



STATE OF KANSAS: SS
COUNTY OF STEVENS
This instrument was filed for record on the
17th day of April A.D. 2008
at 10:00 o'clock P.M. and duly recorded in
Book 2417 of page 433. Fee \$ 16.00
Shed A. Schmittby, Deputy
Register of Deeds

WARRANTY DEED
(Kansas Statutory Form)

Redwolf Farms LLC, formerly known as Caliber Kansas Properties LLC, a
Delaware limited liability company

CONVEYS AND WARRANTS TO

Moss Farm LLC, a Delaware limited liability company

all of the following REAL ESTATE in the County of Stevens, State of Kansas, to wit:


See attached Exhibit "A"

for the sum of Ten Dollars and No/100 (\$10.00), and other valuable consideration, receipt
of which is hereby acknowledged.

EXCEPT and SUBJECT TO: Easements, rights of way and restrictions of record, if any,
insofar as the same are valid.

Dated: March 13TH, 2008.

REDWOLF FARMS LLC, f/k/a Caliber Kansas
Properties LLC, a Delaware limited liability
company

By: 
Mike Liddell, Chief Executive Officer

Entered in Transfer Record by my office this

17 day of April

A.D. 2008

Shed A. Schmittby

County Clerk



433

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

BE IT REMEMBERED, that on this 13th day of March, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Liddell, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Janeta A. Claunch
NOTARY PUBLIC

My Commission () Expires:
(SEAL)

NOTARY PUBLIC (0066)

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EXHIBIT A

Surface and water rights only In and to:

- Tract 1: The Northeast Quarter (NE/4) of Section Twenty-one (21), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 2: The Northwest Quarter (NW/4) of Section Fourteen (14), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 3: The Southwest Quarter (SW/4) of Section Eleven (11), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 4: The East Half (E/2) of Section Eleven (11), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 5: The West Half (W/2) of Section Twelve (12), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 6: The Southeast Quarter (SE/4) of Section One (1), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 7: The West Half (W/2) of Section One (1), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 8: The West Half (W/2) of Section Two (2), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 9: The South Half (S/2) of Section Twenty-five (25), Township Thirty-one (31) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas
- Tract 10: All of that part of the South Half (S/2) of Section Eighteen (18), Township thirty-one (31) South, Range Thirty-five (35) West of the 6th P.M., Stevens County, Kansas, lying North and West of highway U.S. 56 and the Santa Fe Railroad right-of-way
- Tract 11: The Northeast Quarter (NE/4) of Section Eighteen (18), Township thirty-one (31) South, Range Thirty-five (35) West of the 6th P.M., Stevens County, Kansas.

WARRANTY DEED
(Kansas Statutory Form)

STATE OF KANSAS SS
COUNTY OF STEVENS SS
This instrument was filed for record on the
23rd day of June A.D. 2007
at 4:00 o'clock P.M. and duly recorded in
Book 241 of page 552, Fee \$12.00
Chia A. Schmittler, County
Register of Deeds

JIMMY J. MOSS a/k/a Jimmy J. Moss Sr.
and JACKIE M. MOSS a/k/a Jackie Moss, husband & wife

CONVEY AND WARRANT TO
CALIBER KANSAS PROPERTIES, LLC



all of the following REAL ESTATE in the County of Stevens, State of Kansas, to wit:

See attached "Exhibit A"

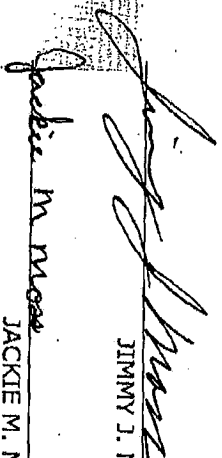

for the sum of Ten Dollars and No/100 (\$10.00), and other valuable consideration,
receipt of which is hereby acknowledged.

EXCEPT and SUBJECT TO: Easements, rights of way and restrictions of record, if
any, insofar as the same are valid.

Dated: June 22, 2007.

Entered in Transfer Record by my office this
25 day of June
A.D. 2007
Chia A. Schmittler
County Clerk




JIMMY J. MOSS

JACKIE M. MOSS

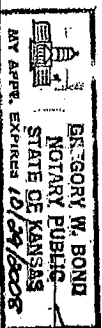
STATE OF KANSAS, COUNTY OF STEVENS, ss:

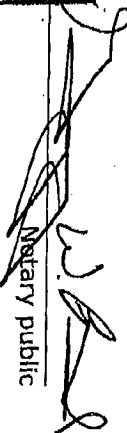
BE IT REMEMBERED, that on this 22nd day of June, 2007, before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came
JIMMY J. MOSS a/k/a Jimmy J. Moss Sr. and JACKIE M. MOSS a/k/a Jackie Moss,
husband and wife, who are personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal,
the day and year last above written.

(SEAL)

My commission expires:




Notary public

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EXHIBIT A

Surface and water rights only in and to:

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- Tract 10: All of that part of the South Half (S/2) of Section Eighteen (18), Township thirty-one (31) South, Range Thirty-five (35) West of the 6th P.M., Stevens County, Kansas, lying North and West of highway U.S. 56 and the Santa Fe Railroad right-of-way
- Tract 11: The Northeast Quarter (NE/4) of Section Eighteen (18), Township thirty-one (31) South, Range Thirty-five (35) West of the 6th P.M., Stevens County, Kansas.

Recording requested by:
FIRST AMERICAN TITLE CO.
RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Drew K. Theophilus
Barnd Holm LLP
1500 Woodmen Tower
1700 Farnam Street
Omaha, Nebraska 68102
Loan No. BHM03WHB2

(For Recorder's use only)



STATE OF KANSAS SS
COUNTY OF STEVENS SS
This instrument was filed for record on the
22nd day of **October** A.D. **2008**
at **11:00** o'clock **A.M.**, and duly recorded in
Book **352** of page **513** for \$ **200.00**
Shen A. Williams, Captain
Register of Deeds

IN CONJUNCTION WITH THE RECORDING OF THIS MORTGAGE, MORTGAGOR WILL COMPLETE AND EXECUTE A MORTGAGE FEE REGISTRATION AFFIDAVIT AND PRESENT THE SAME TO THE GRANT COUNTY AND STEVENS COUNTY, KANSAS, REGISTER OF DEEDS, AND THE TERMS AND PROVISIONS OF SUCH MORTGAGE FEE REGISTRATION AFFIDAVIT ARE INCORPORATED HEREIN BY THIS REFERENCE

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF RENTS AND FIXTURE FILING**

**THIS SECURITY INSTRUMENT IS ALSO A FIXTURE FILING UNDER
SECTION 84-9-502(b) OF THE KANSAS COMMERCIAL CODE**

This MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Mortgage") is made as of October 15, 2008 by and among MOSS FARM LLC, a Delaware limited liability company, having an address for notice under this Mortgage of c/o Stampede Farms | Redwolf Farms, 14313 N. May Ave., Suite 100, Oklahoma City, OK 73134 (Attn: General Counsel) ("Mortgagor"), and HARTFORD LIFE INSURANCE COMPANY, a Connecticut corporation and HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY, a Connecticut corporation, both having an address for notice under this Mortgage of 5260 North Palm Avenue, Suite 205, Fresno, California 93704, Attn: Loan Administration (collectively, "Mortgagee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness evidenced by the Note (as defined below) and the trust herein created, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably mortgages, grants, bargains, sells, transfers and conveys to and for the benefit and security of Mortgagee, with power of sale as applicable, under and subject to the conditions set forth in this Mortgage, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to the following (collectively with the Personal Property, as defined in Paragraph 9, the "Collateral"):

- A. The real property situated in Grant County and Stevens County, Kansas, more particularly described on Exhibit "A" (the "Property");
- B. All rents, reimbursements and any other amounts paid or payable by any tenant, licensee, concessionaire, occupant or other user of all or any portion of the Property, whether pursuant to a written lease or otherwise (collectively, "Tenants"), all awards hereafter made to Mortgagor in any bankruptcy, insolvency or reorganization case or proceeding with respect to any Lease (as defined below), and all royalties, issues, profits, revenues, income and other money and benefits paid or payable by Tenants or arising in connection with any Lease (collectively, the "Rents");
- C. All leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or right to

DOCS1871858.5

1

REGISTRATION FEE \$ **20.00**
Amount of indebtedness \$ **8,000** fees \$ **20.00**
Paid this **22nd** day of **October** **2008**, No. **2256**
ZILPHA ROSEL, REGISTER
Register of Deeds, Stevens County, Kansas

Personal Bond Co. Ks \$1672,000.00

use or occupy, all or any part of the Property (individually a "Lease" and collectively, the "Leases"), and all right, title and interest of Mortgagor under all Leases;

D. All oil, gas and mineral rights and profits pertaining to the Property;

E. All right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any and all buildings, fixtures, improvements and appurtenances now or hereafter erected on the Property or belonging thereto;

F. All right, title and interest of Mortgagor in and to all Water Rights, all water production, distribution, irrigation and drainage equipment and related facilities and all frost protection equipment and related facilities, including all pumps, pumping stations, motors, panels, switchboxes, gear heads, booster pumps, transformers, engines, machinery, tanks, reservoirs, sumps, pivots, hoses, drip hoses, underground pipeline, fan jets, pipes, sprinklers, flumes, wheel lines, drip irrigation lines, wind machines and other machinery and/or equipment used for the production of water on the Property or for the irrigation or drainage thereof, and all additions thereto and replacements thereof;

G. All rights of Trustor under Conservation Reserve Contracts now existing or hereafter made that affect the Property.

H. All right, title and interest of Mortgagor in and to all crop storage equipment and related facilities, now or hereafter located on the Property;

I. All right, title and interest of Mortgagor in any equipment used for the storing or removal of potatoes from potato storage and any potato storage facilities or other related facilities, now or hereafter located on the Property; and

J. All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

As between Mortgagor and Mortgagee, all of the foregoing, to the extent permitted by applicable law, shall be deemed an accession to the freehold and a part of the Property.

This Mortgage is given to secure (i) payment of the indebtedness evidenced by (A) that certain Promissory Note dated of even date herewith in the principal sum of \$25,500,000.00, with a scheduled final maturity of October 1, 2018, from Mortgagor and each other "Borrower" therein to the order of Hartford Life Insurance Company, a Connecticut corporation; and (B) that certain Promissory Note dated of even date herewith in the principal sum of \$28,500,000.00, with a scheduled final maturity of October 1, 2018, from Mortgagor and each other "Borrower" therein to the order of Hartford Life and Annuity Insurance Company, a Connecticut corporation (collectively, the "Note"), with the indebtedness evidenced by said Note (the "Loan") advanced pursuant to and to be repaid in accordance with a Loan Agreement dated of even date herewith between Mortgagor and each other "Borrower" therein and Mortgagee, a copy of which is on file at the office of Mortgagor (as amended or modified from time to time, the "Loan Agreement"), with interest on the Loan accruing in accordance with the terms of the Note and the Loan Agreement; (ii) each and every other debt, liability and obligation of every type and description included within the definition of "Obligations" as set forth in the Loan Agreement; (iii) any future advances and other obligations of the Mortgagor to the Mortgagee, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Mortgagee by assignment or otherwise; and (iv) modifications, amendments, extensions, and renewals, however evidenced, of the Loan or any of the Obligations.

As used in this Mortgage:

"Event of Default" means the occurrence of any one or more of the following events: (i) if Mortgagee does not receive any installment of Debt Service by the end of the Grace Period (other than amounts due on the Maturity Date, for which there is no Grace Period); or (ii) the Obligations are not paid in full on the Maturity Date; or (iii) if any other amounts required to be paid under the Loan Agreement (including payment of the Prohibited Transfer Rate Adjustment Amount and payments required under Section 6.5 of the Loan Agreement) are not paid (A) when due after Mortgagee has been given written notice thereof as may be required by or provided for in the Loan Agreement or any other Loan Document, or (B) if the Loan Documents do not otherwise require or provide for the giving of notice thereof to Mortgagee, within the Demand Period; or (iv) the occurrence of any other event or set facts which pursuant to the terms of Article 5 of the Loan Agreement constitutes an Event of Default.

"Loan Documents" means this Mortgage, the Note, the Loan Agreement and all other documents designated as Loan Documents in the Loan Agreement.

"State" means the State of Kansas.

"UCC" means the Uniform Commercial Code (as the same may be amended from time to time) in effect in the State and in any other jurisdiction in which all or any portion of the Personal Property exists.

Any defined term designated by initial capital letters that is not otherwise defined in this Mortgage shall have the meaning ascribed to such term in the Loan Agreement, which by this reference is incorporated herein.

Unless otherwise noted or the context shall indicate otherwise: (i) all "Paragraph" references shall be to Paragraphs in this Mortgage (provided that all Paragraph titles are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Paragraphs), (ii) all uses of the word "including" shall mean "including, without limitation", (iii) the words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage, (iv) all references to "day" or "days" shall mean calendar days, (v) all references to "Exhibits" are to the exhibits attached to this Agreement, which are incorporated herein by the applicable reference, and (vi) all references to a "Loan Document" shall mean such document as it is constituted as of the Closing Date, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. When used in this Mortgage, unless otherwise specifically qualified by a reasonableness standard, the phrase (i) "satisfactory to Mortgagee" means "in form and substance satisfactory to Mortgagee in all respects as determined by Mortgagee in the exercise of its sole and absolute discretion," (ii) "with Mortgagee's consent," "approved by Mortgagee" or "with Mortgagee's approval" means such consent or approval may be granted or withheld in Mortgagee's sole and absolute discretion, and (iii) "determined by Mortgagee," "acceptable to Mortgagee," "in Mortgagee's discretion" or "in Mortgagee's judgment" means acceptable to Mortgagee, at Mortgagee's discretion and/or determined by Mortgagee, in each instance in Mortgagee's sole and absolute judgment or discretion. If Mortgagee has expressly agreed not to unreasonably withhold its consent or approval on a particular issue, then use of the phrase "not to be unreasonably withheld" or comparable phrases in this Agreement or the other Loan Documents means "not to be unreasonably withheld, conditioned or delayed".

Mortgagor warrants, covenants and agrees (to and for the benefit of Mortgagee) as follows:

1. **PAYMENT AND PERFORMANCE:** Mortgagor shall pay and perform the Obligations when due. Mortgagor has no offsets, claims, counterclaims or defenses of any kind whatsoever with regard to this Mortgage, any other Loan Document or any of the Obligations. Without limiting the generality of the foregoing, all sums payable by Mortgagor under the Note, the Loan Agreement and this Mortgage shall be paid without notice or demand (except as otherwise specified in the Loan Documents), and the Obligations shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any

title defect or encumbrance or any eviction from the Property or any part thereof by title, paramount or otherwise; (iv) any claim, counterclaim or defense, including common law or statutory rights of setoff, Mortgagee has or might have against Mortgagee; (v) any failure on the part of Mortgagee to perform or comply with any of the terms of the Loan Documents or of any other agreement with Mortgagee; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagee shall have notice or knowledge of any of the foregoing.

2. WARRANTY OF TITLE: (a) Mortgagee is lawfully seized and possessed of good and indefeasible title to the Collateral, and Mortgagee hereby warrants the Collateral to be free and clear of all liens and encumbrances, other than Permitted Liens. Mortgagee will defend the title to the Collateral against any claims by any Person at any time during the term of this Mortgage. If any lien of security interest other than the Permitted Liens is asserted against the Collateral, Mortgagee shall promptly give Mortgagee a detailed written description of such lien or security interest (including origin, amount and such other reasonable information as Mortgagee may request), and shall either (i) promptly pay the underlying claim in full or take such other action so as to cause it to be released, or (ii) contest the same in compliance with the requirements of the Loan Agreement (including the requirement of providing a bond or other security reasonably satisfactory to Mortgagee).

