



United States
Department of
Agriculture

Commodity
Credit
Corporation

1400 Independence
Avenue, S.W.
Stop 0557

Washington, D.C.
20250

DEC 28 2005

Russ Allen Mothershead II
Midwest Grain & Barge Company
P.O. Box 1717
Cape Girardeau, Missouri 63702-1717

Dear Mr. Mothershead:

We are enclosing the Alternative Grain Storage Incentive Payment Agreement (Agreement) for your signature. Please sign and date the Agreement and return it to this office in the enclosed envelope within five business days. We will sign the Agreement and return a copy to you.

Please direct any questions you may have to Rick Mashek at 816-823-1134.

Sincerely,

A handwritten signature in black ink, appearing to read "Bert Farrish".

Bert Farrish
Deputy Vice President, Commodity Credit Corporation

Enclosure



**ALTERNATIVE GRAIN STORAGE INCENTIVE PAYMENT AGREEMENT
BETWEEN THE COMMODITY CREDIT CORPORATION AND
MIDWEST GRAIN & BARGE COMPANY**

- I. In accordance with Section 5 of the Commodity Credit Corporation (CCC) Charter Act, CCC agrees to pay Midwest Grain & Barge Company (Participant) an incentive payment specified below for the grain specified in this Agreement stored in alternative storage covered by this Agreement.

The following general requirements apply to this Agreement: (1) The storage facility must be located on the Mississippi River transportation system or no more than 100 miles from the river or its navigable tributaries; (2) The storage must be an alternative grain storage method not used in that manner or quantity in the past 12 months; (3) All grain to be stored in such an alternative facility must be company-owned; and (4) All grain to be stored in such an alternative facility must be accounted for through inventory records.

II. The Participant agrees to:

1. Store up to the quantity of corn and/or wheat specified in the following table at location and for the amount so specified.

Item	Information
Location (name, city, state) of storage site(s)	Tower Rock Stone Company, 834 County Highway 307, Scott City, Missouri
Maximum quantity to be stored (bu.)	200,000
Dollar amount per bu.	\$0.26

2. Retain title to the grain while it remains in the alternative storage structure;
3. Assume all risk of deterioration to the quality, quantity, and any other loss of the grain;
4. Provide to CCC by January 31, 2006 a report itemizing for the amount of grain stored the applicable scale ticket numbers, weights, and other evidence that the grain has been placed into alternative storage (transfer logs or other internal inventory documents), and submit such documents to:

Chief, Contract Reconciliation Division
6501 Beacon Drive Stop 8758
Kansas City, MO 64133

Phone Number: 816-926-6525.

5. Maintain all records relating to this Agreement for a period of 6 years, and permit

CCC to examine any or all facilities, records, or inventory without prior notice at any time.

Effective Date - This Agreement will become effective on the date signed by CCC and continue in effect until the earlier of the date on which the maximum quantity is reached or December 31, 2005.

FOR THE COMMODITY CREDIT CORPORATION



Date 12/29/2005

Bert Farrish
Deputy Vice President, Commodity Credit Corporation

FOR THE PARTICIPANT



Name and Title General Manager Date 12/28/05