### **ELEVATOR ACCESS AGREEMENT**

This Elevator Access Agreement (the "Agreement") is executed as of January 1, 2025 (the "Execution Date"), by and among AMA Communications, LLC ("AMA"), a Texas limited liability company, and Attebury Grain, LLC ("Attebury"), a Texas limited liability company.

### **RECITALS**

- A. Attebury owns the grain elevator facilities and surrounding property (the "Elevator") listed on the attached Exhibit A;
- B. AMA has installed and maintained telecommunications equipment in attached Exhibit G (the "Equipment") on the Elevators to provide wireless Internet access and communication services to its customers pursuant to a written Elevator Access Agreement dated May 22, 2020 (as amended or supplemented, the "2020 Agreement") which had a term ending December 31, 2024; and
- C. AMA and Attebury desire to extend and restate the 2020 Agreement in full as set forth herein and in certain other similar Elevator Access Agreements of even date and related to other Elevators.

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the recitals above, which are made a contractual part hereof, the parties agree as follows and, except for the provisions of this Agreement that are specifically described to be effective on or after the Execution Date, this Agreement shall be effective as of January 1, 2025 (the "Effective Date") and, as of the Effective Date, shall completely restate and replace the 2020 Agreement except as described in Recital C, above:

1. <u>Installation of Equipment</u>. Attebury agrees to allow AMA to continue to install, operate, repair, maintain, replace, and remove Equipment in and on the Elevators. AMA guarantees that all equipment shall be intrinsically safe to operate in, on and around grain dust and the elevators. After the Execution Date, the installation of Equipment by AMA shall be performed according to plans approved by Attebury whose approval shall not be unreasonably withheld, conditioned, or delayed. In addition, Attebury agrees to provide right of ingress and egress across and to the Elevators and Equipment three hundred sixty-five (365) days a year on a twenty-four (24) hour basis, as set out in Paragraphs 5 and 8 below, and to provide reasonable electricity for the operation of the Equipment without additional charge to AMA.

Attebury shall not be responsible for any theft or damage to the Equipment, except that notwithstanding anything else in this Agreement, Attebury shall be responsible for proven theft by Attebury or an employee, contractor, or agent of Attebury or proven intentional action of Attebury or an employee, contractor, or agent of Attebury for damage to the Equipment, but shall not be liable for any injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including attorney's fees and other fees and court and other costs) occurring as a result of any acts or omissions of AMA, its agents, contractors, employees, invitees, licensees, visitors,

representatives or Equipment. Injury shall mean harm to or impairment or loss of property or its use, or harm to or death of a person. AMA acknowledges that Attebury, at its sole discretion, shall continue to use and operate the Elevators and its rooftops and equipment rooms during the Term of this Agreement. AMA and Attebury agree to not unreasonably interfere with the other's activities on or near the Elevators.

- 2. Location of Equipment and Acceptance of Premises. The areas permitted for the placement of AMA's Equipment (the "Leased Premises") shall be those portions of the rooftops of the Elevators and those portions of the Elevators' equipment rooms that are reasonably acceptable to Attebury and AMA. By taking possession of the Leased Premises, AMA accepts the Leased Premises in their present condition "AS IS" and agrees that the Leased Premises are suitable for its purposes. Equipment that is located on the Elevators as of the Execution Date are in locations which are allowed by this Agreement and are acceptable to Attebury, and such installations have not damaged the Elevators.
- 3. <u>Term.</u> This Agreement shall remain in effect beginning on the Effective Date and continuing through December 31, 2027 (the "Term"). At the end of the Term, the Agreement shall terminate; provided that obligations arising or that relate to the period prior to termination shall survive for all purposes.
- 4. Rent and other Compensation. AMA agrees to pay Attebury for the use of the Leased Premises during the Term as follows:
  - A. AMA shall pay to Attebury the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per calendar month of the Term;
  - B. AMA shall provide without cost to Attebury the services described in Exhibit D until the Agreement is terminated or the applicable Elevator is condemned, destroyed, or otherwise unavailable to AMA, whichever is earlier. AMA's obligation to provide such services with respect to the subject Elevator(s) shall terminate upon termination of this Agreement;
  - C. Beginning on the Execution Date, AMA shall pay and reimburse Attebury for all reasonable expenses incurred by Attebury as a result of AMA's installation, operation, repair, maintenance, replacement or removal of its Equipment, any such expenses to be approved by AMA before being incurred, and AMA agrees not to unreasonably withhold its approval and shall reply to Attebury's request within two business days after receipt of Attebury's request; and