(b) Mortgagee has good, right and lawful authority to grant to Mortgagee the rights in the Collateral conveyed by this Mortgage. If Mortgagee is made a party defendant to any litigation concerning this Mortgage, the Collateral or any part thereof or interest therein, then Mortgagee shall indemnify, defend (with attorneys selected by Mortgagee) and hold Mortgagee harmless from and against all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment.

(c) Mortgagee, without obligation to do so, without notice to or demand upon Mortgagee and without releasing Mortgagee from any of the Obligations or waiving any Events of Default, may appear in and defend any action or proceeding purporting to affect the Obligations, the security interests and liens created by the Loan Documents, or the rights or powers of Mortgagee, and Mortgagee shall reimburse Mortgagee, or pay directly, all costs and expenses (including costs of evidence of title and reasonable attorney's fees), in such action or proceeding in which Mortgagee may appear, all in accordance with Section 6.5 of the Loan Agreement.

3. FULL FORCE AND EFFECT: The provisions of this Mortgage shall remain in full force and effect through any extension of time for payment of the Obligations, and until the Property is re-conveyed or released by Mortgagee.

4. OTHER COVENANTS: All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Mortgage, shall be covenants running with the Property. The covenants set forth in the Loan Agreement include, among other provisions: (i) the obligation to pay when due all Taxes and amounts associated with the security interests created by the Loan Documents (including the making, executing, delivery and/or recording of the Mortgage); (ii) the right of Mortgagee to inspect the Collateral; (iii) Mortgagee's obligation to keep the Collateral insured pursuant to the terms of the Loan Agreement; (iv) the obligation to comply with all Legal Requirements (including Environmental Requirements); (v) the obligation to maintain the Collateral in good condition, and promptly repair any damage or casualty to the Collateral; (vi) except as otherwise expressly permitted in the Loan Agreement, the obligation of Mortgagee to obtain Mortgagee's consent prior to entering into, modifying or taking other actions with respect to Leases, and (vii) except as otherwise expressly permitted in the Loan Agreement, the prohibition on transfers of interests in the Property, the other Collateral, and/or interests in Mortgagee, including the granting of additional liens secured by all or any portion of the Property or the other Collateral.

5. CONDEMNATION AWARDS AND INSURANCE PROCEEDS: Mortgagee hereby assigns to Mortgagee (i) all awards and compensation for any condemnation or other taking of all or any portion of the Property or the other Collateral, or any purchase in lieu thereof, and Mortgagee authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts therefor,

subject to and in accordance with the terms of the Loan Agreement, and (ii) all proceeds of any insurance policies insuring against loss or damage to the Property or any other Collateral, and Mortgagee authorizes Mortgagee to collect and receive such proceeds, to give proper receipts therefor, and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly, subject to and in accordance with the terms of the Loan Agreement.

6. ABSOLUTE ASSIGNMENT OF RENTS AND PROFITS: (a) Mortgagor hereby absolutely, presently and unconditionally assigns to Mortgagee all Leases and all present and future Rents, and hereby gives to and confers upon Mortgagee the right, power and authority during the continuance of this Mortgage to collect the Rents with or without taking possession of the Property. Mortgagee hereby grants to Mortgagor a revocable license permitting Mortgagee to collect and retain such Rents as they accrue and become payable (but no more than one month in advance), such license to be revocable by Mortgagee, without notice to Mortgagor, upon the occurrence of an Event of Default. Delivery of written notice of Mortgagee's election to revoke Mortgagor's license and exercise of the rights granted herein to any Tenant shall be sufficient to require said Tenant to pay all Rent directly to Mortgagee until further notice.

(b) This assignment of Rents is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. Upon the occurrence of an Event of Default, Mortgagee may at any time, either in person, by agent or by a receiver appointed by a court, or through a third party independent contractor, without notice to Mortgagor and without regard to the adequacy of any security for the Obligations and without being deemed a mortgagee in possession:

(i) Enter upon and take possession of, manage, repair or protect, continue to develop, and operate the Property and the other Collateral or any part thereof, and either with or without taking possession of the Property, in its own name or in the name of Mortgagee, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the Obligations in accordance with the Loan Agreement; and

(ii) Make, cancel, enforce or modify Leases, obtain and evict Tenants, and fix or modify Rents or do any other acts which Mortgagee deems appropriate to protect the security of this Mortgage.

(c) Unless Mortgagor and Mortgagee agree otherwise in writing, any application of Rents to the Obligations shall not extend or postpone the due date of the installments of Debt Service as provided in the Note or the Loan Agreement or change the amount of such installments. The entering upon and taking possession of the Property, the collection of Rents, or the application thereof as described above, shall not waive or constitute a cure of any Event of Default.

(d) Mortgagor also assigns to Mortgagee, as further security for the performance of the Obligations, all prepaid Rents, security deposits and all monies which may have been or may hereafter be deposited with Mortgagor by a Tenant, and upon the occurrence of an Event of Default, Mortgagor shall, within fifteen (15) days following demand by Mortgagee, deliver all such prepaid Rents and deposits to or at the direction of Mortgagee.

7. **ACTIONS BY MORTGAGEE.** (a) Without affecting the personal liability of any Person, including Mortgagor, for the payment and performance of the Obligations, without the consent of any other Person, and without affecting the lien of this Mortgage for the full amount of the Obligations, Mortgagee is authorized and empowered, exercisable at any time and from time to time, either before or after the maturity of the Note, and without notice, to: (i) release any Person liable for the payment and performance of any of the Obligations, (ii) agree to extend the time or otherwise modify the terms of payment or performance of any of the Obligations, (iii) accept additional security of any kind for the Obligations, and/or (iv) release and exonerate partial releases of, portions of the Collateral from the lien of this Mortgage.

(b) Mortgagee may, without liability and/or notice to Mortgagor, at any time and from time to time: (i) consent to the making of any map or plat of the Property, (ii) join in granting an easement over the Property or in creating any covenants restricting use or occupancy thereof, (iii) re-convey, without warranty, any part of the Collateral, or (iv) join in any extension or modification agreement or in any agreement subordinating the lien or charge of this Mortgage.

8. **FULL PAYMENT.** Acceptance by Mortgagee of any sum in payment of any portion of the Obligations after the same is due shall not constitute a waiver of Mortgagee's right to require timely payment when due of the remainder of the Obligations, nor shall such acceptance cure or waive any other Event of Default, waive any subsequent Event of Default or otherwise prejudice any of the rights of Mortgagee under this Mortgage.

9. **SECURITY AGREEMENT.** (a) All terms defined in the UCC and used in this Paragraph 9 shall have meanings ascribed to such terms in the UCC; if however, a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9.

(b) Mortgagor hereby irrevocably authorizes Mortgagee to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that provide information required by part 5 of Article 9 of the UCC, including (i) whether Mortgagor is an organization, the type of organization and any organizational identification number issued to Mortgagor, and (ii) in the case of a financing statement filed as a fixture filing or indicating portions of the Personal Property as "as-extracted" collateral, a sufficient description of the Property. Mortgagee may from time to time obtain UCC searches to confirm that the Personal Property is free from all liens and encumbrances other than Permitted Liens, and any cost and expense incurred by Mortgagee in connection with any such UCC search shall be paid by Mortgagor to Mortgagee within the Demand Period.

(c) Reserved.

(d) Mortgagor, as "debtor," hereby grants to Mortgagee; as "secured party," to secure the payment and performance of the Obligations, a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title, and interest in and to, the properties, assets and rights of Mortgagor identified on Exhibit B attached hereto and incorporated herein by reference, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (collectively, the "Personal Property").

(e) Mortgagor represents and warrants to Mortgagee that: (i) the Personal Property is not used or bought for personal, family or household purposes; (ii) other than Permitted Liens, Mortgagor owns the Personal Property free from any lien, security interest or encumbrance; (iii) the chief executive office of Mortgagor is the location set forth in Section 6.1 of the Loan Agreement; and (iv) the exact legal name, type of organization, jurisdiction of organization, and organization identification number of Mortgagor is as follows:

Name: MOSS FARM LLC
Type of Organization: limited liability company
Jurisdiction of Organization: Delaware
Organization ID Number: 4504662

(f) Mortgagor shall (i) not permit any tangible Personal Property to be kept at any location other than the Property (except for equipment being repaired or restored); (ii) defend the Personal Property against all claims and demands of all Persons at any time claiming the same or any interest therein; (iii) maintain insurance in connection with the Personal Property in reasonable and customary amounts; (iv) not grant, create or suffer to exist any Lien against any Personal Property, except for Permitted Liens; (v) keep the Personal Property in good order and repair and use the Personal Property only in compliance with Legal Requirements; and (vi) not sell or otherwise dispose, or offer to sell or otherwise dispose, the Personal Property or any interest therein; provided that so long as no Event of Default exists, the following are permitted: (1) sales of crops in the ordinary course of business, and (2) sales or other dispositions of damaged or obsolete equipment consistent with past practices, provided the damaged or obsolete equipment is promptly replaced as necessary to continue uninterrupted operations at the Property.

(g) To insure the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in the Personal Property, Mortgagor agrees, in each case at Mortgagor's sole cost and expense: (i) if any Personal Property is at any time in the possession of a bailee, Mortgagor shall promptly notify Mortgagee thereof and, at Mortgagee's request, shall promptly obtain an acknowledgement from the bailee, in form and substance reasonably satisfactory to Mortgagee, that the bailee holds the Personal Property for the benefit of Mortgagee and such bailee's agreement to comply, without further consent of Mortgagor, with instructions of Mortgagee as to such Personal Property (provided Mortgagee shall not give any such instructions unless an Event of Default exists); and (ii) Mortgagor shall take any and all other actions as Mortgagee may reasonably determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in any and all of the Personal Property.

(h) Mortgagor hereby irrevocably constitutes and appoints Mortgagee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact (which power of attorney is coupled with an interest and is irrevocable) with full power and authority to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Paragraph 9, including the power and right (without notice to or assent by Mortgagor): (i) to, upon the occurrence of an Event of Default, sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Personal Property, in a manner that is consistent with the UCC, and (ii) to do, at Mortgagor's sole costs and expense, all acts and things which Mortgagee deems necessary or useful to protect, preserve or realize upon the Personal Property and Mortgagee's security interest therein, all no less fully and effectively as Mortgagor might do, including the execution, delivery and recording, in connection with any sale or other disposition of any Personal Property, of endorsements, assignments or other instruments of conveyance or transfer with respect to such Personal Property. To the extent permitted by law, Mortgagor hereby ratifies all lawful actions taken by Mortgagee pursuant to this Subparagraph (h). The powers conferred on Mortgagee pursuant to this Subparagraph (h) are solely to protect its interests in the Personal Property and shall not impose any duty to exercise any such powers. Mortgagee shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act, except for Mortgagee's gross negligence or willful misconduct. Mortgagee's sole duty with respect to the custody, safe keeping and physical preservation of the Personal Property in its possession, under §9-207 of the UCC or otherwise, shall be to deal with such Personal Property in the same manner as Mortgagee deals with similar property for its own account.

(i) If an Event of Default occurs, Mortgagee, without any notice to or demand upon Mortgagor (except as otherwise expressly required pursuant to this Agreement), shall have, in any jurisdiction in which enforcement is sought and in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which the Personal Property is located, including the right to take possession of the Personal Property. Mortgagee may enter upon the Property and remove the Personal Property, or Mortgagee may in its discretion require Mortgagor to assemble all or any part of the Personal

Property at such location or locations as Mortgagee may reasonably designate. Unless the Personal Property is perishable, threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor reasonable prior notice of the time and place of any public sale of the time and place of any public sale of the Personal Property or of the time after which any private sale or any other intended disposition is to be made (Mortgagor agreeing that at least five Business Days prior written notice shall be deemed reasonable). Mortgagor waives any and all rights it may have to a judicial hearing prior to the enforcement of any of Mortgagee's rights and remedies.

(j) Mortgagor agrees that at any sale of the Personal Property, whether made under the power of sale contained in this Paragraph 9, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse: (i) it shall not be necessary for Mortgagee or its employees to be physically present at or to have constructive possession of the Personal Property being sold (provided that Mortgagor shall deliver to Mortgagee any portion of the Personal Property not actually or constructively possessed by Mortgagee to a reasonable location designated by Mortgagee promptly following demand by Mortgagee), and the title to and right of possession of any such Personal Property shall pass to the purchaser thereof as completely as if Mortgagee had been actually present and delivered to such Personal Property to purchaser at such sale; (ii) each instrument of conveyance executed by or on behalf of Mortgagee containing a warranty (general or otherwise) of title shall be binding upon Mortgagor, and any recital contained in any such instrument of conveyance shall conclusively establish the truth and accuracy of the matters recited therein; (iii) any prerequisites to the validity of such sale shall be conclusively presumed to have been performed; (iv) any receipt issued by or on behalf of Mortgagee shall be a sufficient discharge to the purchaser for any purchase money, and no such purchaser, or any successors thereto, shall be obligated to see to the application of such purchase money or be in any way liable for any loss, misapplication or non-application thereof; and (v) to the extent permitted by law, Mortgagor shall be completely and irrevocably divested of all right, title, interest, claim, equity, equity of redemption and demand whatsoever, either at law or in equity, in and to the Personal Property sold, and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming the sold Personal Property by, through or under Mortgagor. If Mortgagee is the highest bidder at any sale, Mortgagee may credit the portion of the purchase price against the Obligations in lieu of paying cash. Any proceeds of any such sale or disposition shall not cure any Event of Default or reinstate any Obligation.

(k) To the extent that applicable law imposes the duty on Mortgagee to exercise remedies in a commercially reasonable manner, Mortgagor acknowledges and agrees that it is not commercially unreasonable for Mortgagee to (i) fail to incur expenses reasonably deemed significant by Mortgagee to prepare the Personal Property for disposition or to fail to complete raw material or work in process into finished goods or other finished products for disposition, (ii) fail to exercise collection remedies against account debtors or other persons obligated on the Personal Property (directly or through the use of collection specialists), or to fail to remove liens, encumbrances or adverse claims against the Personal Property, (iii) advertise dispositions of the Personal Property through publications or media of general circulation, whether or not the Personal Property is of a specialized nature, (iv) contact Persons for expressions of interest in acquiring all or any portion of the Personal Property, (v) hire professional auctioneers to assist in the disposition of the Personal Property, whether or not the Personal Property is of a specialized nature, (vi) dispose of the Personal Property by utilizing Internet sites that provide for or are reasonably capable of the auction of assets of the types included in the Personal Property, (vii) warranties of the Personal Property in wholesale rather than retail markets, (viii) disclaim disposition warranties, (ix) purchase insurance or credit enhancements to insure Mortgagee against risks of loss, collection or disposition of the Personal Property or to provide to Mortgagee a guaranteed return from the collection or disposition of the Personal Property, or (x) sell any Personal Property jointly with any of the Property or to sell any Personal Property in a sale separate from a sale of any of the Property. Mortgagor acknowledges that the purpose of this Subparagraph (k) is to provide a non-exhaustive indication of what actions or omissions by Mortgagee would fulfill Mortgagee's duties under the UCC in Mortgagee's exercise of remedies against the Personal Property, and that other actions or omissions by Mortgagee shall not be deemed to fail to fulfill such duties solely on account of not being expressly indicated in this Subparagraph (k).

(l) Mortgagor shall pay to Mortgagee within the Demand Period any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Mortgagee in protecting, preserving or enforcing Mortgagee's rights and remedies under or in respect of any of the Personal Property. After deducting any non-reimbursed expenses, the residue of any proceeds of collection or sale or other disposition of the Personal Property shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Mortgagee may determine. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to Mortgagor. In the absence of final payment and satisfaction in full of all of the Obligations, Mortgagor shall remain liable for any deficiency.

