sgd) W. K. McCaskill (Partners) (Assignee) (over)

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THE PECOS AND NONTHERN TEXAS RATIONAY COMPANY, owner of all or part of the property now in the possession of PANHANDLE AND SAUTA FE RAILMAY COMPANY to which the foregoing instruments pertain, hereby compents to end approves the making of the foregoing instrument.

Hau 3 46 2M 2035 General Manager's Copy

Form 2760 Standard (Approved by General Solicitor)

P. & S. F. DY. CO.

(Assignee)

ASSIGNMENT CONTRACT File No. 43905 13th AGREEMENT, Made this. PARTANDLE AND SANTA PR RATIONAY COMPANY, a Toure Corporation (hereinafter called "Railway Company"), SIDNE GRAIN COMPANY, a partnership composed of Jay Slone, of Portales, New Mexico, and W. K. McCaskill of Flainview, Texas, (hereinafter whether one party or more called "Assignor"), and MORTON GRAIN COMPANY, a partnership componed of Robert D. Morton, of Kross, Texas, and W. K. McCaskill of Plainvist, Texas, (hereinafter whether one party or more called "Assignee"). Forch 14th, 1948. Railway Company and Assignor are now parties to a contract dated____ ____, relating to operation and maintenance Railway Company's Secretary's Contract No.___ of 545 feet of track at Kress, Swisher County, Texas, to earle a grain elevator, which contract was originally entered into between the Reilway Company and John W. Elliett, and thereafter assigned by instruments bearing dates and Railway Company's Secretary's Nos. as follows: Bay 20th, 1939, Contract No. 3980-4, and July 26th, **1**943. 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. ___, 19__45. Par 21st This agreement shall be effective as of IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written. PANIAMOLE AND SANTA PE RATIFAY COMPANY. (SGD) G. C. Jefferis APPROVED AS TO FORM TERRY CAVIN & MILLS Vice-President and General Menacer General Attorneys SIONE CRAIN CONPANY. (SGD) Jay Slone W. K. McCaskil (Assignor) (Partners)

MERTON CHAIN COMPANY.

(aver)

(SGD) Robert D. Morton

THE PEGOS AND NOVINGEN TEXAS RAILWAY COMPANY, owner of all or part of the property now in the possession of PANHAMPLE AND SANTA FE HAILWAY COMPANY to which the foregoing instrument pertains, hereby consents to end approves the making of the foregoing instrument.

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THE PICOS AND (Bed) G. C. Jefferis

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SANTA FE ORIGINAL

Form 2760 Standard (Approved by General Solicitor) ASSIGNMENT CONTRACT

•	Assessment of the control of the con
i	Contract No. N 3980 E
į	Return to
	Secretary, The A. T. & S. F. Ry. Co. Topeka

(Assignee)

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,
lexas, 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 Contract.
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 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 performance of the same, Santa Fe consents to the assignment by Assignor to Assignee of all of Assignor's interest in 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
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
employes of Assignee, or if deposited in the Post Office, postpaid, addressed to Assignee at
Kress, Texas 79052
This agreement shall be effective as of <u>September 24</u> , 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 A. Liee
Its Assistant to General Manager
MORTON GRAIN COMPANY
By: 1100 farme
By: Robert S. Monton
(Assignor)
KRESS FARMERS ELEVATOR COMPANY
By: 11, 1), 1) en 1/10
Its: President

11012647



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	<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;
¹ 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 employes 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

KRESS FARMERS ELEVATOR COMPANY

(Assignor)

AT & SF RY. CO.

ATTEBURY GRAIN INC.