AMA will remit all amounts due Attebury under this Agreement payable to Attebury Grain, LLC at 2025 South Hughes Street, Suite 100, Amarillo, Texas 79109, or to such other person or place as Attebury may later designate in writing. AMA must pay all amounts timely without demand, deduction, or offset, except as permitted by law or this Agreement. In addition to all other remedies available to Attebury under this Agreement or at law, if any check of AMA is returned to Attebury by the institution on which it was drawn, Attebury, after providing written notice to AMA, may require AMA to pay subsequent amounts that become due under this Agreement in

certified funds. This paragraph does not limit Attebury from seeking other remedies under this Agreement for AMA's failure to make timely payments with good funds. If Attebury does not actually receive a payment at the designated place of payment within ten days after the date it is due, AMA will pay Attebury a late charge equal to 5% of the amount due. The late charge is a cost associated with the collection of rent, and Attebury's acceptance of a late charge does not waive Attebury's right to exercise the remedies under Paragraph 12.

5. Repairs and Maintenance. AMA shall promptly repair, replace (if necessary) and maintain the Equipment placed in and on the Elevators in an intrinsically safe condition and in good repair. Except for emergency repairs and after the Execution Date, AMA agrees to notify Benjamin Smith via email at bsmith@attebury.com, and/or any other person as designated by Attebury 7 business days prior to performing maintenance on the Equipment, moving the Equipment, or installing replacement, new or additional Equipment, providing a reasonable description of the work to be performed, equipment to be installed, additional square footage needed, and the individuals performing it. If Attebury does not object to the plans within five business days, for safety or expansion of current footprint, AMA may proceed to contact Attebury as per Paragraph 8.

Should Attebury deem additional rent be charged by an expansion of AMA footprint, Attebury shall notify AMA of said proposed increase within the same five business day period. Installation of the expansion shall serve as AMA acceptance of the proposed increase. Notwithstanding the foregoing, in no event shall either of the following give rise to a claim for additional rent: (i) replacement of existing Equipment with Equipment of a similar size and dimensions; or (ii) relocating Equipment on the Leased Premises to a location approved in advance by Attebury. Prior to AMA entering the Leased Premises for any reason, each and every person entering must legibly complete the sign-in/sign-out sheet described in the attached Exhibit E. AMA list of those persons who may enter the Leased Premises on behalf of AMA and their contact information is listed on the attached Exhibit F. With the consent of Attebury, which may not be unreasonably withheld, conditioned, or delayed, Exhibit F may be updated form time to time by AMA upon not less than 7 days' advance notice to Attebury. Upon installation of replacement or new equipment, AMA shall furnish Attebury with a photo of said equipment, which shall serve as an amendment to Exhibit G.

Attebury shall, at its sole expense, maintain access to the Leased Premises in reasonable condition. At those sites with functional manlifts, AMA may make use of that equipment. Attebury is not required to maintain, and AMA shall not demand that Attebury maintain, the manlifts for AMA's exclusive benefit.

6. Obligations of AMA. AMA understands and agrees that the sole purpose for its use of the Leased Premises shall be restricted to the installation, operation, and maintenance, at its expense (except as otherwise specifically provided herein), of the Equipment. AMA shall not use the Leased Premises, or permit its use, for any purposes in violation of federal, state or local laws or regulations, including but without limitation to those laws and regulations related to air quality, water quality, hazardous material, wastewater, waste disposal, permanent or temporary storage of any hazardous material, or other environmental matters. Hazardous material means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as

defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing upon the execution of this Agreement or later enacted.

AMA shall not be responsible for maintaining or repairing the buildings housing the Leased Premises except to the extent that AMA, its agents, contractors, employees, invitees, licensees, visitors or representatives cause any damage to the Elevators, ordinary wear and tear from legal uses excluded. AMA shall promptly repair any such damage to the Elevators and shall pay or reimburse Attebury for any associated fines, fees or other reasonable costs. As of the Execution Date there is not any damage to the Elevators and Attebury has no actual knowledge of any fines, fees, or other costs for which Attebury may seek payment or reimbursement from AMA. AMA shall ensure that all of its Equipment is in proper operating condition and within industry accepted safety standards. All operations and actions by AMA shall be lawful and in compliance with all applicable rules and regulations of the Federal Communications Commission (FCC), Occupational Safety and Health Administration (OSHA), or any other governing entity as applies to AMA.

