



\*W2163692\*

E# 2163692 PG 1 OF 6  
DOUG CROFTS, WEBER COUNTY RECORDER  
01-MAR-06 1:47 PM FEE \$21.00 DEP JM  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

When recorded, please return to:

Tacy A. Hartman, Esq.  
Van Cott, Bagley, Cornwall & McCarthy  
50 South Main, Suite 1600  
Salt Lake City, UT 84144

wb 4483

**ASSIGNMENT OF RIGHTS**

THIS ASSIGNMENT OF RIGHTS ("Assignment") is executed as of the 28<sup>th</sup> day of February, 2006 from FARMERS GRAIN COOPERATIVE OF IDAHO, INC., an Idaho corporation ("FGC" or "Assignor"), as Assignor to and for the benefit of THE SCOLAR COMPANY, a Nebraska corporation ("Scoular" or "Assignee"), as Assignee, and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR" or "Consenting Party").

**RECITALS**

WHEREAS, UPRR, OREGON SHORT LINE RAILROAD COMPANY, a Utah corporation ("OSLRR"), and FARMERS GRAIN COOPERATIVE, a Utah corporation ("Farmers Grain"), entered into that certain Contract dated June 14, 1946, recorded July 11, 1946 with the County Recorder of Weber County, Utah, as Entry No. 117121, Book 244, page 153, pursuant to which UPRR and/or OSLRR granted to Farmers Grain certain rights to construct, maintain and operate certain pipelines (the "License") across property located in Weber County, Utah, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (all of which collectively referred to herein as the "Contract"); and

WHEREAS, OSLRR was subsequently merged into and became a part of UPRR; and

WHEREAS, Farmers Grain was subsequently merged into FGC; and

WHEREAS, FGC is selling certain of its property (the "FGC Property") to Scoular, which FGC Property utilizes the License; and

WHEREAS, as a part of the sale of the FGC Property, FGC desires to assign all of its rights to and under the Contract to Scoular; and

WHEREAS, UPRR is willing to permit such assignment on the terms set forth herein.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated January 27, 2006 by and between Assignor and Assignee.
2. Assignor hereby assigns, transfers and conveys to Assignee, free and clear of all liens and encumbrances other than the Permitted Exceptions, all of Assignor's rights, title and interest in and to the Contract, including but not limited to the License.
3. Assignor warrants that the Contract is in full force and effect, is valid and enforceable in accordance with its terms, all covenants, conditions and agreements have been performed as required therein, no party to the Contract is in default thereunder, Assignor has succeeded to all of the rights of Farmers Grain therein and, to the best of Assignor's knowledge, there has been no prior assignment of any of Assignor's rights under the Contract, and there are no counterclaims, offsets, excuses or defenses to the obligations of the counterparties to the Contract.
4. Assignee, as of the Closing Date, hereby accepts the foregoing assignment and assumes, to the extent of its interest granted herein, all of the Assignor's obligations under the Contract to the extent such obligations, by the express terms of the Contract arise or are to be performed on or after the Closing Date.
5. Effective as of the Closing Date, UPRR consents to the assignment of the Contract, including but not limited to the License, from FGC to Scoular, and agrees to the execution and recording of this Assignment in the official records of the Weber County Recorder; provided, however, that such consent shall not be deemed or construed to authorize any further assignment of the Contract, whether voluntary, by operation of law or otherwise, without the prior consent in writing of UPRR; and provided further, that as between FGC and UPRR, neither said assignment nor anything herein contained shall be construed as releasing FGC, in the event of default by Scoular, from the obligation to perform all of the covenants contained in the Contract to be performed by FGC or from any of the liabilities assumed by FGC under the Contract.
6. Each of the undersigned represents that it has the necessary power and authority to execute this Agreement and has obtained all the consents or approvals of any party necessary to effectuate the terms of this Assignment.
7. Except as expressly modified, amended and supplemented by this Assignment, all of the terms, covenants and conditions of the Contract shall remain in full force and effect.
8. This Assignment shall be construed and enforced in accordance with the laws of Utah, and shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Assignment was made and executed as of the date first above written.

Assignor:

FARMERS GRAIN COOPERATIVE OF IDAHO, INC.  
an Idaho corporation

By: Brent Shaffer  
Its: President

Assignee:

THE SCOULAR COMPANY,  
a Nebraska corporation

By: J. M. Rauh  
Its: Senior Vice President

STATE OF Utah,  
COUNTY OF Garfield ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February 2006, by Brent Shaffer, the President of FARMERS GRAIN COOPERATIVE OF IDAHO, INC., an Idaho corporation.

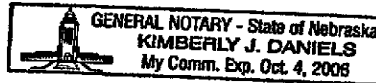


Barbara A. Stephenson  
NOTARY PUBLIC SIGNATURE AND SEAL

STATE OF Nebraska  
COUNTY OF Douglas )SS)

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February 2006, by John M. Heck, the SV Vice President of THE SCOLAR COMPANY, a Nebraska corporation.

Kimberly J. Daniels  
NOTARY PUBLIC SIGNATURE AND SEAL



CONSENT TO ASSIGNMENT OF RIGHTS

UPRR hereby consents to the assignment of the Contract, including but not limited to the License, referred to in the Assignment of Rights to which this Consent is attached, from FGC to Scoular, and agrees to the execution and recording of the Assignment in the official records of the Weber County Recorder, upon closing of the sale of the FGC Property to Scoular.

UPRR hereby represents that, as of the date hereof, (i) the Contract is in full force and effect and has not been assigned, modified, supplemented, amended or cancelled in any way whatsoever except as set forth herein; (ii) there are no other agreements, whether oral or written, between FGC and UPRR concerning the Contract, including but not limited to the License; (iii) no event or omission has occurred which, with the giving of notice or the lapse of time, or both, would constitute a default under, or a termination of, the Contract; and (iv) UPRR has succeeded to all of the rights under the Contract of OSLRR.

DATED this 24 day of February, 2006.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

By: Bill Ince  
Its: MANAGER-CONTRACTS

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of February, 2006, by Bill Ince, the Mgr - Contracts of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation.



Stanley C Misfeldt  
NOTARY PUBLIC SIGNATURE AND SEAL

**EXHIBIT "A"****LICENSE PROPERTY DESCRIPTION****"A" – 10-INCH DRAIN PIPE AND 4-INCH SEWER PIPE**

Beginning at a point in the Southeasterly right of way boundary, 50 ft. perpendicularly distant from the center line of the main track of the Evona Branch at Engineer's Station 93 + 64.3; thence 102.6 feet Northwesterly to a point in the Northwesterly right of way boundary 50 feet perpendicularly distant from center line of main track at Engineer's Station 93 + 41.3. Said pipe lines cross said center line at an angle of 77°00' to the Left at Engineer's Station 93 + 52.8, which is 865.3 feet Southwesterly measured along said center line from its intersection with the East line of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, substantially in the location shown in yellow on the attached print, dated February 26, 1946, marked Exhibit "A" and hereby made a part hereof.

**"B" – 10-INCH DRAIN PIPE**

Beginning at a point in the Southeasterly right of way boundary, 50 ft. perpendicularly distant from the center line of the main track of the Evona Branch at Engineer's Station 93 + 55.3; thence 103.0 feet Northwesterly to a point in the Northwesterly right of way boundary 50 feet perpendicularly distant from center line of main track at Engineer's Station 93 + 30.7. Said pipe lines cross said center line at an angle of 76°11' to the Left at Engineer's Station 93 + 43.0, which is 855.5 feet Southwesterly measured along said center line from its intersection with the East line of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, substantially in the location shown in yellow on Exhibit "A".