

Folder Nos. 123-30
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ASSIGNMENT

2nd January

INITIALS

gls

mw

1990 This agreement, made and entered into this ~~16th~~ day of ~~October~~, ~~1989~~, by and between TEMPEL AND ESGAR, INC. (hereinafter called "Assignor"), CARGILL, INCORPORATED, a Delaware corporation with mailing address at P.O. Box 9300, Minneapolis, Minnesota 55440 (hereinafter called "Assignee"), and UNION PACIFIC RAILROAD COMPANY and MISSOURI PACIFIC RAILROAD COMPANY (hereinafter collectively called "Railroad Company"), WITNESSETH:

RECITALS:

The Assignor, or its predecessors in interest, and the Railroad Company entered into agreements which are listed and identified in the schedule hereto attached, marked "Exhibit A", and hereby made a part hereof.

The Assignor desires, with the consent of the Railroad Company, to assign said agreements to the Assignee.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreements described in Exhibit A.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreements to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreements to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreements, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained, and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignments nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreements to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreements.

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Section 4. In further consideration of the consent of the Railroad Company, the Assignee shall pay to the Railroad Company the sum of \$100.00 upon the execution and delivery of this agreement.

Section 5. This agreement shall be considered as taking effect as of ~~October 16, 1989.~~ January 2, 1990

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate as of the date first herein written.

INITIALS

JA

WV

Witness:

Witness:

Debra W. Henelle

Witness:

[Signature]

TEMPEL AND ESGAR, INC.

[Signature]
Title: President

CARGILL, INCORPORATED

[Signature]

Title: William L. Varner, Controller
Commodity Marketing Division

UNION PACIFIC RAILROAD COMPANY and
MISSOURI PACIFIC RAILROAD COMPANY

[Signature]

Director - Field Operations

EXHIBIT A

Agreements between Union Pacific Railroad Company or Missouri Pacific Railroad Company and Tempel and Esgar, Inc. assigned to Cargill, Incorporated.

Audit No. -----	Subject -----
OMA-5828	agreement dated October 16, 1981, covering lease of real estate for grain storage at Kit Carson, Colorado.
OMA-7280	agreement dated May 22, 1985, covering lease of real estate for grain elevator and storage and handling of fertilizers at Cheyenne Wells, Colorado.
139357	agreement dated December 17, 1985, covering license for an underground gas pipe line at Cheyenne Wells, Colorado.
143156	agreement dated March 2, 1988, covering lease of real estate for a grain elevator and non-exclusive roadway at Limon, Colorado.
A-92729	agreement dated August 20, 1965, covering lease of real estate for an elevator and appurtenant facilities at Arapahoe, Colorado.
LA-31956	agreement dated November 12, 1980, covering lease of real estate for grain handling and storage facilities at Eads, Colorado.