10. EVENTS OF DEFAULT; REMEDIES: (a) Upon the occurrence of an Event of Default, interest shall accrue at the Default Rate, and Mortgagee may, at Mortgagee's election exercisable at any time following the occurrence of an Event of Default, exercise any or all of the following rights or remedies:

(i) Declare the Obligations to be immediately due and payable, without notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable (acceleration being automatic upon the occurrence of an Event of Default specified in Section 5.1(i) of the Loan Agreement);

(ii) Enter the Property and take exclusive possession thereof and of all books, records and accounts relating thereto, and if Mortgagor remains in possession of the Property during the continuance of an Event of Default without Mortgagee's written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor;

(iii) Exercise the remedies set forth in Paragraph 6;

(iv) Exercise, when available under applicable statutes or rules of practice, the right to sell the Property by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules;

(v) To the greatest extent permitted by law, sell or offer for sale the Collateral in such portions, order and parcels as Mortgagee may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction, and the right of sale arising out of any Event of Default shall not be exhausted by one or more sales. Such sale shall be made in accordance with the laws of the State of Kansas relating to real estate foreclosures or by Article 9 of the UCC relating to the sale of other collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same. Reference is made to Sections 5.2 and 5.3 of the Loan Agreement for additional terms and conditions relating to Mortgagee's rights following the occurrence of an Event of Default;

(vi) Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right, without regard to the adequacy of the Collateral for the repayment of the Obligations, the appointment of a receiver of the Property and, to the extent appropriate, the other Collateral, and Mortgagor hereby irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise develop and operate the Property upon such terms as may be approved by the court;

(vii) Commence an action to foreclose this Mortgage subject to the rights of any Tenants, and the failure to make any Tenant a party defendant to any foreclosure proceedings or to foreclose their rights or the failure to disturb the possession of any such Tenants after foreclosure will not be, nor may it be asserted by Mortgagor as, a defense to any proceedings instituted by Mortgagee to

collect the Obligations or to collect any deficiency remaining unpaid after the foreclosure sale of the Property or any other Collateral;

(viii) At Mortgagor's sole expense, conduct any and all inspections of the Collateral (including environmental inspections performed by an environmental consultant satisfactory to Mortgagee) to confirm the Property's compliance with all Legal Requirements; and/or

(ix) Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note and the Loan Agreement either before, during or after any proceeding to enforce this Mortgage).

(b) Reserved.

(c) Reserved.

(d) All rights, remedies and recourses granted hereunder and in the Loan Documents and available at law or equity (including the UCC); (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note, the Loan Agreement, and the other Loan Documents, or against the Property and the other Collateral, or against any one or more of them, at the discretion of Mortgagee, (iii) may be exercised as often as occasion shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (iv) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses hereunder, under the other Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

(e) To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (i) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Property or any other portion of the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption, moratorium, or extension of time for payment, (ii) all notices of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents or at law or in equity, and (iii) any right to a marshalling of assets.

(f) The proceeds of any sale of, and the Rents and other amounts generated by the holding, operating, insuring, leasing, management, operation or other use of, the Property and/or other Collateral, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order (unless otherwise required by applicable law): (i) to the payment of the costs and expenses of taking possession of and/or foreclosing upon the Collateral, and of holding, using, leasing, repairing, developing, improving and selling the same, including the costs and expenses set forth in Section 6.5 of the Loan Agreement, then (ii) to the payment of all amounts (including, to the extent provided for herein, interest at the Default Rate and any Prepayment Premium reserved under the Loan Agreement), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Mortgagee under the Loan Documents; then (iii) to the payment and performance of the remainder of the Obligations in such manner and order of preference as Mortgagee in its discretion may determine; and then (iv) the balance, if any, to the payment of the Persons legally entitled thereto.

(g) Neither the enforcement of any of the remedies under this Paragraph 10 nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee-in-possession of the Property, to obligate Mortgagee to lease or attempt to lease the Property, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any Leases or otherwise.

(h) Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses (including reasonable attorneys' fees and disbursements and fees and expenses of appraisers and environmental professionals) in accordance with Section 6.5 of the Loan Agreement.

11. RESERVED.

12. MISCELLANEOUS. (a) Any notice required or permitted to be given under this Mortgage shall be in writing and either shall be (i) mailed by certified mail, postage prepaid, return receipt requested, or (ii) sent by nationally recognized overnight air courier service, or (iii) personally delivered to a representative of the receiving party. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth in the introductory paragraph of this Mortgage, with copies issued to the additional Persons set forth in Section 6.1 of the Loan Agreement. Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day after deposit with a nationally recognized overnight air courier service, if such deposit is timely and appropriate in accordance with the requirements of such courier service for next business day delivery, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given upon the earlier of the deemed delivery period or when actually received by the intended addressee. Any party may designate a change of address by written notice to the others, with said change of address to be deemed effective 10 days following delivery pursuant to this Paragraph 12(a).

(b) All covenants and warranties contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Property (without in any way implying that Mortgagee has or will consent to any such conveyance or transfer of the Property). All Persons who may have or acquire an interest in the Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents, copies of which are file in the office of Mortgagor provided, however, that with the exception of Mortgagor, no such party shall be entitled to any rights under any Loan Document without the prior written consent of Mortgagee (which may be granted or withheld in its discretion).

(c) Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest: (i) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest in the Collateral if Mortgagor shall fail to do so within three days after written request by Mortgagee, (ii) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery (and acceptance by Mortgagee) of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to Leases, Rents and the other Collateral in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (iii) upon the occurrence of an Event of Default, to perform any duty or obligation of Mortgagor under this Mortgage or under any of the other Loan Documents (including payment of Taxes and Insurance Premiums) in accordance with the terms of Section 5.3 of the Loan Agreement. provided, however, that: (1) Mortgagee shall not under any circumstances be obligated to perform any duty or obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Obligations, shall bear interest at the Default Rate and shall be payable by Mortgagor in accordance with Section 5.3 of the Loan Agreement; (3) Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other Person for any failure to take any action which it is empowered to take under this Paragraph 12(c).

(d) This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns, provided that Mortgagor shall not, without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's discretion), assign any rights, duties or obligations hereunder.

(e) Any consent by Mortgagee, or any waiver of any Event of Default (which waiver must be in writing and executed by Mortgagee and shall be limited to the waiver specifically recited therein) shall not constitute a consent to, or waiver of, any right, remedy or power of Mortgagee upon a subsequent or different Event of Default. Mortgagee shall not be deemed to have waived any of its rights and remedies in respect of the Collateral (including the Personal Property) unless such waiver shall be in writing and signed by Mortgagee, and no delay or omission on the part of Mortgagee in exercising any such right or remedy shall operate as a waiver of such right or remedy.

(f) To the extent proceeds of the Loan have been used to extinguish, extend or renew any indebtedness secured by any portion of the Collateral, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Collateral and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

(g) If any conflict or inconsistency exists between the terms, conditions and provisions of this Mortgage and the terms, conditions and provisions of the Loan Agreement, the terms, conditions and provisions of the Loan Agreement shall govern.

(h) Upon the full, final and indefeasible payment and performance of the Obligations, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or re-convey (without warranty) the Collateral to Mortgagor.

(i) If more than one Person executes this Mortgage as "Mortgagor," the obligations of all such Persons hereunder shall be joint and several.

(l) This Mortgage shall be governed by the laws of the State of Kansas.

(k) Mortgagor, at any time following the request of Mortgagee, shall at Mortgagor's expense execute, acknowledge and deliver all such reasonable documents and instruments and all such further assurances of title, and will do or cause to be done all further acts and things, as may be proper or reasonably necessary to carry out the purpose of this Mortgage and of the other Loan Documents, and to subject to the liens thereof any property intended by the terms of the Loan Documents to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

(l) This Mortgage, the Note, the Loan Agreement and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor and is effective as of the day and year first above written.

MORTGAGOR:

MOSS FARM LLC, a Delaware limited liability company

By: Frederick Simon
Frederick Simon, Vice President

STATE OF Connecticut)
COUNTY OF Fairfield) ss.

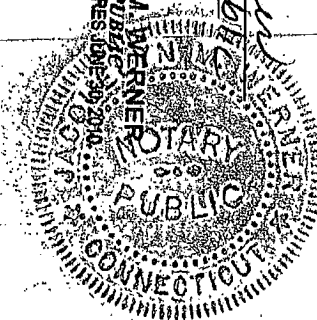
This instrument was acknowledged before me on October 14, 2008, by Frederick Simon, as Vice President of MOSS FARM LLC, a Delaware limited liability company.

(Seal)

My Commission Expires: 6-30-2010

Jaquelyn M. Werner
Title and Rank: Notary Public

JACQUELYN M. WERNER
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/30/2010



DOCs/8719588.5
Prepared by Ross Theophanis@baldwin

Approved by M Ford

EXHIBIT A
Real Property Description

DOCS/871858.5

PARCEL A (NCS-356691-SD/Stevens County,Kansas/Moss Farm LLC):

TRACT 1: THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 2: THE NORTHWEST QUARTER (NW/4) OF SECTION FOURTEEN (14), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 3: THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M. STEVENS COUNTY, KANSAS.

TRACT 4: THE EAST HALF (E/2) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 5: THE WEST HALF (W/2) OF SECTION TWELVE (12), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 6: THE SOUTHEAST QUARTER (SE/4) OF SECTION ONE (1), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 7: THE WEST HALF (W/2) OF SECTION (1), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 8: THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 9: THE SOUTH HALF (S/2) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 10: ALL OF THAT PART OF THE SOUTH HALF (S/2) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-FIVE (35) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS, LYING NORTH AND WEST OF HIGHWAY U.S. 56 AND THE SANTA FE RAILROAD RIGHT-OF-WAY.

TRACT 11: THE NORTHEAST QUARTER (NE¹/₄) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-FIVE (35) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 12: THE WEST HALF OF THE SOUTHEAST QUARTER (W¹/₂ OF SE¹/₄) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E¹/₂ OF SW¹/₄) OF SECTION THIRTY-SIX (36) ALL IN TOWNSHIP THIRTY (30) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., GRANT COUNTY, KANSAS.

PARCEL B (NCS-356701-SD/Adams County, Nebraska/Bufalo Hill Farm LLC):

PARCEL 1: THE SOUTH HALF(S¹/₂) OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SECTION 11; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SECTION 11, 468.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SAID SECTION 11, 1165.35 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SAID SECTION 11, 468.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¹/₄ SE¹/₄) OF SAID SECTION 11, 1165.35 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART DEED TO THE COUNTY OF ADAMS, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 41.25 FEET IN WIDTH LYING OVER AND ACROSS THE WESTERLY PART OF THE SOUTHWEST QUARTER (SW¹/₄); SAID STRIP BEING PARALLEL TO AND ADJOINING THE WEST LINE OF SAID SOUTHWEST QUARTER (SW¹/₄).

PARCEL 2: THE NORTH HALF OF THE NORTHEAST QUARTER (N¹/₂ NE¹/₄) OF SECTION 23, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER (S¹/₂ SE¹/₄) OF SECTION 14, ALL IN TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 3: THE NORTH HALF OF THE SOUTHEAST QUARTER (N¹/₂ SE¹/₄); AND THE NORTHEAST QUARTER (NE¹/₄); AND THE EAST HALF OF THE NORTHWEST QUARTER (E¹/₂ NW¹/₄) ALL IN SECTION 14, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 4: THE WEST HALF OF THE NORTHWEST QUARTER (W $\frac{1}{2}$ NW $\frac{1}{4}$) AND THE EAST HALF OF THE NORTHWEST QUARTER (E $\frac{1}{2}$ NW $\frac{1}{4}$) OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 5: THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART DEEDED TO THE COUNTY OF ADAMS, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 41.25 FEET IN WIDTH LYING OVER AND ACROSS THE WESTERLY PART OF THE NORTHWEST HALF (NW $\frac{1}{4}$), SAID STRIP BEING PARALLEL TO AND ADJOINING THE WEST LINE OF SAID NORTHWEST QUARTER (NW $\frac{1}{4}$),

PARCEL 6: THE EAST HALF OF THE EAST HALF (E $\frac{1}{2}$ E $\frac{1}{2}$), THE NORTHWEST (NW $\frac{1}{4}$) AND THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 7: THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 1641.93 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE EASTERLY ON A 1497.39 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 163°03' LEFT, A DISTANCE OF 442.82 FEET, SUBTENDING A CENTRAL ANGLE OF 016°57'; THENCE EASTERLY DEFLECTING 000°14' LEFT, A DISTANCE OF 1205.59 FEET; THENCE NORTHERLY DEFLECTING 089°48' LEFT, A DISTANCE OF 60.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

PARCEL 8: THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT T-7 PARTNERSHIP SUBDIVISION.

PARCEL 9: THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EASTERLY A DISTANCE OF 662.85 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE NORTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$); THENCE SOUTHERLY DEFLECTING 089°57' RIGHT, A DISTANCE OF 73.67 FEET ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$); THENCE WESTERLY DEFLECTING 089°48' RIGHT, A DISTANCE OF 662.94 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 090°16' RIGHT, A DISTANCE OF 76.56 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

PARCEL C (NCS-356703-SD/Lincoln County, Nebraska/Lincoln Farm LLC):

TOWNSHIP 9 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 1: NW $\frac{1}{4}$
SECTION 3: ALL

TOWNSHIP 10 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 25: W $\frac{1}{2}$ NW $\frac{1}{4}$
SECTION 26: ALL
SECTION 27: N $\frac{1}{2}$
SECTION 34: ALL
SECTION 35: ALL

TOWNSHIP 10 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 28: S $\frac{1}{2}$ EXCEPT THAT PART OF THE SW $\frac{1}{4}$ DEEDED TO THE STATE OF NEBRASKA IN BOOK 122, PAGE 11

TOWNSHIP 11 NORTH, RANGE 31 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 16: ALL
SECTION 17: ALL
SECTION 18: ALL
SECTION 19: ALL
SECTION 20: ALL
SECTION 21: ALL
SECTION 25: ALL
SECTION 27: ALL

SECTION 28: N $\frac{1}{2}$
SECTION 30: NE $\frac{1}{4}$ /NE $\frac{1}{4}$
SECTION 34: ALL
SECTION 35: E $\frac{1}{2}$, NW $\frac{1}{4}$

TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY,
NEBRASKA.