- 7. <u>Interference with or by Equipment</u>. Attebury agrees not to interfere with, harm, disassemble, or otherwise disrupt the hardware, software, or Internet access or services provided by AMA's Equipment without AMA's written consent. AMA shall use its best efforts to ensure that the Equipment operates within technical parameters specified by their manufacturers and/or as defined by the FCC. Attebury agrees not to install or allow any third party to install equipment on the Elevators that could reasonably be expected to interfere with AMA's equipment.
- 8. Normal and Emergency Access. Attebury agrees to provide twenty-four (24) hour access to the Equipment for emergency maintenance and repairs with proper notice as set forth below. The Attebury Normal and Emergency Access contact information is listed on the attached Exhibit C. Inside of Normal Business Hours (defined below), within one (1) hour of speaking with the corresponding Leased Premises contact in Exhibit C, Attebury will provide access starting no earlier than 8:00AM and ending no later than 5:00PM Monday through Friday, Federal Holidays excluded (Martin Luther King, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year), hereon "Normal Business Hours". Outside of Normal Business Hours, Attebury will provide AMA access thereto on an emergency basis, solely to repair or replace existing equipment, within three (3) hour after AMA speaks with the corresponding Leased Premises contact in Exhibit C. Access to the Leased Premise outside of normal business hours shall incur an initial charge to AMA of \$250.00. If AMA is onsite of business hours for more than two (2) hours, each additional hour shall incur an initial charge to AMA of \$200 per hour or fraction thereof as evidenced by the completed sign-in/sign-out sheet in attached Exhibit E.
- 9. <u>Proprietary Information</u>. Neither party shall disclose any information of the other party that is proprietary or confidential to any third party (other than its affiliates, employees, or representatives who need to know such information, it being understood that such parties shall be informed of the confidential nature of such information and shall be directed to treat such information confidentially in accordance with this Agreement, and the parties hereby agree to be responsible for compliance with this Agreement by any of its affiliates, employees, or representatives) unless (a) the original disclosing party has consented to the disclosure and the

third party executes a confidentiality agreement, (b) the information has come into the public domain through no fault of AMA or Attebury, as the case may be, (c) the information is otherwise developed by or in the possession of AMA or Attebury, as the case may be, free of any obligation of confidentiality, or (d) as required by law or judicial process, provided that the party so required gives the other party reasonable advance notice of such request or requirement and an opportunity to seek a protective order or other appropriate remedy, at such other party's expense.

- 10. <u>No Warranties</u>. Each party makes no claims or warranties, express or implied, including (but not limited to) any warranties of merchantability or fitness for any particular purpose. Attebury shall not be liable for any latent or patent defect in the Leased Premises.
- 11. <u>Indemnity and Insurance</u>. AMA agrees to indemnify, defend, and hold harmless Attebury, its officers, agents, employees, and representatives from and against any injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including reasonable attorney's fees and other fees and court and other costs) occurring as a result of any acts or omissions of AMA and its officers, agents, contractors, employees, invitees, licensees, visitors or representatives arising out of AMA's use and occupancy of the Elevators. The indemnity contained in this paragraph (a) is independent of AMA's insurance and (b) will survive the end of the Term but will not apply to the extent an injury is caused by the negligence or willful misconduct of Attebury. Injury shall mean harm to or impairment or loss of property or its use, or harm to or death of a person.

Attebury agrees to indemnify, defend, and hold harmless AMA, its officers, agents, employees, and representatives from and against any injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including reasonable attorney's fees and other fees and court and other costs) occurring in any portion of the Elevators as a result of any acts or omissions of Attebury, its officers, agents, contractors, employees, invitees, licensees, visitors or representatives. The indemnity contained in this paragraph (a) is independent of Attebury's insurance and (b) will survive the end of the Term. Injury shall mean harm to or impairment or loss of property or its use, or harm to or death of a person.

Any party seeking indemnification shall give reasonable notice to the other party of any such claim, loss, action, damage, expense or other liability.