Rev. 10/90-1234V 2826/lt/11012647.569

P5

Form 1659 Standard (Approved by General Solicitor) Sec'y's. No. 5587

CONTRACT FOR INDUSTRY TRACK

Agreement, Made this.	23 nd	day of June	19 <i>30</i>
between PANHANDLE AND S.	ANTA FE RAILWAY COI	MPANY (كالموجود كيسوسيد والمراجون
a Texas	corporation, h	ereinafter called the "Railway	Company",
party of the first part, and FARM	ERS MILL AND ELEVA!	COR COMPANY, a	
	Texas corporat	ion	
hereinafter (wh	ether one or more persons or o	corporations) called the "Industr	ry", part y
of the second part.		e de la companya dela companya dela companya dela companya de la c	ing the property of the control of t
RECITALS:—The Industry has re			
or track extension, as the case may be	about -420-	feet in length, hereinafter in its	s entirety re-
ferred to as "The Track," at or near t			
to serve	a Grain Elevator		450
(hereinafter called the "Plant"), to be of feet in length, which shall belong to the I if any, which shall belong to the Indus "Exhibit A" and made a part hereof, and ately referred to as "Red Track" and "	try, is shown by yellow color I said red and yellow colored p	it portion of The Track, about- red coloring, and that portion of ing upon the print hereto attac portions are hereinafter for conve	of The Track, ched, marked enience separ-
AGREEMENT:	ARTICLE I.		X at
In consideration of the covenants of	f the Railway Company, the	Industry agrees as follows:	्राक्ष्मित्र । इस्ति । इस्तिम् इस्ति १८०५ -
1. That it will and hereby does gra a right of way, eight and one-half (8½). The Track located on property belonging Track thereon, and where any part of Third persons or corporations, that it will in form satisfactory to the Railway Co construct, maintain and operate The Track grant, the right of way shall be eight.	feet on each side of the center g to the Industry, with the ri he Track will lie on a public secure to the Railway Compa mpany's counsel, and without ack thereon, together with the and one-half (8½) feet on each	line thereof, for all that portages to construct, maintain and street or alley, or upon property my by ordinance or grant, as the tost to the Railway Company he right to remove the same; in side of the center line of The T	on, if any, of operate The y belonging to a case may be, the right to n the case of Irack.
2. That it will pay to the Railway	Company, in advance, the est	imated cost of that portion of I	The Track be-
yond the clearance point, 5,	gang ang asis was than also also sign attention speed.	(plan (plan mod) 60% (plan) 5007 (60%) 600 (600) 600	
			et i jaro ja sentra ja jarot ja sentra ja jarot ja jarot ja jarot ja jarot ja jarot ja jarot jarot ja jarot j Konstantin jarot jar
tion day not cop you not took took bigg class	والأن الأنفاذ المعادلة المعادل	tion and and the same and the same party party.	
200 VOI DOI 100 100 100 200 100 100 100 100 100 100	quart total state state shall shall shall state of	the cost so to be pai	
dustry being hereby estimated at FI	WE HUNDRED TEN and	21/100ths	
Dollars (\$510 • 21). If the act be promptly paid by the Industry or rej	tual cost shall be more or less caid by the Railway Compan	than such estimated cost, the d y, as the case may be.	ifference shall
3. That it will pay to the Railway dered therefor, the entire cost (or an equivalent a part thereof, or in ease the Railway Cogiven it in Article III, Section 1) of magnitude the Railway Company to be the Track. It is understood that the expension the Railway Company may be put of the existence of The Track.	itable share thereof in case off ompany shall make any other aintaining and renewing that judge of the necessity for an use of maintaining and renew it in the way of paving, sewen	ner industries shall be served by use of The Track in the exercis portion of The Track beyond I character of maintenance req ring The Track shall include ar	The Track or e of the right the clearance juried on The many expense to

Wys. Nr. 5587

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 employes or agents, to the person or property of the parties hereto and their employes, 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 employes 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.