SECTION 13: ALL
SECTION 14: ALL
SECTION 15: ALL
SECTION 16: ALL
SECTION 17: ALL
SECTION 21: ALL
SECTION 22: ALL
SECTION 23: ALL
SECTION 24: ALL
SECTIONS 25, 26, 27, 34 AND 35: THOSE PORTIONS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 26, 27, 34 AND 35, TOWNSHIP 11 NORTH,
RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 11
NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA;
THENCE S 0°45'47" E ON THE EAST LINE OF SAID SECTION 35 A DISTANCE
OF 2637.64 FEET TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 35; THENCE N
89°54'32" W ON THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SAID SECTION 35 A
DISTANCE OF 2640.65 FEET TO THE CENTER OF SECTION 35; THENCE N
49°51'11" W A DISTANCE OF 931.59 FEET; THENCE N 89°56'45" W A DISTANCE
OF 1210.0 FEET; THENCE S 50°03'15" W A DISTANCE OF 933.39 FEET TO THE
W $\frac{1}{4}$ CORNER OF SECTION 35; THENCE N 89°58'22" W ON THE SOUTH LINE OF
THE NE $\frac{1}{4}$ OF SECTION 34 A DISTANCE OF 2646.82 FEET TO THE CENTER OF
SECTION 34; THENCE N 0°47'13" W ON THE WEST LINE OF THE NE $\frac{1}{4}$ OF
SECTION 34 A DISTANCE OF 2637.49 FEET TO THE N $\frac{1}{4}$ CORNER OF SECTION
34; THENCE N 89°58'46" W ON THE NORTH LINE OF SECTION 34 A DISTANCE
OF 1155.13 FEET; THENCE N 0°46'00" E A DISTANCE OF 664.26 FEET TO THE
SOUTHERLY SIDE OF AN EXISTING TRAIL ROAD; THENCE ON SAID
SOUTHERLY SIDE, N 69°21'20" E A DISTANCE OF 421.16 FEET; THENCE S
87°28'32" E A DISTANCE OF 703.07 FEET; THENCE N 82°16'18" E A DISTANCE
OF 288.03 FEET; THENCE N 63°16'51" E A DISTANCE OF 691.90 FEET; THENCE
N 61°29'23" E A DISTANCE OF 762.78 FEET; THENCE N 49°41'07" E A DISTANCE
OF 52.96 FEET; THENCE CONTINUING N 49°41'07" E A DISTANCE OF 183.67
FEET; THENCE S 80°45'05" E A DISTANCE OF 442.41 FEET; THENCE S 56°22'44"
E A DISTANCE OF 209.60 FEET; THENCE S 56°40'12" E A DISTANCE OF 592.76
FEET; THENCE S 62°45'05" E A DISTANCE OF 661.82 FEET; THENCE S 80°39'37"

E A DISTANCE OF 556.48 FEET; THENCE N 84°38'53" E A DISTANCE OF 652.22 FEET; THENCE N 58°04'02" E A DISTANCE OF 281.62 FEET; THENCE N 68°06'06" E A DISTANCE OF 802.34 FEET; THENCE N 56°27'01" E A DISTANCE OF 710.96 FEET; THENCE CONTINUING N 56°27'01" E A DISTANCE OF 33.22 FEET; THENCE S 87°26'04" E A DISTANCE OF 320.69 FEET; THENCE S 29°49'29" E A DISTANCE OF 264.03 FEET; THENCE S 46°41'56" E A DISTANCE OF 532.34 FEET; THENCE S 59°00'44" E A DISTANCE OF 307.55 FEET; THENCE N 75°28'40" E A DISTANCE OF 137.33 FEET; THENCE S 63°20'18" E A DISTANCE OF 108.38 FEET; THENCE S 7°32'19" E A DISTANCE OF 358.13 FEET; THENCE S 31°33'17" E A DISTANCE OF 187.83 FEET; THENCE S 65°33'08" E A DISTANCE OF 212.46 FEET TO THE EAST LINE OF SECTION 26; THENCE S 0°58'35" E ON THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 304.07 FEET TO THE PLACE OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA; THENCE N 89°58'46" W, AN ASSUMED BEARING, AND ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 1155.13 FEET; THENCE N 0°46'00" E, A DISTANCE OF 664.26 FEET; THENCE N 69°21'20" E, A DISTANCE OF 421.16 FEET; THENCE S 87°23'32" E, A DISTANCE OF 703.07 FEET; THENCE N 82°16'18" E, A DISTANCE OF 39.30 FOOT THENCE S 0°47'13" E, A DISTANCE OF 787.49 FEET TO THE PLACE OF BEGINNING.

AND

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25 (ALSO BEING THE SOUTHEAST CORNER OF SECTION 26), TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA, THENCE N 0°58'35" W ON THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 304.07 FEET TO THE SOUTHERLY SIDE OF AN EXISTING TRAIL ROAD; THENCE N 65°33'08" W A DISTANCE OF 212.46 FEET; THENCE N 31°33'17" W A DISTANCE OF 187.83 FEET; THENCE N 7°32'19" W A DISTANCE OF 354.13 FEET; THENCE N 63°20'18" W A DISTANCE OF 108.38 FEET; THENCE S 75°28'40" W A DISTANCE OF 187.88 FEET; THENCE N 59°00'44" W A DISTANCE OF 307.55 FEET; THENCE N 46°41'56" W A DISTANCE OF 532.34 FEET; THENCE N 29°49'29" W A DISTANCE OF 264.03 FEET; THENCE N 87°26'04" W A DISTANCE OF 320.69 FEET; THENCE S 56°27'01" W A DISTANCE OF 33.22 FEET; THENCE N 7°47'26" E A DISTANCE OF 538.14 FEET; THENCE N 0°25'43" W A DISTANCE OF 685.31 FEET; THENCE

N 0°10'15" W A DISTANCE OF 703.05 FEET; THENCE N 1°56'16" W A DISTANCE OF 693.0 FEET; THENCE N 3°12'33" E A DISTANCE OF 1018.45 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE N 89°58'06" E ON THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 1563.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE N 89°50'56" E ON THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 2635.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE S 0°56'11" E ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25 A DISTANCE OF 1350.0 FEET; THENCE S 13°14'40" E A DISTANCE OF 844.42 FEET; THENCE S 11°22'19" W A DISTANCE OF 844.4 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE S 0°56'11" E ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25 A DISTANCE OF 2283.51 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE S 89°48'08" W ON THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 2632.08 FEET TO THE PLACE OF BEGINNING.

SECTION 29: N $\frac{1}{2}$

TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 1: THAT PORTION OF THE W $\frac{1}{2}$ W $\frac{1}{2}$ LYING WEST OF THE CENTER LINE OF THE COUNTY ROAD

SECTION 2: ALL

SECTION 11: ALL

SECTION 19: W $\frac{1}{2}$

SECTION 30: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPT A TRACT OF LAND IN SECTIONS 1 AND 2, TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS (WHICH EXCEPTED TRACT IS REFERRED TO AS "TRACT 2"):

REFERRING TO THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA; THENCE S 4°08'16" W (AN ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 550.25 FEET TO THE POINT OF BEGINNING; THENCE N 37°16'03" W, A DISTANCE OF 207.95 FEET; THENCE N 46°09'35" W, A DISTANCE OF 147.29 FEET; THENCE N 50°23'18" W, A DISTANCE OF 211.28 FEET; THENCE N 58°12'32" W, A DISTANCE OF 263.07 FEET; THENCE N 18°03'21" E, A DISTANCE OF 104.61 FEET; THENCE N 57°37'06" E, A DISTANCE OF 88.40 FEET; THENCE N 53°43'39" E, A DISTANCE OF 128.42 FEET; THENCE N 53°25'37" E, A DISTANCE OF 59.32 FEET; THENCE N 66°33'45" E, A DISTANCE OF 96.42 FEET; THENCE N 44°09'13" E, A DISTANCE OF 178.35 FEET; THENCE N 37°42'49" E, A DISTANCE OF 188.71 FEET; THENCE N 27°12'32" E, A DISTANCE OF 174.54 FEET; THENCE N 19°46'16" E, A DISTANCE OF 135.65 FEET TO THE EAST LINE OF SAID SECTION 2 (ALSO BEING THE WEST LINE OF SECTION 1);

THENCE N 18°17'03" E, A DISTANCE OF 26.92 FEET, THENCE S 87°09'39" E, A DISTANCE OF 103.30 FEET TO THE CENTERLINE OF THE EXISTING COUNTY ROAD, THENCE S 0°23'11" W ON SAID CENTERLINE, A DISTANCE OF 1463.22 FEET; THENCE N 84°14'16" W, A DISTANCE OF 176.43 FEET, THENCE N 35°35'02" W, A DISTANCE OF 33.96 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 13: THAT PART OF THE SE¼ AND SW¼ LYING SOUTHWEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, AND EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 25 AND NORTHERLY AND EASTERLY OF THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 23, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A PARCEL OF LAND LOCATED IN THE SW¼ OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M. IN LINCOLN COUNTY, NEBRASKA, DESCRIBES AS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SECTION 13 WITH THE NORTHERLY LINE OF THE HIGHWAY 23 RIGHT-OF-WAY, WHICH POINT IS N 0°00' E 1823.35 FEET FROM THE NORTHWEST CORNER OF SECTION 13; THENCE ALONG THE SAID WEST LINE, WHICH IS ALSO THE EAST LINE OF THE HIGHWAY 25 RIGHT OF WAY, N 0°00' E 345.3 FEET; THENCE ALONG SAID EAST LINE, ON A CURVE TO THE NORTHEAST, CONCAVE TO THE WEST, FROM AN INITIAL RADIAL BEARING N 72°35'25" W, WITH A RADIUS OF 1200.92 FEET, THROUGH A CENTRAL ANGLE OF 17°24'35", FOR AN ARC DISTANCE OF 364.0 FEET; THENCE CONTINUING ALONG SAID EAST LINE, N 0°00' E 214.4 FEET TO THE NORTH LINE OF THE SW¼ THENCE ALONG A FENCE ACCEPTED TO RUN ALONG SAID NORTH LINE, N 88°15' E, 487.8 FEET; THENCE S 5°20'30" W, 1318.7 FEET TO SAID NORTHERLY LINE THENCE ALONG SAID NORTHERLY LINE, N 47°55' W, 565.7 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA; THENCE S 89°59'10" E (AN ASSUMED BEARING) ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 543.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°59'10" E ON SAID NORTH LINE, A DISTANCE OF 817.72 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE ON THE WESTERLY BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, CONCAVE TO THE SOUTHWEST, HAVING A

RADIUS OF 2764.79 FEET, A CENTRAL ANGLE OF 13°19'46", AND A CHORD OF 641.76 FEET BEARING S 30°51'34" E; THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY, AN ARC DISTANCE OF 643.21 FEET; THENCE S 25°44'48" E ON SAID RIGHT-OF-WAY A DISTANCE OF 312.00 FEET; THENCE S 62°28'17" W A DISTANCE OF 400.00 FEET; THENCE N 25°44'48" W, A DISTANCE OF 1017.95 FEET; THENCE N. 89°59'10" W, A DISTANCE OF 498.23 FEET TO THE EAST LINE OF A TRACT OF LAND SHOWN ON 1995 SURVEY BY ROBERT TEMPLE; THENCE N 7° 13' 52" E ON SAID EAST LINE, A DISTANCE OF 100.79 FEET TO THE POINT OF BEGINNING.

PARCEL D (NCS-356713-SD/Texas County, Oklahoma/Gymon Meyer Farm LLC):

TRACT 1:

THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

AND

A TRACT IN LOTS THREE (3), FOUR (4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 0°04'49" EAST BEING AN ASSUMED BEARING ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION A DISTANCE OF 2585.57 FEET TO A POINT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2568 FEET A DISTANCE OF 4026.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION;

THENCE SOUTH 89°52'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2533.65 FEET TO THE POINT OF BEGINNING

AND

A TRACT IN LOT FOUR (4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 89°51'05" EAST BEING AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 107.11 FEET TO A POINT;

THENCE NORTH 0°00'00" EAST PARALLELING THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 146.00 FEET TO A POINT;

THENCE NORTH 89°51'05" WEST PARALLELING THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 107.11 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4);

THENCE SOUTH 0°00'00" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP ONE (1) NORTH OF RANGE TWELVE (12) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SECTION ONE (1), TOWNSHIP ONE (1) NORTH OF RANGE TWELVE (12) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 00°00'26" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2640.76 FEET TO A POINT, SAID POINT BEING THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S/2) OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE SOUTH 00°00'26" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2640.76 FEET TO THE SOUTHEAST (SE) CORNER OF SAID SECTION;

THENCE NORTH 89°51'35" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 5292.71 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SECTION;

THENCE NORTH 00°09'11" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2637.80 FEET TO A POINT, SAID POINT BEING THE NORTHWEST (NW) CORNER OF THE SOUTH HALF (S/2) OF SAID SECTION;

THENCE SOUTH 89°53'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION A DISTANCE OF 49.40 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2595.80 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 3866.28 FEET TO A POINT;

THENCE NORTH 00°01'27" WEST A DISTANCE OF 51.58 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION;

THENCE NORTH 89°58'33" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 400.00 FEET TO A POINT, SAID POINT BEING SOUTH 89°58'33" WEST OF THE NORTHEAST (NE) CORNER OF SAID SECTION;

THENCE SOUTH 00°01'27" EAST A DISTANCE OF 51.58 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2595.80 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 3878.27 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION;

THENCE SOUTH 89°53'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

LOTS ONE (1), TWO (2) AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4), LOTS THREE (3), FOUR (4), FIVE (5) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4), LOTS SIX (6), SEVEN (7) AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER (SE/4) OF SECTION SIX (6) TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 4:

THE SOUTH HALF (S/2) OF SECTION FIVE (5) TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT LOCATED IN THE SOUTH HALF (S/2) OF SECTION FIVE (5), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S/2) OF SECTION FIVE (5), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 89°58'17" WEST BEING AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2), A DISTANCE OF 1696.03 FEET TO THE POINT OF BEGINNING FOR THIS TRACT;

THENCE CONTINUE SOUTH 89°58'17" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) A DISTANCE OF 1907.16 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1340.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 1421.42 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1340.00 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 44°31'02" EAST AND A CHORD DISTANCE OF 1355.71 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 1427.19 FEET TO THE POINT OF BEGINNING, SAID ARC HAVING A CHORD BEARING OF NORTH 44°40'22" EAST AND A CHORD DISTANCE OF 1360.69 FEET.

TRACT 5:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 6:

THE WEST HALF (W/2) OF SECTION EIGHT (8), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 7:

THE WEST HALF (W/2) OF SECTION SEVENTEEN (17), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 8:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION EIGHTEEN (18), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 9:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 10:

ALL OF SECTION TWENTY (20), TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 11:

THE WEST HALF (W/2) OF SECTION TWENTY-NINE (29); LOTS ONE (1), TWO (2) AND THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4), LOT THREE (3) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND THE EAST HALF (E/2) OF SECTION THIRTY (30), ALL IN TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

PARCEL E (NCS-356717A-T/Texas/Ten Sixty Farm LLC):

TRACT 1:

A TRACT OF LAND OUT OF SURVEY 14, BLOCK 1-PD, SURVEY 14- $\frac{1}{2}$, BLOCK 1-PD, AND SURVEY 2, BLOCK G.M.C., MOORE COUNTY, TEXAS, CONTAINING APPROXIMATELY 398.13 ACRES OF LAND, MORE OR LESS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF J. W. LOVE SURVEY, SAID POINT BEING THE SOUTHEAST CORNER OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C., AS THE PLACE OF BEGINNING;

THENCE: WEST WITH THE SOUTH LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C. TO THE SOUTHWEST CORNER OF SAID SURVEY;

THENCE: NORTH TO THE SOUTHEAST CORNER OF SUBDIVISION 12, SURVEY 14-½, BLOCK 1-PD;

THENCE: WEST WITH THE SOUTH LINE OF SAID SURVEY TO A POINT IN THE EAST LINE OF THE SOUTH 103.07 ACRES OF SUBDIVISION 11, SURVEY 14, BLOCK 1-PD;

THENCE: NORTH WITH THE EAST LINE OF SURVEY 14, BLOCK 1-PD TO A POINT BEING IN THE WEST LINE OF SURVEY 14-½, BLOCK 1-PD, AND BEING THE NORTHEAST CORNER OF THE W. M. TOLLIVER TRACT;

THENCE: WEST WITH THE NORTH LINE OF THE W. M. TOLLIVER TRACT 953.37 VARAS TO A 1-½" G.I.P. IN THE EAST R/W LINE OF F.M. 1060;

THENCE: NORTH WITH THE EAST R/W LINE OF F.M. 1060 TO A POINT, SAID POINT BEING 20.4 VARAS NORTH OF THE NORTH LINE OF SUBDIVISION 11, AND IN THE WEST LINE OF SUBDIVISION 10, SURVEY 14, BLOCK 1-PD;

THENCE: EAST 20.4 VARAS NORTH OF AND PARALLEL TO THE NORTH LINE OF SUBDIVISION 11, TO A POINT IN THE EAST LINE OF SUBDIVISION 10, SURVEY 14, AND THE WEST LINE OF SUBDIVISION 12, SURVEY 14-½, SAID POINT BEING 112.2 VARAS SOUTH OF THE NORTHWEST CORNER OF SAID SUBDIVISION 12, SURVEY 14-½, BLOCK 1-PD;

THENCE: EAST 636.6 VARAS TO A POINT IN THE EAST LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C., AND THE WEST LINE OF THE MCKINNEY AND WILLIAMS SURVEY, SAID POINT BEING 112.2 VARAS SOUTH OF THE NORTHEAST CORNER OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C.;

THENCE: SOUTH WITH THE EAST LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C. TO ITS SOUTHEAST CORNER AND THE PLACE OF BEGINNING; SAVE AND EXCEPT THE FOLLOWING TRACT:

A SURVEY OF 20.0587 ACRE TRACT OF LAND, BEING A PORTION OF SUBDIVISION NO. ELEVEN (11) OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS.