AMA shall continuously maintain in full force and effect a minimum of the following policies of insurance: (a) a policy of commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, (b) a policy of insurance covering owned, hired and non-owned automobile liability with combined single limit of one million dollars (\$1,000,000), and (c) a workers compensation and employers' liability policy of insurance with the minimum statutory limits, all covering AMA's work and operations upon the Leased Premises. AMA shall cause Attebury and Attebury Companies, Inc., a Delaware corporation, (collectively, "Attco") to be added to the commercial general liability and automobile liability policies as an "additional insured" and all three policies must contain waivers of subrogation of claims against Attco. Any endorsements must not be endorsed to exclude the sole negligence of Attco from the definition of "insured contract" and must not exclude coverage for the sole or contributory ordinary negligence of Attco. The form of

any such endorsement for "additional insured" and waivers of subrogation of claims must be in substantially the same form as the attached Exhibit H. The insurer, as well as the form and substance of the insurance, shall be reasonably satisfactory to Attoo and shall provide that Attoo be notified thirty (30) days prior to cancellation, material modification or non-renewal. AMA shall provide Attoo annually and at any other time upon Attoo's request, which may be made no more often than quarterly, with a certificate of insurance evidencing AMA's fulfillment of the requirements of this paragraph and the first such certificate, along with the endorsements referenced above, shall be provided by the Execution Date. Notwithstanding any other remedies herein for AMA's failure to comply with this provision, AMA shall incur a penalty of \$500 per day for each day it fails to provide the requisite certificates of insurance when due.

### 12. Defaults.

- A. If Attebury fails to comply with this Agreement within thirty days after AMA notifies Attebury of Attebury's failure to comply, Attebury will be in default and AMA may terminate this lease without penalty and/or seek any other remedy provided by law. If, however, Attebury's non-compliance reasonably requires more than thirty days to cure, Attebury will not be in default if the cure is commenced within the thirty-day period and is diligently pursued.
- B. If, after the Execution Date, Attebury does not actually receive at the place designated for payment any rent or other compensation due under this Agreement within ten days after it is due, AMA will be in default. If, after the Execution Date, AMA fails to comply with this Agreement for any other reason within 30 days after Attebury notifies AMA of its failure to comply, AMA will be in default.
- C. If AMA is in default as a result of the nonpayment of rent or other compensation and fails to cure such default within 10 days after notice of default, Attebury may terminate AMA's right to occupy the Leased Premises by providing AMA with at least 30 days written notice. If AMA is in default for any other reason and fails to cure such default within 30 days after notice of the default is given by Attebury, Attebury may terminate AMA's right to occupy the Leased Premises by providing AMA with at least ninety days written notice. If, however, AMA's non-compliance reasonably requires more than 30 days to cure, AMA will not be in default if the cure is commenced within the 30-day period and is diligently pursued. Attebury will attempt to mitigate any damage or loss caused by AMA's breach by using commercially reasonable means. If AMA is in default, AMA will be liable for:
  - (1) Any lost rent or other compensation to which Attebury may show itself entitled to under this Agreement;
  - (2) Repairs to the Leased Premises for use beyond normal wear and tear;
  - (3) All Attebury's costs associated with eviction of AMA, such as reasonable attorney's fees, court costs, and prejudgment interest;

- (4) All Attebury's costs associated with collection of rent and other compensation as collection fees, late charges, and returned check charges;
- (5) Costs of removing any of AMA's Equipment or fixtures left on the Leased Premises or Elevators;
- (6) Costs to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by AMA and AMA's employees, patrons, guests, or invitees in the Leased Premises or Elevators;
- (7) Costs to replace any unreturned keys or access devices to the Leased Premises, or Elevators; and
- (8) Any other recovery to which Attebury may be entitled under this Agreement or under law.
- D. If, after the Execution Date, AMA does not submit plans prior to installing or removing equipment, AMA will be in default, and will be liable for damages including; removal of the equipment, damages to property, damages to inventory, and damages to personnel.
- 13. <u>Limitation of Damages</u>. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. EACH PARTY'S LIABILITY TO THE OTHER IS LIMITED TO DIRECT DAMAGES INCURRED UNDER THE TERMS OF THIS AGREEMENT.
- 14. <u>Notices.</u> All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been effectively given either when hand delivered or when sent by certified mail, return receipt requested, to the respective parties as follows:
  - A. AMA Communications, LLC 5550 77 Center Drive, Suite 220 Charlotte, NC 28217 ATTN: John Padgett
  - B. Attebury Grain, LLC
     2025 South Hughes Street, Suite 100
     Amarillo, TX 79109
     ATTN: Benjamin Smith

Any party may change its address for notice purposes upon providing written notice to the other parties.