Surf. W. S. 3.3.7

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IN WITNESS WHEREOF, the part	es have executed this agreement in duplicate the day and year first above
written.	PANHANDLE AND SANTA FE RAILWAY COMPANY
	By
Approved:	Its. Vice-President
As to Form Reco Tibughish General Attorney	FARMERS MILL AND ELEVATOR COMPANY
As to Rescription:	By & Buhrhuh
For Chief Engineer.	Its PRESIDENT
APR 23 1930	ATTEST Lorothea Buhrkuhl HEORETARY
	· (a)

Form 2760 Standard (Approved by General Solicitor) ASSIGNMENT CONTRACT

Sec'y's, No. 5587-a

SSF ORIGINAL

10 N.S.4	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,
1 (1) 1 (2) 1 (2)	said contract, together with any and all modifications, supplements and amendments thereto, whether or not referred to above, being hereinafter called the "Original Contract."
ding.	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.
141	AGREEMENT:
- 1 a s - 2	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 performance of the same, Railway Company consents to the assignment by Assigner to Assignee of the Original Contract. IT IS MUTUALLY UNDERSTOOD AND AGREED that in the event either Assigner 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 RATIWAY COMPANY
	By. All Market
	Its Acting Vice President
	FARMERS MILL AND ELEVATOR COMPANY
	By Wellskill
	The Secretary & Manager
APF	
	PRODUCERS GRAIN CORPORATION
V	Reportal Allermonth U. By F.J. Maykingh
	Its President
	(Assignes)

Hall 9 47 2M 6071

Form 2760 Standard

(Approved by General Solicitor) ASSIGNMENT CONTRACTSECRETARY'S NO.

AGREEME	NT. Mad	e this	lst		_day of	July	والمراجع والم والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراج	, 19	48,
between			d santa f	E RAILWAY	COMPANY,	a Texas		<u> Andrews Andrews and State</u>	
Corporation			d "Railway AIN CORPO	Company"), RATION,					
(hereinafter	r whether	one part	oration, y or more cal S ELEVATO	led "Assignor R COMPANY	r"), and				
(hereinafte)	a Texa whether	as corp	oration, y or more cal	led "Assigned	a").				
RECITAL Railway		ny and As	signor are no	w parties to	a contract d	ated Jur	e 23rd, 1	930,	
and main Swisher (Railway (thereafte	tenance County Company or ass	e of ab Texas and F igned t	out 420 f , which c	eet of tr ontract w ll and El r by inst	ack to se as origin evator Co rument be	rve a gra ally ente mpany, a aring dat	red into Texas cor	ction, opera or at Kress, between the poration, ar 1 10th, 1944	nd
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eath contrac	t togeth	an with a	ny and all mo	difications, su	pplements ar	id amendmen	ts thereto, wh	ether or not refe	rred
to above, be	ing herei rties hav oon the t	nafter cal e now agi	led the "Orig	inal Contract signment to	 Assignee of			gnor in the Orig	
FOR V	ALUE I	1						t and all rights	
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TOTAL	wo or mo	re partie	s, all the cove	ND AGREE	D that in the greements he	rein shall be	the joint an	r Assignee, or b	oth, ants
This ag IN WI'd above writte	INESS 1	shall be o	effective as o		executed the	s agreement	, 19 <u>48</u> in triplicate tl	he day and year	first
above write	211.		I	ANHANDLE	AND WAT	y fe raiz	WAY COMPAN	Ψ,	حشوشت
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APPROVED	A3 10	1 Onia		PRODUCE	RS GRAIN	CORPORATI	ON, /		
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	(/ It:	Liel	Presid	ent		
			and the second s	kress f	armers el	EVATOR CO	MPANY,	(Assignor)	
				Ву	Ý	E. E.	box	6	
			٠	Its		Presi	dent		
			•	(omer)	<u> </u>		Marian Carana Caran	(Assignee)	

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.	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;
Lane.	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 employes 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, 1997

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 Titlest. Director-Asset Management

KRESS FARMERS ELEVATOR COMPANY

(Assignor)

AT & SF RY CO.

ATTEBURY GRAIN INC.

Rev. 10/90-1234V 2826/lt/11012647.569

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