(A PORTION OF TRACT NO. ONE (1) DESCRIBED IN WARRANTY DEED, BOOK 451, PAGE 880, AND A PORTION OF TRACT NO. ONE (1), DESCRIBED IN DEED OF TRUST, BOOK 574, PAGE 327)

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, SAID CORNER ALSO BEING DESCRIBED AS THE SOUTHEAST (SE) CORNER OF SUBDIVISION ELEVEN (11) OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING THE BASE OF A BOISE D'ARC POST, A #5 REBAR WAS SET IN THE CENTERLINE OF SAID POST WITH MARKED CAP STAMPED TEXAS 4290;

THENCE WITH AN ASSUMED GRID BEARING OF S 89°35'02" W ALONG THE SOUTH LINE OF SAID SURVEY NO. FOURTEEN (14) AND ALONG THE SOUTH LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 2655.83 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH A MARKED CAP ON THE EAST RIGHT OF WAY LINE OF TEXAS FARM ROAD NO. 1060. FROM WHENCE THE SOUTHWEST (SW) CORNER OF SURVEY NO. FOURTEEN (14), BEING A 40D NAIL IN PAVE ROAD, BEARS S 89°35'02" W A DISTANCE OF 51.50 FEET;

THENCE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 1694.28 FEET TO THE NORTHWEST (NW) CORNER OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH MARKED CAP, SAID REBAR BEING THE TRUE POINT OF BEGINNING FOR THIS SURVEY;

THENCE CONTINUE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 2833.44 FEET AND SET A #5 REBAR;

THENCE N 89°39'33"E WITH A RIGHT ANGLE A DISTANCE 674.73 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2110.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 48°30'25"E A DISTANCE OF 2110.00 FEET, AN ARC DISTANCE OF 3106.46 FEET AND SET A #5 REBAR ON THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14);

THENCE S 89°39'10"W ALONG THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 691.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.0587 ACRES MORE OR LESS.

TRACT 2:

THE MOORE COUNTY PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THE JOHN W. LOVE SURVEY, MOORE COUNTY, TEXAS, CONTAINING 320 ACRES OF LAND, MORE OR LESS.

TRACT 3:

THE MOORE COUNTY PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

SURVEY OF A 240.7445 ACRE TRACT OF LAND, BEING A PORTION OF THE MARY L. ANGLIN SURVEY, MOORE AND HUTCHINSON COUNTIES, STATE OF TEXAS.

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE MARY L. ANGLIN SURVEY, SAID CORNER BEING ON THE NORTH LINE OF THE THOMAS ROSS SURVEY AND BEING THE MOST EASTERLY SOUTHEAST CORNER OF SURVEY NO. SIXTEEN (16), BLOCK 1-PD, MOORE AND HUTCHINSON COUNTIES, STATE OF TEXAS, SAID CORNER BEING A 1" I.D. PIPE IN PLACE;

THENCE WITH AN ASSUMED GRID BEARING OF N 00°03'52" W ALONG THE WEST LINE OF SAID MARY L. ANGLIN SURVEY AND THE EAST LINE OF SURVEYS NO. SIXTEEN (16) AND FIFTEEN (15), BLOCK 1-PD, A DISTANCE OF 2196.18 FEET TO A 4" STEEL CORNER FENCE POST IN PLACE, SAID FENCE POST BEING THE TRUE POINT OF BEGINNING FOR THIS SURVEY;

THENCE CONTINUE N 00°03'52" W ALONG THE WEST LINE OF SAID MARY L. ANGLIN SURVEY AND THE EAST LINE OF SURVEY NO. FIFTEEN (15), BLOCK 1-PD, A DISTANCE OF 2386.31 FEET AND SET A #5 REBAR WITH MARKED CAP STAMPED TEXAS 4290 AT THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND SURVEY NO. FIFTEEN (15), BLOCK 1-PD;

THENCE N 89°54'05" E ALONG THE NORTH LINE OF SAID MARY L. ANGLIN SURVEY AND THE MOST EASTERLY SOUTH LINE OF SURVEY NO. FIFTEEN (15), BLOCK 1-PD A DISTANCE OF 797.23 FEET AND SET A #5 REBAR WITH MARKED CAP AT THE COMMON CORNER OF SAID SURVEY NO. FIFTEEN (15), BLOCK 1-PD AND THE JOHN W. LOVE SURVEY;

THENCE CONTINUE N 89°54'05" E ALONG THE NORTH LINE OF SAID MARY L. ANGLIN SURVEY AND THE SOUTH LINE OF JOHN W. LOVE SURVEY A DISTANCE OF 3738.54 FEET AND SET A #5 REBAR WITH MARKED GAP AT THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND THE JOHN W. LOVE SURVEY AND BEING ON THE WEST LINE OF THE WILLIAM HEATH SURVEY, HUTCHINSON COUNTY, STATE OF TEXAS;

THENCE S 00°00'03" W ALONG THE EAST LINE OF SAID MARY L. ANGLIN SURVEY AND THE WEST LINE OF THE WILLIAM HEATH SURVEY A DISTANCE OF 2239.09 FEET AND SET A #5 REBAR WITH MARKED GAP, FROM WHENCE THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND THE WILLIAM HEATH SURVEY, BEING A #5 REBAR WITH MARKED GAP, BEARS S 00°00'03" W A DISTANCE OF 2343.39 FEET;

THENCE S 88°02'29" W ALONG AN EXISTING FENCE A DISTANCE OF 4535.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 240.7445 ACRES MORE OR LESS.

TRACT 4:

A 336.499 ACRE PARCEL OF LAND LOCATED IN SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN & HANSFORD COUNTIES, STATE OF TEXAS;

COMMENCING AT THE COMMON CORNER OF SURVEYS NO. TWO (2), NO. ONE (1), NO. ELEVEN (11) & NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN & HANSFORD COUNTIES, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR IN PLACE;

THENCE N 00°11'18"E ALONG THE WEST LINE OF SAID SURVEY NO. TWO (2) A DISTANCE OF 2444.49 FEET TO A #5 REBAR IN PLACE;

THENCE S 89°48'42"E WITH A RIGHT ANGLE A DISTANCE OF 2448.95 FEET TO A POINT;

THENCE: N 35°53'37"E ALONG A RADIAL LINE A DISTANCE OF 2435.30 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2435.30 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, AN ARC DISTANCE OF 1610.51 FEET TO A POINT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 73°47'04"W A DISTANCE OF 2435.30 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 76°17'46"W A DISTANCE OF 2161.45 FEET, AN ARC DISTANCE OF 11,961.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 336.499 ACRES MORE OR LESS, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 33°22'55"W A DISTANCE OF 2161.45 FEET.

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°46'15" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 1476.88 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE N 89°46'15" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°13'45" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°46'15" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°13'45" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS.

TRACT 5:

A 324.000 ACRE PARCEL OF LAND LOCATED IN SURVEY NO. TWELVE (12), BLOCK NO. THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS:

THAT PARCEL OF LAND INCLUDED WITHIN THE CIRCUMFERENCE OF A CIRCLE HAVING A RADIUS OF 2119.54 FEET, SAID PARCEL CONTAINS 324.000 ACRES MORE OR LESS, THE RADIUS POINT OF SAID CIRCLE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF SURVEYS NO. TWELVE (12), NO. ELEVEN (11), NO. ONE (1) & NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR IN PLACE;

THENCE N 89°46'15"W ALONG THE NORTH LINE OF SAID SURVEY NO. TWELVE (12) A DISTANCE OF 2616.03 FEET TO A #5 REBAR IN PLACE;

THENCE S 00°13'45"W WITH A RIGHT ANGLE A DISTANCE OF 2667.93 FEET TO THE RADIUS POINT OF SAID CIRCLE,

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS, STATE OF TEXAS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°45'38" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 109.89 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 109.23 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 89°45'38" W WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°45'38" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°14'22" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS;

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS, STATE OF TEXAS;

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°45'38" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 1376.73 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 20.88 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 89°45'38" W WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°45'38" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°14'22" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS.

TRACT 6:

A TRACT OF LAND OUT OF SUBDIVISION NO. ELEVEN (11) OF SURVEY FOURTEEN (14), IN BLOCK 1-PD, W. J. MORTON ORIGINAL GRANTEE, MOORE COUNTY, TEXAS, CONTAINING 103.07 ACRES OF LAND, MORE OR LESS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HOIS D'ARC POST, THE SOUTHEAST CORNER OF SUBDIVISION ELEVEN (11) OF SURVEY FOURTEEN (14) AS THE PLACE OF BEGINNING;

THENCE: NORTH 00°03' WEST 608.8 VARAS TO A 1-1/4" G.I.P. IN THE WEST LINE OF SURVEY NO. FOURTEEN AND ONE-HALF (14-1/2) FOR THE NORTHEAST CORNER OF THIS SURVEY;

THENCE: NORTH 89°44' WEST 953.37 VARAS TO A 1-1/2" G.I.P. IN THE EAST R/W LINE OF F. M. 1060;

THENCE: SOUTH 00°14' WEST 609.94 VARAS TO A POINT IN THE NORTH LINE OF E. T. WILLIAMSON SURVEY, 19.6 VARAS EAST OF THE NORTHWEST CORNER OF THE WILLIAMSON SURVEY; AND THE SOUTHWEST CORNER OF SURVEY NUMBER FOURTEEN (14);

THENCE: SOUTH 89°48' EAST 956.1 VARAS TO THE PLACE OF BEGINNING; SAVE AND EXCEPT, THE FOLLOWING TRACT:

A 79.9413 ACRE TRACT OF LAND, BEING A PORTION OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN(11), OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, W J MORTON ORIGINAL GRANTEE, MOORE COUNTY, STATE OF TEXAS.

(A PORTION OF THAT TRACT DESCRIBED AS TRACT NO. NINETEEN (19), DEED OF TRUST, BOOK 574, PAGE 333)

BEGINNING AT THE SOUTHEAST (SE) CORNER OF SURVEY NO. FOURTEEN (140), BLOCK 1-PD, SAID CORNER ALSO BEING DESCRIBED AS THE SOUTHEAST CORNER OF THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING THE BASE OF ALBOIS DARC POST, A #5 REBAR WAS SET IN THE CENTERLINE OF SAID POST WITH MARKED CAP STAMPED TEXAS 4290;

THENCE WITH AN ASSUMED GRID BEARING OF S 89°35'03"W ALONG THE SOUTH LINE OF SURVEY NO. FOURTEEN (14) AND ALONG THE SOUTH LINE OF SAID SUBDIVISION NO. ELEVEN (11) A DISTANCE OF 2655.83 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SUBDIVISION NO. ELEVEN (11) AND SET A #5 REBAR WITH A MARKED CAP ON THE EAST RIGHT OF WAY LINE OF TEXAS FARM ROAD NO. 1060, FROM WHENCE THE SOUTHWEST (SW) CORNER OF SURVEY NO. FOURTEEN (14), BEING A 40D NAIL IN PAVED ROAD, BEARS S89°35'02"W A DISTANCE OF 51.50 FEET;

THENCE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 1694.28 FEET TO THE NORTHWEST CORNER OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH MARKED CAP;

THENCE N 89°39'10"E ALONG THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 691.70 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2110.00 FEET, SAID POINT BEING #5 REBAR WITH MARKED CAP;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS N 47°08'20"E, A DISTANCE OF 2110.00 FEET, AN ARC DISTANCE OF 2154.42 FEET TO A POINT ON THE EAST LINE OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND BEING ON THE EAST LINE OF SAID SURVEY NO. FOURTEEN (14), SAID POINT BEING A #5 REBAR WITH MARKED CAP;

THENCE S 00°38'44"E ALONG THE EAST LINE OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST LINE OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 1045.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 79.9413 ACRES MORE OR LESS.

PARCEL F (NCS-356717B-1/Texas/West Carver Farm LLC):

TRACT 1:

THE SURFACE ESTATE ONLY TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE COUNTIES OF MOORE AND HUTCHINSON, AND BEING THE WEST PART OF THE GREGORIA MARTINEZ SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") I.D. PIPE IN PLACE, SAID CORNER BEING THE SOUTHWEST (SW) CORNER OF THIS TRACT SURVEY,

THENCE: N 00° 04'42" W ALONG THE WEST LINE OF THE GREGORIA MARTINEZ SURVEY AT 2,064.63 FEET PASS A ¾" I.D. PIPE IN PLACE 2.38 FEET WEST, AT 14,164.01 FEET A ¾" I.D. PIPE IN PLACE, SAID PIPE BEING THE NORTHWEST (NW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID PIPE BEING THE NORTHWEST (NW) CORNER OF THIS TRACT SURVEY,

THENCE: N 89°55'36" E ALONG THE NORTH LINE OF THE GREGORIA MARTINEZ SURVEY AT 5,555.37 FEET PASS 1" SHAFT 6.96 FEET NORTH AT 5,564.23 FEET PASS A 1-1/2" I.D. PIPE IN PLACE 4.11 FEET NORTH, AT 7,690.89 FEET A 1-1/2" I.D. PIPE IN PLACE, SAID PIPE BEING THE NORTHEAST CORNER (NE) CORNER OF THIS TRACT SURVEY, FROM WHENCE THE NORTHEAST (NE) CORNER OF THE GREGORIA MARTINEZ SURVEY BEARS N 89°54' 52" E A DISTANCE OF 6,478.55 FEET, SAID CORNER BEING A #4 REBAR IN PLACE,

THENCE: S 00° 04'24" E AT OF 14,108.51 FEET PASS A 3/4" I.D. PIPE IN PLACE, AT 14,157.19 FEET SET A NO. 5 REBAR IN PAVED COUNTY ROAD ON THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING THE SOUTHEAST (SE) CORNER OF THIS TRACT SURVEY, FROM WHENCE THE SOUTHEAST (SE) CORNER OF THE GREGORIA MARTINEZ SURVEY BEAR N 89° 52'33" E A DISTANCE OF 6,479.50 FEET, SAID CORNER BEING A #4 REBAR IN PLACE,

THENCE: S 89° 52'33" W AT 3453.01 FEET PASS A 1/2" I.D. PIPE, IN PLACE ON THE HUTCHINSON & MOORE COUNTY LINE 0.29' OF A FOOT SOUTH, AT 6,942.11 FEET PASS A TWO INCH (2") I.D. PIPE IN PLACE 0.30' SOUTH, AT 7,689.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 2499.9085 ACRES, LESS 9.8820 ACRES CONTAINED IN RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157, PAGE 613, MOORE COUNTY, TEXAS LEAVING A NET ACREAGE OF 2490.0265 MORE OR LESS, LESS AND EXCEPT THE FACILITY PROPERTY DESCRIBED BELOW:

FACILITY PROPERTY

ANY LAND AND IMPROVEMENTS THEREON, OWNED, LEASED, CONTRACTED, OPERATED OR HEREINAFTER OWNED, LEASED, CONTRACTED, OR OPERATED BY THE COMPANIES ANYWHERE, OR ANY OF THEM INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3,063.86 FEET TO A POINT FROM WHENCE THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY

CLERK, MOORE COUNTY, TEXAS BEARS N 89° 52'33" E A DISTANCE OF 4,625.39 FEET;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 68.07 FEET TO A POINT ON THE NORTH LINE OF A RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157 PAGE 613; OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 275.71 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 441.73 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 282.52 FEET TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY DEED, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 14'30" W ALONG THE NORTH LINE OF SAID RIGHT OF WAY DEED A DISTANCE OF 441.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.8305 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (½") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1270.00 FEET TO A POINT, FROM WHENCE THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS BEARS N 89° 52'33" E A DISTANCE OF 6,419.25 FEET;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 95.70 FEET TO A POINT ON THE NORTH LINE OF A RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157 PAGE 613, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, SAID POINT

BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 09° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 904.30 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 532.37 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1090.83 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 55'36" E WITH A RIGHT ANGLE DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E WITH A RIGHT ANGLE PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2003.62 FEET TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY DEED, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 14'30" W ALONG THE NORTH LINE OF SAID RIGHT OF WAY DEED A DISTANCE OF 552.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.0219 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 5889.25 FEET TO A POINT, SAID POINT BEING A 60D NAIL, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537 PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, A DISTANCE OF 1000.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 550.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1000.00 FEET TO A POINT ON THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, SAID POINT BEING A 60D NAIL, FROM WHENCE THE SOUTHEAST (SE) CORNER OF SAID DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, BEARS N 89° 52'33" E A DISTANCE OF 1250.00 FEET;

THENCE: S 89° 52'33" W ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.6263 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON AND MOORE COUNTIES, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (½") SQUARE IRON ROD IN CENTERLINE; THENCE N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 7689.25 FEET TO A NO. 5 REBAR BEING IN HUTCHINSON COUNTY, STATE OF TEXAS, SAID REBAR BEING THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537 PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, STATE OF TEXAS;

THENCE: N 00° 04'24" W ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 4677.36 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3842.79 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 07'27" W WITH A RIGHT ANGLE A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E WITH A RIGHT ANGLE THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1442.80 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1250.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 800.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1269.83 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3200.00 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT, SAID POINT BEING NO. 5 REBAR;

THENCE: S 00° 04'24" E ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2539.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 163.9192 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON AND MOORE COUNTIES, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 7689.25 FEET TO A NO. 5 REBAR BEING IN HUTCHINSON COUNTY, STATE OF TEXAS, SAID REBAR BEING THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, STATE OF TEXAS;

THENCE: N 00° 04'24" W ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 10757.19 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 2100.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 700.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1500.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1500.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 2250.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 300.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1350.00 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2500.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 167.0110 ACRES MORE OR LESS.

SAVE AND EXCEPT:

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

THAT CERTAIN CORNER OF LAND LOCATED IN THE SW CORNER OF GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, WHICH LAYS SOUTH AND WEST OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD K, WHICH RIGHT-OF-WAY DEED IS RECORDED IN VOLUME 157, PAGE 613 OF THE DEED RECORDS OF MOORE COUNTY, TEXAS, CONTAINING 2.5 ACRES MORE OR LESS.

TRACT 2:

THE SURFACE ESTATE ONLY TO THE FOLLOWING DESCRIBED PROPERTY:
THAT CERTAIN CORNER OF LAND LOCATED IN THE NORTHEAST CORNER OF A 30.01 ACRE TRACT OF LAND DESCRIBED AS FOLLOWS:

BEING OFF THE WESTERN PORTION OF THE JAMES T. WILLIAMS SURVEY, SAME BEING ABOUT 19 MILES NORTH OF 76° EAST FROM DUMAS, MOORE COUNTY, TEXAS;

BEGINNING AT AN IRON PIPE AND 4 PITS THE SOUTHWEST CORNER OF THE G. MARTINEZ SURVEY;

THENCE: NORTH 00° 3' WEST WITH WEST LINE OF G. MARTINEZ SURVEY 745.2 VARAS TO AN IRON STRIP ½ X 2-½ X 16 DRIVEN IN GROUND AND 3 PITS;

THENCE: SOUTH 89° 41' 30" WEST 89 VARAS TO THE WEST LINE OF THE JAMES T. WILLIAMS SURVEY;

THENCE: SOUTH 00° 3' EAST WITH WEST LINE SAID WILLIAMS SURVEY 1033.9 VARAS;

THENCE: NORTH 89° 41' 30" EAST 358 VARAS TO WEST LINE OF THE MCKINNEY & WILLIAMS SURVEY;

THENCE: NORTH 00° 3' WEST WITH WEST LINE OF SAID SURVEY AT 92.3 VARAS AN IRON PIN DRIVEN IN FURROW AND 1 PIT (W) AT 288.7 VARAS AN IRON PIN AND 4 PITS, THE NORTHWEST CORNER OF SAID SURVEY;

THENCE: SOUTH 89° 57' WEST WITH SOUTH LINE OF THE GEORGIA MARTINEZ SURVEY, 269 VARAS TO THE PLACE OF BEGINNING.

SAID CORNER LAYS SOUTH AND WEST OF THE SOUTH RIGHT-OF-WAY LINE OF MOORE COUNTY ROAD K.

PARCEL G (NCS-356717C-T/Texas/Palo Duro Farm LLC):

TRACT 1:

ALL OF THE SOUTH ONE-HALF OF SECTION NUMBER 173, IN BLOCK NUMBER 2, CERTIFICATE NUMBER 33/474, ORIGINAL GRANTEE, GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY, IN HANSFORD COUNTY, TEXAS.

TRACT 2:

THE WEST ONE-HALF AND THE SOUTHEAST QUARTER OF SECTION NUMBER 212, IN BLOCK NUMBER 2, CERTIFICATE NUMBER 33/493, ORIGINAL GRANTEE, GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY, IN HANSFORD COUNTY, TEXAS.

SAVE AND EXCEPT A 15.1112 ACRE TRACT ALONG THE EAST BOUNDARY LINE OF THE SE QUARTER, BEING MORE FULLY DESCRIBED IN DEED AND EXHIBIT RECORDED IN VOLUME 350, PAGE 198, OFFICIAL RECORDS OF HANSFORD COUNTY, TEXAS.

TRACT 3:

A 40 FOOT BY 40 FOOT TRACT OF LAND LOCATED IN THE SW/4 CORNER OF THE NE/4 OF SECTION 212, BLOCK 2, GH&HRCO. SURVEY, HANSFORD COUNTY, TEXAS, SAID TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NE/4 OF SURVEY NO. 212, BLOCK 2, GALVESTON HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR;

THENCE WITH A STATE PLANE COORDINATE BEARING (ZONE 4201-TEXAS NORTH-NAD83) OF N 00 DEGREES 25 MINUTES 43 SECONDS E ALONG THE WEST LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR;

THENCE S 89 DEGREES 40 MINUTES 33 SECONDS E PARALLELING THE SOUTH LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR;

THENCE S 00 DEGREES 25 MINUTES 43 SECONDS W PARALLELING THE WEST LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR ON THE SOUTH LINE OF THE NE/4 OF SAID SURVEY;

THENCE N 89 DEGREES 40 MINUTES 33 SECONDS W ALONG THE SOUTH LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL H (NCS-356717D-1/Texas/Cluck Farm LLC):

THE SURFACE ESTATE OF SECTIONS 3, 4, AND 50, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTION 27, BLOCK 2, GH&H RY. CO. SURVEY, SHERMAN AND HANSFORD COUNTIES, TEXAS.

THE SURFACE ESTATE OF SECTIONS 24 AND 32, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTIONS 42, 67, 68, SW/4 OF 59, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTION 5 AND THE S/2 AND NW/4 OF SECTION 6, ALL IN BLOCK 2-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

LEGAL DESCRIPTION WHICH WILL BE LESS AND EXCEPTED FROM SECTION 4, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS, TO-WIT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN SECTION 4, BLOCK 3-B, GH&H SURVEY, SHERMAN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OR PARCEL AND ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE N 89°20'50"W, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 120.45 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OR PARCEL;

THENCE N 35° 31'53"W, AT A DISTANCE OF 41.98 FEET PASS A 5/8" IRON ROD WITH CAP SET IN THE NORTH RIGHT OF WAY OF A COUNTY ROAD, AND CONTINUING A TOTAL DISTANCE OF 531.93 FEET TO A 5/8" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT OR PARCEL;

THENCE N 00°16'58"E, A DISTANCE OF 714.26 FEET TO A 5/8" IRON ROD WITH CAP SET FOR THE NORTHWEST CORNER OF THIS TRACT OR PARCEL;

THENCE S 89°01'51"E, A DISTANCE OF 429.10 FEET TO A 5/8" IRON ROD WITH CAP SET FOR THE NORTHEAST CORNER OF THIS TRACT OR PARCEL;

THENCE S 00°09'01"W, ALONG THE EAST LINE OF SAID SECTION 4, AT A DISTANCE OF 1025.99 FEET PASS A 5/8" IRON ROD WITH CAP SET IN THE NORTH RIGHT OF WAY OF A COUNTY ROAD, AT A DISTANCE OF 1053.79 FEET PASS A 1-1/2" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SECTION 19, BLOCK 2, GH&H SURVEY, AND CONTINUING A TOTAL DISTANCE OF 1141.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.75 ACRES, MORE OR LESS.

PARCEL 1 (NCS-356717E-T/Texas/Craig Farm LLC):

THE SURFACE ESTATE ONLY OF THE NORTH HALF (N/2) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION 45, BLOCK 3B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

SAVE AND EXCEPT AND THERE IS RESERVED A 6.00 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS.

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF N 00° 04'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 440.00 FEET TO A POINT;

THENCE S 79° 43'03"E A DISTANCE OF 696.00 FEET TO A POINT;

THENCE S 00° 04'00"W PARALLELING THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 323.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45);

THENCE N 89° 22'40"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 685.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.000 ACRES MORE OR LESS.

SAVE AND EXCEPT AND THERE IS RESERVED A 7.749 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

BEGINNING AT THE NORTHWEST (NW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF S 89° 22'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 737.50 FEET TO A POINT;

THENCE S 23° 44'20"W A DISTANCE OF 519.80 FEET TO A POINT;

THENCE S 76°34'59"W A DISTANCE OF 543.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45);

THENCE N 00°04'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 610.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.749 ACRES, MORE OR LESS.

PARCEL J (NCS-356717E-T/Texas/Craig Farm LLC):

ALL OF THE SURFACE ESTATE OF SECTION TEN (10), BLOCK 3-T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

PARCEL K (NCS-356717G-T/Texas/Craig Farm LLC):

TRACT ONE: THE SURFACE ESTATE ONLY OF SECTION ELEVEN (11), BLOCK 3T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

SAVE AND EXCEPT AND THERE IS RESERVED A 11.149 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), BLOCK 3-T, TEXAS AND NEW ORLEANS RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), BLOCK 3-T, TEXAS AND NEW ORLEANS RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF N 00°01'30"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11) A DISTANCE OF 928.00 FEET TO A POINT;

THENCE S 58°52'02" E A DISTANCE OF 531.97 FEET TO A POINT;

THENCE S 30°17'00" E A DISTANCE OF 760.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11);

THENCE N 89°46'20" W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11) A DISTANCE OF 838.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.149 ACRES MORE OR LESS.

TRACT TWO: THE SURFACE ESTATE ONLY OF THE NW/4 OF SECTION 19, BLOCK 3T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

PARCEL 1 (NCS-356717H-T/Texas/Sherman Farm LLC):

TRACT 1: THE SURFACE ESTATE OF SECTION FIVE (5), BLOCK 3-B, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 2: THE SURFACE ESTATE OF SECTION SIXTEEN (16), BLOCK 3-B, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 3: THE SURFACE ESTATE OF SECTION NINETEEN (19), BLOCK 2, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 4: THE SURFACE ESTATE OF THE SOUTH HALF (S/2) OF SECTION EIGHT (8), BLOCK 3-B, GH&H RR CO SURVEY, SHERMAN COUNTY, TEXAS.

EXHIBIT B

Personal Property Description

All right, title and interest of Mortgagee in and to the following, whether now owned or hereafter acquired or arising, and substitutions, replacements, additions or accessions thereto and proceeds thereof:

GRAIN STORAGE BINS: Any crop storage equipment, grain bins, grain legs, grain elevators, grain dryers and related facilities now or hereafter located on the Property.

POTATO STORAGE: Any equipment used for the storing or removal of potatoes from potato storage (but excluding rolling stock, including tractors, trucks and harvest and tillage equipment) and any potato storage facilities or other related facilities now or hereafter located on the Property.

IRRIGATION, DRAINAGE, AND FROST PROTECTION EQUIPMENT: All water production, distribution, irrigation, and drainage equipment and facilities, all frost protection equipment and facilities, including all pumps, pumping stations, motors, panels, switchboxes, transformers, engines, gear heads, booster pumps, machinery, tanks, pivots, linears, hoses, fan jets, pipes, sprinklers, flumes, wheel lines, drip irrigation lines, drip hose, underground pipeline, wind machines, and other water, irrigation or frost protection related machinery, equipment and facilities now or hereafter installed on, affixed to (whether actually or constructively), placed upon, or used in connection with or for the benefit of the Property owned by Mortgagee, including any such items not located on the Property but used to deliver water to the Property (but specifically excluding rolling stock, including tractors, trucks, and harvest and tillage equipment).

WATER RIGHTS: The ground water on, under, pumped from or otherwise available to the Property or any other water rights appurtenant to the Property, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Mortgagee is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity; and any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagee or the Property may receive water, and any entitlement to water delivery or allocation under any applicable law that is held by Mortgagee or the Property.

PROPERTY RELATED GENERAL INTANGIBLES: All general intangibles consisting of contract rights, licenses, permits, and the like, relating in any way to operation of the Property or the business being conducted on the Property, including use permits, agricultural processor licenses, and contracts with third parties for processing any commodities.

This instrument prepared by and
after recording return to:

Drew K. Theophilus
Baird Holm LLP
1500 Woodmen Tower
1700 Farnam Street
Omaha, NE 68102-2068

**ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND FIXTURE FILING**

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Assignment") is made as of March 24, 2010 by **HARTFORD LIFE INSURANCE COMPANY**, a Connecticut corporation and **HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**, a Connecticut corporation, both having an address for notice under this Assignment of 5260 North Palm Avenue, Suite 205, Fresno, California 93704, Attn: Loan Administration (collectively, the "Assignor") to **RABO AGRIFINANCE, INC.**, a Delaware corporation whose address is One CityPlace Drive, Suite 200, Saint Louis, MO 63141-7067 (the "Assignee"). Assignor does hereby assign, WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED BY LAW, except as set forth in that certain Loan Purchase and Sale Agreement between the Assignor and the Assignee dated as of March 11, 2010, the following instrument:

1. Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of October 15, 2008 from Moss Farm LLC, a Delaware limited liability company to the Assignor recorded on October 22, 2008 in the official records of Stevens County, Kansas in Book 252, Page 573.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



STATE OF KANSAS SS
COUNTY OF STEVENS
This instrument was filed for record on the **15th**
day of **June** A.D. 20 **10**
at **2:00** o'clock **P.** M. and duly recorded in
Book **264** on page **377** Fee \$ **164.00**
Chloe A. Schweitzer, Deputy
Register of Deeds

Book 264 page 377

No Mfg Tax Required.
See Affidavit.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first above written.