15. Force Majeure. Neither of the parties shall be responsible for delays caused by

strikes and other labor disputes, weather, water leaks, explosion, smoke, interruption of utilities, theft, vandalism, environmental contaminants, or other causes or occurrences beyond the reasonable control of the party seeking to claim the delay.

- 16. <u>Assignment</u>. Attebury may sell, lease or otherwise transfer any or all of the Elevators so long as the buyer, lessee or transferee agrees in writing with AMA that this Agreement shall remain in full force and effect so long as AMA complies with the terms of this Agreement. The rights and obligations of AMA may be assigned and/or delegated with written notice to Attebury, provided that any assignment by AMA shall not release or relieve AMA of its obligations under this Agreement without Attebury's written consent. In the event of the sale, lease, assignment, or other transfer of less than all of the Elevators by either AMA or Attebury, the rent payable to or from the applicable assignee/transferee shall be apportioned pro rata based upon the total number of Elevators then subject of this Agreement.
- 17. Return of Property. Within thirty (30) days of the expiration or termination of this Agreement, AMA shall remove all Equipment at the Elevators. Upon the removal of the Equipment, the areas of the Elevators occupied by the Equipment shall be in good repair and in substantially the same condition as they were prior to the installation of said Equipment, reasonable wear and tear excepted. Reasonable wear and tear means deterioration that occurs without negligence, carelessness, accident, or abuse. AMA will leave the Leased Premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants. If AMA leaves any personal property or fixtures in or on the Leased Premises after AMA surrenders possession of the Leased Premises, Attebury may (a) require AMA, at AMA's expense, to remove the personal property or fixtures without damage to the Elevators by providing written notice to AMA, or (b) Attebury, after 15 days written notice to AMA to remove any personal property or fixtures left at or on the Elevators, may retain, destroy or dispose of any personal property or fixtures left at or on the Elevators beyond such fifteen (15) day period as forfeited property to Attebury, and AMA agrees to pay Attebury \$10,000 for each Elevator in which AMA leaves any Equipment thereon after such fifteen (15) day period. Each party will assist the other party in the orderly termination of this Agreement.
- 18. Entire Agreement. This Agreement contains the entire understanding between and among the parties and, as of the Effective Date, supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement.
- 19. Relationship of Parties. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties other than the relationship of landlord-tenant. Nothing contained in this Agreement shall in any way impose any liability upon the members, managers, or officers of either party.
- 20. <u>Severability</u>. The parties intend that this Agreement be enforceable and that it comply with all applicable laws. If any provision of this Agreement is illegal, invalid, or unenforceable, then the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and

enforceable.

- 21. <u>Amendment and Modification</u>. Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto.
- 22. <u>Property Taxes</u>. AMA shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, AMA's Equipment. AMA shall pay any increase in real property taxes levied against the Elevators after the Execution Date that is directly attributable to AMA's Equipment, and Attebury agrees to furnish proof of such increase to AMA.
- 23. <u>Binding Agreement</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 24. <u>Choice of Law</u>. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Exclusive venue shall be in Randall County, Texas.
- 25. <u>Non-Waiver</u>. Failure of Attebury or AMA to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by one party to the other after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- 26. Exhibit G. The parties stipulate that reasonably promptly after the full execution and delivery hereof, AMA will take new photographs of all Equipment on the Elevators, assemble into a new proposed Exhibit G hereto, and provide same to Attebury. Upon Attebury's acceptance thereof, which may not be unreasonably withheld, conditioned, or delayed, such new Exhibit G shall completely restate and replace Exhibit G hereto.

### 27. [Reserved].

- 28. Attorney's Fees. Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Agreement is entitled to recover prejudgment interest, reasonable attorney's fees and all other costs of litigation from the nonprevailing party.
- 29. <u>Subordination</u>. AMA must, on demand, execute a subordination, attornment, and non-disturbance agreement that Attebury may request that AMA execute, provided that the lienholder acknowledges in writing AMA's rights to continue to use and occupy the Elevators in accordance with the terms of this Agreement so long as AMA complies with its obligations under the Agreement.
- 30. <u>Holdover</u>. If AMA fails to timely vacate the Leased Premises under the terms of this Agreement, AMA will become a tenant-at-will and must vacate the Leased Premises

immediately upon receipt of demand from Attebury. No holding over by AMA, with or without the consent of Attebury, will extend this Agreement. AMA will indemnify Attebury and any prospective tenants for any and all damages caused by the holdover. Rent and other payments for any holdover period will be 150% of the then-current rent and other payments applicable immediately prior to the termination of this Agreement, calculated on a daily basis and will be immediately due and payable daily without notice or demand.

- 31. <u>Non-Exclusive Agreement</u>. The parties agree that, notwithstanding anything contained in this Agreement (except with respect to the interference commitment in Paragraph 7, above), all parties reserve the right to contract with others for services similar to those which are the subject of this Agreement.
- 32. <u>Time</u>. Time is of the essence. The parties require strict compliance with the times for performance.

## 33. Representations Regarding Claims.

- A. AMA has no actual knowledge of any claim, damage or injury that has occurred on the Leased Premises relating to AMA's use or occupancy of the Leased Premises prior to the Execution Date.
- B. Attebury has no actual knowledge of any claim, damage or injury that has occurred on the Leased Premises relating to AMA's use or occupancy of the Leased Premises prior to the Execution Date.

{Signature Page Follows}

Executed as of the date first written above.

ATTEBURY GRAIN, LLC

AMA COMMUNICATIONS, LLC

DocuSigned by:

By: Swanne Boyce

Suzanne Boyce, President

By: John Padgett

John Padgett, Executive Vice President

## Exhibit A

# Grain Elevator Facilities

<u>Location</u> Clarendon

<u>Address</u> 100 Front Street, Clarendon, Texas 79226

Exhibit B (Elevator Access Agreement)

Intentionally omitted.

# Exhibit C

## Contact Information

	<b>Primary</b>		Business	<b>Secondary</b>	After hours	<b>Business</b>	<b>Third Contact</b>	After hours	<b>Business</b>
<b>Location</b>	Contact	After hours	Hours	Contact		Hours			Hours
Clarendon	Corkey Hicky	806-206-7293	806-248-7544	Parker Wood	575-746-7715	806-335-1639	Jeff Edmonson	806-681-3383	806-335-1639

## Exhibit D

Locations where AMA provides internet and/or phone service at Attebury's request

Internet service

Location
Clarendon

Minimum
20mbps up/down

## Exhibit E Sign in / Sign out process

- AMA personnel sign-in and sign-out on Attebury provided visitor sheet.
  - o AMA personnel to provide proof of ID upon request.
  - Visitor sheet will serve as time on site for the calculation of after-hours fees per Paragraph 8.
- Replacement of equipment in Exhibit G:
  - o AMA to notify Attebury as per Paragraph 8 of intent to replace equipment.
  - AMA to present equipment for Attebury inspection prior to entering the facility.
  - AMA to present equipment replaced for Attebury inspection after exiting the facility.
  - Upon access to the facility AMA to photograph equipment to be replaced prior to detaching.
  - Upon installing replacement equipment AMA to photograph replacement equipment once installed.
  - AMA to provide photographs to Attebury prior to signing out and departing the facility.
- For equipment in addition to equipment in Exhibit G:
  - o AMA to notify Attebury as per Paragraph 8 of intent to add equipment as per Paragraph 4.
  - AMA to present equipment for Attebury inspection prior to entering the facility.
  - Upon installing new equipment AMA to photograph new equipment once installed.
  - AMA to provide photographs to Attebury prior to signing out and departing the facility.