ASSIGNOR:

HARTFORD LIFE INSURANCE COMPANY, a
Connecticut corporation

By: Hartford Investment Management
Company, a Delaware corporation,
Its Agent and Attorney-in-Fact

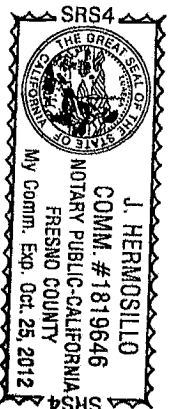
By: David S. Dunlop
Name: David S. Dunlop
Its: Sr. Vice President

STATE OF California)
COUNTY OF Fresno) ss:

On March 24, 2010 before me, J. Hermosillo, a Notary Public in and for said State, personally appeared David Ferris Dunlop, personally known to me (or provide to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

J. Hermosillo
Notary Public
My Commission Expires:



**HARTFORD LIFE AND ACCIDENT INSURANCE
COMPANY**, a Connecticut corporation

By: Hartford Investment Management
Company, a Delaware corporation,
Its Agent and Attorney-in-Fact

By: David E. Dunlop
Name: David E. Dunlop
Its: Sr. Vice President

STATE OF California
COUNTY OF Fresno) ss:

On March 29, 2010 before me, J. Hermosillo, a Notary Public
in and for said State, personally appeared Daniel Ezeel Dunlop personally
known to me (or provide to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his authorized capacity, and that by his/her signature on the
instrument the person or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

J. Hermosillo
Notary Public

My Commission Expires

October 25, 2012

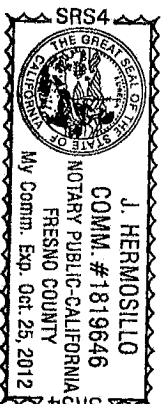


EXHIBIT 'A'

PARCEL A (NCS-356691-SD/Stevens County,Kansas/Moss Farm LLC):

TRACT 1: THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 2: THE NORTHWEST QUARTER (NW/4) OF SECTION FOURTEEN (14), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 3: THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M. STEVENS COUNTY, KANSAS.

TRACT 4: THE EAST HALF (E/2) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 5: THE WEST HALF (W/2) OF SECTION TWELVE (12), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 6: THE SOUTHEAST QUARTER (SE/4) OF SECTION ONE (1), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 7: THE WEST HALF (W/2) OF SECTION (1), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 8: THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP THIRTY-TWO (32) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 9: THE SOUTH HALF (S/2) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 10: ALL OF THAT PART OF THE SOUTH HALF (S/2) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-FIVE (35) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS, LYING NORTH AND WEST OF HIGHWAY U.S. 56 AND THE SANTA FE RAILROAD RIGHT-OF-WAY.

TRACT 11: THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE THIRTY-FIVE (35) WEST OF THE 6TH P.M., STEVENS COUNTY, KANSAS.

TRACT 12: THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 OF SE/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF SW/4) OF SECTION THIRTY-SIX (36) ALL IN TOWNSHIP THIRTY (30) SOUTH, RANGE THIRTY-SIX (36) WEST OF THE 6TH P.M., GRANT COUNTY, KANSAS.

PARCEL B (NCS-356701-SD/Adams County, Nebraska/Buffalo Hill Farm LLC):

PARCEL 1: THE SOUTH HALF(S $\frac{1}{2}$) OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 11; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 11, 468.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SAID SECTION 11, 1165.35 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SAID SECTION 11, 468.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SAID SECTION 11; THENCE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SAID SECTION 11, 1165.35 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART DEED TO THE COUNTY OF ADAMS, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 41.25 FEET IN WIDTH LYING OVER AND ACROSS THE WESTERLY PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$); SAID STRIP BEING PARALLEL TO AND ADJOINING THE WEST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$).

PARCEL 2: THE NORTH HALF OF THE NORTHEAST QUARTER (N $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 23, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER (S $\frac{1}{2}$ SE $\frac{1}{4}$) OF SECTION 14, ALL IN TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 3: THE NORTH HALF OF THE SOUTHEAST QUARTER (N $\frac{1}{2}$ SE $\frac{1}{4}$); AND THE NORTHEAST QUARTER (NE $\frac{1}{4}$); AND THE EAST HALF OF THE NORTHWEST QUARTER (E $\frac{1}{2}$ NW $\frac{1}{4}$) ALL IN SECTION 14, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 4: THE WEST HALF OF THE NORTHWEST QUARTER (W $\frac{1}{2}$ NW $\frac{1}{4}$) AND THE EAST HALF OF THE NORTHWEST QUARTER (E $\frac{1}{2}$ NW $\frac{1}{4}$) OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 5: THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 12 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART DEEDED TO THE COUNTY OF ADAMS, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 41.25 FEET IN WIDTH LYING OVER AND ACROSS THE WESTERLY PART OF THE NORTHWEST HALF (NW $\frac{1}{4}$), SAID STRIP BEING PARALLEL TO AND ADJOINING THE WEST LINE OF SAID NORTHWEST QUARTER (NW $\frac{1}{4}$),

PARCEL 6: THE EAST HALF OF THE EAST HALF (E $\frac{1}{2}$ E $\frac{1}{2}$), THE NORTHWEST (NW $\frac{1}{4}$) AND THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA.

PARCEL 7: THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 1641.93 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE EASTERLY ON A 1497.39 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 163°03' LEFT, A DISTANCE OF 442.82 FEET, SUBTENDING A CENTRAL ANGLE OF 016°57'; THENCE EASTERLY DEFLECTING 000°14' LEFT, A DISTANCE OF 1205.59 FEET; THENCE NORTHERLY DEFLECTING 089°48' LEFT, A DISTANCE OF 60.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

PARCEL 8: THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT T-7 PARTNERSHIP SUBDIVISION.

PARCEL 9: THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EASTERLY A DISTANCE OF 662.85 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE NORTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$); THENCE SOUTHERLY DEFLECTING 089°57', RIGHT, A DISTANCE OF 73.67 FEET ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$); THENCE WESTERLY DEFLECTING 089°48' RIGHT, A DISTANCE OF 662.94 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 090°16' RIGHT, A DISTANCE OF 76.56 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

PARCEL C (NCS-356703-SD/Lincoln County, Nebraska/Lincoln Farm LLC):

TOWNSHIP 9 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 1: NW $\frac{1}{4}$
SECTION 3: ALL

TOWNSHIP 10 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 25: W $\frac{1}{2}$ NW $\frac{1}{4}$
SECTION 26: ALL
SECTION 27: N $\frac{1}{2}$
SECTION 34: ALL
SECTION 35: ALL

TOWNSHIP 10 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 28: S $\frac{1}{2}$ EXCEPT THAT PART OF THE SW $\frac{1}{4}$ DEEDED TO THE STATE OF NEBRASKA IN BOOK 122, PAGE 11

TOWNSHIP 11 NORTH, RANGE 31 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 16: ALL
SECTION 17: ALL
SECTION 18: ALL
SECTION 19: ALL
SECTION 20: ALL
SECTION 21: ALL
SECTION 25: ALL
SECTION 27: ALL

SECTION 28: N $\frac{1}{2}$
SECTION 30: NE $\frac{1}{4}$ /NE $\frac{1}{4}$
SECTION 34: ALL
SECTION 35: E $\frac{1}{2}$, NW $\frac{1}{4}$

TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY,
NEBRASKA.

SECTION 13: ALL
SECTION 14: ALL
SECTION 15: ALL
SECTION 16: ALL
SECTION 17: ALL
SECTION 21: ALL
SECTION 22: ALL
SECTION 23: ALL
SECTION 24: ALL
SECTIONS 25, 26, 27, 34 AND 35: THOSE PORTIONS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 26, 27, 34 AND 35, TOWNSHIP 11 NORTH,
RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 11
NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA;
THENCE S 0°45'47" E ON THE EAST LINE OF SAID SECTION 35 A DISTANCE
OF 2637.64 FEET TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 35; THENCE N
89°54'32" W ON THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SAID SECTION 35 A
DISTANCE OF 2640.65 FEET TO THE CENTER OF SECTION 35; THENCE N
49°51'11" W A DISTANCE OF 931.59 FEET; THENCE N 89°56'45" W A DISTANCE
OF 1210.0 FEET; THENCE S 50°03'15" W A DISTANCE OF 933.39 FEET TO THE
W $\frac{1}{4}$ CORNER OF SECTION 35; THENCE N 89°58'22" W ON THE SOUTH LINE OF
THE NE $\frac{1}{4}$ OF SECTION 34 A DISTANCE OF 2646.82 FEET TO THE CENTER OF
SECTION 34; THENCE N 0°47'13" W ON THE WEST LINE OF THE NE $\frac{1}{4}$ OF
SECTION 34 A DISTANCE OF 2637.49 FEET TO THE N $\frac{1}{4}$ CORNER OF SECTION
34; THENCE N 89°58'46" W ON THE NORTH LINE OF SECTION 34 A DISTANCE
OF 1155.13 FEET; THENCE N 0°46'00" E A DISTANCE OF 664.26 FEET TO THE
SOUTHERLY SIDE OF AN EXISTING TRAIL ROAD; THENCE ON SAID
SOUTHERLY SIDE, N 69°21'20" E A DISTANCE OF 421.16 FEET; THENCE S
87°28'32" E A DISTANCE OF 703.07 FEET; THENCE N 82°16'18" E A DISTANCE
OF 288.03 FEET; THENCE N 63°16'51" E A DISTANCE OF 691.90 FEET; THENCE
N 61°29'23" E A DISTANCE OF 762.78 FEET; THENCE N 49°41'07" E A DISTANCE
OF 52.96 FEET; THENCE CONTINUING N 49°41'07" E A DISTANCE OF 183.67
FEET; THENCE S 80°45'05" E A DISTANCE OF 442.41 FEET; THENCE S 56°22'44"
E A DISTANCE OF 209.60 FEET; THENCE S 56°40'12" E A DISTANCE OF 592.76
FEET; THENCE S 62°45'05" E A DISTANCE OF 661.82 FEET; THENCE S 80°39'37"

E A DISTANCE OF 556.48 FEET; THENCE N 84°38'53" E A DISTANCE OF 652.22 FEET; THENCE N 58°04'02" E A DISTANCE OF 281.62 FEET; THENCE N 68°06'06" E A DISTANCE OF 802.34 FEET; THENCE N 56°27'01" E A DISTANCE OF 710.96 FEET; THENCE CONTINUING N 56°27'01" E A DISTANCE OF 33.22 FEET; THENCE S 87°26'04" E A DISTANCE OF 320.69 FEET; THENCE S 29°49'29" E A DISTANCE OF 264.03 FEET; THENCE S 46°41'56" E A DISTANCE OF 532.34 FEET; THENCE S 59°00'44" E A DISTANCE OF 307.55 FEET; THENCE N 75°28'40" E A DISTANCE OF 137.33 FEET; THENCE S 63°20'18" E A DISTANCE OF 108.38 FEET; THENCE S 7°32'19" E A DISTANCE OF 358.13 FEET; THENCE S 31°33'17" E A DISTANCE OF 187.83 FEET; THENCE S 65°33'08" E A DISTANCE OF 212.46 FEET TO THE EAST LINE OF SECTION 26; THENCE S 0°58'35" E ON THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 304.07 FEET TO THE PLACE OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA; THENCE N 89°58'46" W, AN ASSUMED BEARING, AND ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 1155.13 FEET; THENCE N 0°46'00" E, A DISTANCE OF 664.26 FEET; THENCE N 69°21'20" E, A DISTANCE OF 421.16 FEET; THENCE S 87°23'32" E, A DISTANCE OF 703.07 FEET; THENCE N 82°16'18" E, A DISTANCE OF 39.30 FOOT THENCE S 0°47'13" E, A DISTANCE OF 787.49 FEET TO THE PLACE OF BEGINNING.

AND

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25 (ALSO BEING THE SOUTHEAST CORNER OF SECTION 26), TOWNSHIP 11 NORTH, RANGE 32 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA, THENCE N 0°58'35" W ON THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 304.07 FEET TO THE SOUTHERLY SIDE OF AN EXISTING TRAIL ROAD; THENCE N 65°33'08" W A DISTANCE OF 212.46 FEET; THENCE N 31°33'17" W A DISTANCE OF 187.83 FEET; THENCE N 7°32'19" W A DISTANCE OF 354.13 FEET; THENCE N 63°20'18" W A DISTANCE OF 108.38 FEET; THENCE S 75°28'40" W A DISTANCE OF 187.88 FEET; THENCE N 59°00'44" W A DISTANCE OF 307.55 FEET; THENCE N 46°41'56" W A DISTANCE OF 532.34 FEET; THENCE N 29°49'29" W A DISTANCE OF 264.03 FEET; THENCE N 87°26'04" W A DISTANCE OF 320.69 FEET; THENCE S 56°27'01" W A DISTANCE OF 33.22 FEET; THENCE N 7°47'26" E A DISTANCE OF 538.14 FEET; THENCE N 0°25'43" W A DISTANCE OF 685.31 FEET; THENCE

N 0°10'15" W A DISTANCE OF 703.05 FEET; THENCE N 1°56'16" W A DISTANCE OF 693.0 FEET; THENCE N 3°12'33" E A DISTANCE OF 1018.45 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE N 89°58'06" E ON THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 1563.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE N 89°50'56" E ON THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 2635.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE S 0°56'11" E ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25 A DISTANCE OF 1350.0 FEET; THENCE S 13°14'40" E A DISTANCE OF 844.42 FEET; THENCE S 11°22'19" W A DISTANCE OF 844.4 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 25; THENCE S 0°56'11" E ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 25 A DISTANCE OF 2283.51 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE S 89°48'08" W ON THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 2632.08 FEET TO THE PLACE OF BEGINNING.