# Exhibit F AMA Authorized Employees

AMA Employees	<b>Phone</b>
Brian Triplett	806-674-1383
Deric Hays	806-340-9981
Ricky Rollo	806-316-9191
Jordan Hays	806-576-6253
Isaac Renaud	254-537-2178

# Exhibit G

























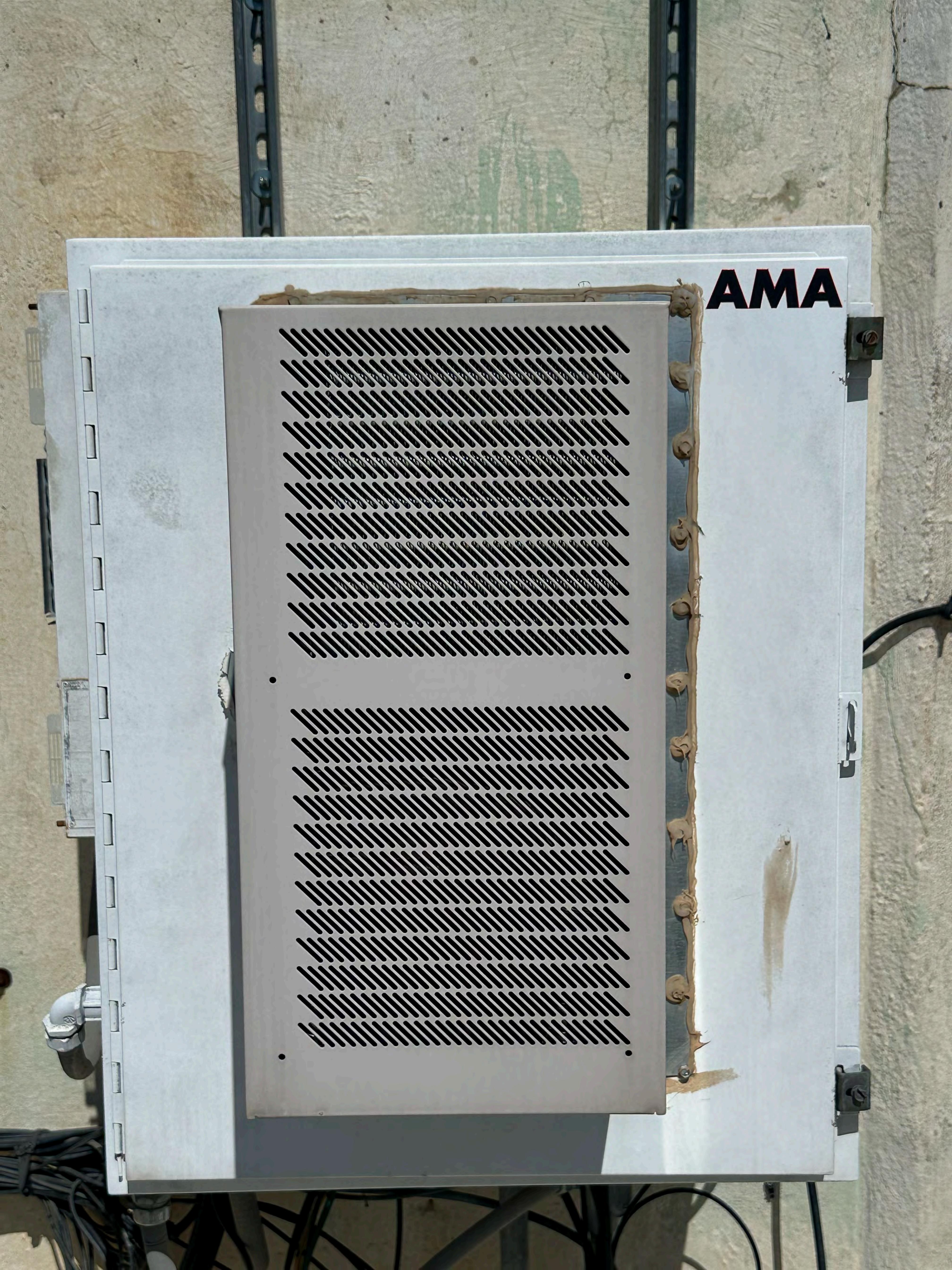




































PI-TECH-010 (02/15)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

COMMERCIAL GENERAL LIABILTY COVERAGE FORM

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies and is subject to the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name of Person or Organization:
Any person or organization as required by contract

Paragraph 8. in SECTION IV. CONDITIONS is deleted in its entirety and replaced with the following:

### Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

The insured can waive the insurer's rights of recovery against the person or organization shown in the above Schedule prior to the occurrence of a loss, provided the waiver is made in a contract.