SECTION 29: N $\frac{1}{2}$

TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 1: THAT PORTION OF THE W $\frac{1}{2}$ W $\frac{1}{2}$ LYING WEST OF THE CENTER LINE OF THE COUNTY ROAD

SECTION 2: ALL

SECTION 11: ALL

SECTION 19: W $\frac{1}{2}$

SECTION 30: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPT A TRACT OF LAND IN SECTIONS 1 AND 2, TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS (WHICH EXCEPTED TRACT IS REFERRED TO AS "TRACT 2"):

REFERRING TO THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 30 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA; THENCE S 4°08'16" W (AN ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 550.25 FEET TO THE POINT OF BEGINNING; THENCE N 37°16'03" W, A DISTANCE OF 207.95 FEET, THENCE N 46°09'35" W, A DISTANCE OF 147.29 FEET, THENCE N 50°23'18" W, A DISTANCE OF 211.28 FEET, THENCE N 58°12'32" W, A DISTANCE OF 263.07 FEET, THENCE N 18°03'21" E, A DISTANCE OF 104.61 FEET; THENCE N 57°37'06" E, A DISTANCE OF 88.40 FEET; THENCE N 53°43'39" E, A DISTANCE OF 128.42 FEET; THENCE N 53°25'37" E, A DISTANCE OF 59.32 FEET; THENCE N 66°33'45" E, A DISTANCE OF 96.42 FEET; THENCE N 44°09'13" E, A DISTANCE OF 178.35 FEET, THENCE N 37°42'49" E, A DISTANCE OF 188.71 FEET; THENCE N 27°12'32" E, A DISTANCE OF 174.54 FEET, THENCE N 19°46'16" E, A DISTANCE OF 135.65 FEET TO THE EAST LINE OF SAID SECTION 2 (ALSO BEING THE WEST LINE OF SECTION 1);

THENCE N 18°17'03" E, A DISTANCE OF 26.92 FEET, THENCE S 87°09'39" E, A DISTANCE OF 103.30 FEET TO THE CENTERLINE OF THE EXISTING COUNTY ROAD, THENCE S 0°23'11" W ON SAID CENTERLINE, A DISTANCE OF 1463.22 FEET, THENCE N 84°14'16" W, A DISTANCE OF 176.43 FEET, THENCE N 35°35'02" W, A DISTANCE OF 33.96 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA

SECTION 13: THAT PART OF THE SE $\frac{1}{4}$ AND SW $\frac{1}{4}$ LYING SOUTHWEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, AND EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 25 AND NORTHERLY AND EASTERLY OF THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 23, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A PARCEL OF LAND LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M. IN LINCOLN COUNTY, NEBRASKA, DESCRIBES AS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SECTION 13 WITH THE NORTHERLY LINE OF THE HIGHWAY 23 RIGHT-OF-WAY, WHICH POINT IS N 0°00' E 1823.35 FEET FROM THE NORTHWEST CORNER OF SECTION 13; THENCE ALONG THE SAID WEST LINE, WHICH IS ALSO THE EAST LINE OF THE HIGHWAY 25 RIGHT OF WAY, N 0°00' E 345.3 FEET; THENCE ALONG SAID EAST LINE, ON A CURVE TO THE NORTHEAST, CONCAVE TO THE WEST, FROM AN INITIAL RADIAL BEARING N 72°35'25" W, WITH A RADIUS OF 1200.92 FEET, THROUGH A CENTRAL ANGLE OF 17°24'35", FOR AN ARC DISTANCE OF 364.0 FEET; THENCE CONTINUING ALONG SAID EAST LINE, N 0°00' E 214.4 FEET TO THE NORTH LINE OF THE SW $\frac{1}{4}$ THENCE ALONG A FENCE ACCEPTED TO RUN ALONG SAID NORTH LINE, N 88°15' E, 487.8 FEET; THENCE S 5°20'30" W, 1318.7 FEET TO SAID NORTHERLY LINE THENCE ALONG SAID NORTHERLY LINE, N 47°55' W, 565.7 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 34 WEST OF THE 6TH P.M., LINCOLN COUNTY, NEBRASKA, THENCE S 89°59'10" E (AN ASSUMED BEARING) ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 543.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°59'10" E ON SAID NORTH LINE, A DISTANCE OF 817.72 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE ON THE WESTERLY BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, CONCAVE TO THE SOUTHWEST, HAVING A

RADIUS OF 2764.79 FEET. A CENTRAL ANGLE OF 13°19'46", AND A CHORD OF 641.76 FEET BEARING S 30°51'34" E; THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY, AN ARC DISTANCE OF 643.21 FEET; THENCE S 25°44'48" E ON SAID RIGHT-OF-WAY A DISTANCE OF 312.00 FEET; THENCE S 62°28'17" W A DISTANCE OF 400.00 FEET; THENCE N 25°44'48" W, A DISTANCE OF 1017.95 FEET; THENCE N. 89°59'10" W, A DISTANCE OF 498.23 FEET TO THE EAST LINE OF A TRACT OF LAND SHOWN ON 1995 SURVEY BY ROBERT TEMPLE; THENCE N 7° 13' 52" E ON SAID EAST LINE, A DISTANCE OF 100.79 FEET TO THE POINT OF BEGINNING.

PARCEL D (NCS-356713-SD/Texas County, Oklahoma/Guymon Meyer Farm LLC):

TRACT 1:

THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

AND

A TRACT IN LOTS THREE (3), FOUR (4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 0°04'49" EAST BEING AN ASSUMED BEARING ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION A DISTANCE OF 2585.57 FEET TO A POINT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2568 FEET A DISTANCE OF 4026.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION;

THENCE SOUTH 89°52'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2533.65 FEET TO THE POINT OF BEGINNING

AND

A TRACT IN LOT FOUR (4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 89°51'05" EAST BEING AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 107.11 FEET TO A POINT;

THENCE NORTH 0°00'00" EAST PARALLELING THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 146.00 FEET TO A POINT;

THENCE NORTH 89°51'05" WEST PARALLELING THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 107.11 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4);

THENCE SOUTH 0°00'00" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP ONE (1) NORTH OF RANGE TWELVE (12) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SECTION ONE (1), TOWNSHIP ONE (1) NORTH OF RANGE TWELVE (12) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 00°00'26" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2640.76 FEET TO A POINT, SAID POINT BEING THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S/2) OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE SOUTH 00°00'26" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2640.76 FEET TO THE SOUTHEAST (SE) CORNER OF SAID SECTION;

THENCE NORTH 89°51'35" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 5292.71 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SECTION;

THENCE NORTH 00°09'11" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2637.80 FEET TO A POINT, SAID POINT BEING THE NORTHWEST (NW) CORNER OF THE SOUTH HALF (S/2) OF SAID SECTION;

THENCE SOUTH 89°53'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION A DISTANCE OF 49.40 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2595.80 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 3866.28 FEET TO A POINT;

THENCE NORTH 00°01'27" WEST A DISTANCE OF 51.58 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION;

THENCE NORTH 89°58'33" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 400.00 FEET TO A POINT, SAID POINT BEING SOUTH 89°58'33" WEST OF THE NORTHEAST (NE) CORNER OF SAID SECTION;

THENCE SOUTH 00°01'27" EAST A DISTANCE OF 51.58 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2595.80 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 3878.27 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION;

THENCE SOUTH 89°53'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF (S/2) OF SAID SECTION A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

LOTS ONE (1), TWO (2) AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4), LOTS THREE (3), FOUR (4), FIVE (5) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4), LOTS SIX (6), SEVEN (7) AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER (SE/4) OF SECTION SIX (6) TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 4:

THE SOUTH HALF (S/2) OF SECTION FIVE (5) TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT LOCATED IN THE SOUTH HALF (S/2) OF SECTION FIVE (5), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S/2) OF SECTION FIVE (5), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA;

THENCE SOUTH 89°58'17" WEST BEING AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2), A DISTANCE OF 1696.03 FEET TO THE POINT OF BEGINNING FOR THIS TRACT;

THENCE CONTINUE SOUTH 89°58'17" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) A DISTANCE OF 1907.16 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1340.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 1421.42 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1340.00 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 44°31'02" EAST AND A CHORD DISTANCE OF 1355.71 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 1427.19 FEET TO THE POINT OF BEGINNING, SAID ARC HAVING A CHORD BEARING OF NORTH 44°40'22" EAST AND A CHORD DISTANCE OF 1360.69 FEET.

TRACT 5:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 6:

THE WEST HALF (W/2) OF SECTION EIGHT (8), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 7:

THE WEST HALF (W/2) OF SECTION SEVENTEEN (17), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 8:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION EIGHTEEN (18), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 9:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), THE EAST HALF OF THE WEST HALF (E/2 W/2) AND THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP ONE (1) NORTH, RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 10:

ALL OF SECTION TWENTY (20), TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

TRACT 11:

THE WEST HALF (W/2) OF SECTION TWENTY-NINE (29); LOTS ONE (1), TWO (2) AND THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4), LOT THREE (3) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND THE EAST HALF (E/2) OF SECTION THIRTY (30), ALL IN TOWNSHIP ONE (1) NORTH OF RANGE THIRTEEN (13) EAST OF THE CIMARRON MERIDIAN, TEXAS COUNTY, OKLAHOMA.

PARCEL E (NCS-356717A-T/Texas/Ten Sixty Farm LLC):

TRACT 1:

A TRACT OF LAND OUT OF SURVEY 14, BLOCK 1-PD, SURVEY 14-1/2, BLOCK 1-PD, AND SURVEY 2, BLOCK G.M.C., MOORE COUNTY, TEXAS, CONTAINING APPROXIMATELY 398.13 ACRES OF LAND, MORE OR LESS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF J. W. LOVE SURVEY, SAID POINT BEING THE SOUTHEAST CORNER OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C., AS THE PLACE OF BEGINNING;

THENCE: WEST WITH THE SOUTH LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C. TO THE SOUTHWEST CORNER OF SAID SURVEY;

THENCE: NORTH TO THE SOUTHEAST CORNER OF SUBDIVISION 12, SURVEY 14-½, BLOCK 1-PD;

THENCE: WEST WITH THE SOUTH LINE OF SAID SURVEY TO A POINT IN THE EAST LINE OF THE SOUTH 103.07 ACRES OF SUBDIVISION 11, SURVEY 14, BLOCK 1-PD;

THENCE: NORTH WITH THE EAST LINE OF SURVEY 14, BLOCK 1-PD TO A POINT BEING IN THE WEST LINE OF SURVEY 14-½, BLOCK 1-PD, AND BEING THE NORTHEAST CORNER OF THE W. M. TOLIVER TRACT;

THENCE: WEST WITH THE NORTH LINE OF THE W. M. TOLIVER TRACT 953.37 VARAS TO A 1-½" G.I.P. IN THE EAST R/W LINE OF F.M. 1060;

THENCE: NORTH WITH THE EAST R/W LINE OF F.M. 1060 TO A POINT, SAID POINT BEING 20.4 VARAS NORTH OF THE NORTH LINE OF SUBDIVISION 11, AND IN THE WEST LINE OF SUBDIVISION 10, SURVEY 14, BLOCK 1-PD;

THENCE: EAST 20.4 VARAS NORTH OF AND PARALLEL TO THE NORTH LINE OF SUBDIVISION 11, TO A POINT IN THE EAST LINE OF SUBDIVISION 10, SURVEY 14, AND THE WEST LINE OF SUBDIVISION 12, SURVEY 14-½, SAID POINT BEING 112.2 VARAS SOUTH OF THE NORTHWEST CORNER OF SAID SUBDIVISION 12, SURVEY 14-½, BLOCK 1-PD;

THENCE: EAST 636.6 VARAS TO A POINT IN THE EAST LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C., AND THE WEST LINE OF THE MCKINNY AND WILLIAMS SURVEY, SAID POINT BEING 112.2 VARAS SOUTH OF THE NORTHEAST CORNER OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C.;

THENCE: SOUTH WITH THE EAST LINE OF SUBDIVISION 28, SURVEY 2, BLOCK G.M.C. TO ITS SOUTHEAST CORNER AND THE PLACE OF BEGINNING; SAVE AND EXCEPT THE FOLLOWING TRACT:

A SURVEY OF 20.0587 ACRE TRACT OF LAND, BEING A PORTION OF SUBDIVISION NO. ELEVEN (11) OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS.

(A PORTION OF TRACT NO. ONE (1) DESCRIBED IN WARRANTY DEED, BOOK 451, PAGE 880, AND A PORTION OF TRACT NO. ONE (1), DESCRIBED IN DEED OF TRUST, BOOK 574, PAGE 327)

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, SAID CORNER ALSO BEING DESCRIBED AS THE SOUTHEAST (SE) CORNER OF SUBDIVISION ELEVEN (11) OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING THE BASE OF A BOISE D'ARC POST, A #5 REBAR WAS SET IN THE CENTERLINE OF SAID POST WITH MARKED CAP STAMPED TEXAS 4290;

THENCE WITH AN ASSUMED GRID BEARING OF S 89°35'02" W ALONG THE SOUTH LINE OF SAID SURVEY NO. FOURTEEN (14) AND ALONG THE SOUTH LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 2655.83 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH A MARKED CAP ON THE EAST RIGHT OF WAY LINE OF TEXAS FARM ROAD NO. 1060, FROM WHENCE THE SOUTHWEST (SW) CORNER OF SURVEY NO. FOURTEEN (14), BEING A 40'D. NAIL IN PAVE ROAD, BEARS S 89°35'02" W A DISTANCE OF 51.50 FEET;

THENCE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 1694.28 FEET TO THE NORTHWEST (NW) CORNER OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH MARKED CAP, SAID REBAR BEING THE TRUE POINT OF BEGINNING FOR THIS SURVEY;

THENCE CONTINUE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 2833.44 FEET AND SET A #5 REBAR;

THENCE N 89°39'33"E WITH A RIGHT ANGLE A DISTANCE 674.73 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2110.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 48°30'25"E A DISTANCE OF 2110.00 FEET, AN ARC DISTANCE OF 3106.46 FEET AND SET A #5 REBAR ON THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14);

THENCE S 89°39'10"W ALONG THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 691.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.0587 ACRES MORE OR LESS.

TRACT 2:

THE MOORE COUNTY PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THE JOHN W. LOVE SURVEY, MOORE COUNTY, TEXAS, CONTAINING 320 ACRES OF LAND, MORE OR LESS.

TRACT 3:

THE MOORE COUNTY PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

SURVEY OF A 240.7445 ACRE TRACT OF LAND, BEING A PORTION OF THE MARY L. ANGLIN SURVEY, MOORE AND HUTCHINSON COUNTIES, STATE OF TEXAS.

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE MARY L. ANGLIN SURVEY, SAID CORNER BEING ON THE NORTH LINE OF THE THOMAS ROSS SURVEY AND BEING THE MOST EASTERLY SOUTHEAST CORNER OF SURVEY NO. SIXTEEN (16), BLOCK 1-PD, MOORE AND HUTCHINSON COUNTIES, STATE OF TEXAS, SAID CORNER BEING A 1" I.D. PIPE IN PLACE;

THENCE WITH AN ASSUMED GRID BEARING OF N 00°03'52" W ALONG THE WEST LINE OF SAID MARY L. ANGLIN SURVEY AND THE EAST LINE OF SURVEYS NO. SIXTEEN (16) AND FIFTEEN (15), BLOCK 1-PD, A DISTANCE OF 2196.18 FEET TO A 4" STEEL CORNER FENCE POST IN PLACE, SAID FENCE POST BEING THE TRUE POINT OF BEGINNING FOR THIS SURVEY;

THENCE CONTINUE N 00°03'52" W ALONG THE WEST LINE OF SAID MARY L. ANGLIN SURVEY AND THE EAST LINE OF SURVEY NO. FIFTEEN (15), BLOCK 1-PD, A DISTANCE OF 2386.31 FEET AND SET A #5 REBAR WITH MARKED CAP STAMPED TEXAS 4290 AT THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND SURVEY NO. FIFTEEN (15), BLOCK 1-PD;

THENCE N 89°54'05" E ALONG THE NORTH LINE OF SAID MARY L. ANGLIN SURVEY AND THE MOST EASTERLY SOUTH LINE OF SURVEY NO. FIFTEEN (15), BLOCK 1-PD A DISTANCE OF 797.23 FEET AND SET A #5 REBAR WITH MARKED CAP AT THE COMMON CORNER OF SAID SURVEY NO. FIFTEEN (15), BLOCK 1-PD AND THE JOHN W. LOVE SURVEY;

THENCE CONTINUE N 89°54'05" E ALONG THE NORTH LINE OF SAID MARY L. ANGLIN SURVEY AND THE SOUTH LINE OF JOHN W. LOVE SURVEY A DISTANCE OF 3738.54 FEET AND SET A #5 REBAR WITH MARKED CAP AT THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND THE JOHN W. LOVE SURVEY AND BEING ON THE WEST LINE OF THE WILLIAM HEATH SURVEY, HUTCHINSON COUNTY, STATE OF TEXAS;

THENCE S 00°00'03" W ALONG THE EAST LINE OF SAID MARY L. ANGLIN SURVEY AND THE WEST LINE OF THE WILLIAM HEATH SURVEY A DISTANCE OF 2239.09 FEET AND SET A #5 REBAR WITH MARKED CAP, FROM WHENCE THE COMMON CORNER OF SAID MARY L. ANGLIN SURVEY AND THE WILLIAM HEATH SURVEY, BEING A #5 REBAR WITH MARKED CAP, BEARS S 00°00'03" W A DISTANCE OF 2343.39 FEET;

THENCE S 88°02'29" W ALONG AN EXISTING FENCE A DISTANCE OF 4535.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 240.7445 ACRES MORE OR LESS.

TRACT 4:

A 336.499 ACRE PARCEL OF LAND LOCATED IN SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN & HANSFORD COUNTIES, STATE OF TEXAS:

COMMENCING AT THE COMMON CORNER OF SURVEYS NO. TWO (2), NO. ONE (1), NO. ELEVEN (11) & NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN & HANSFORD COUNTIES, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR IN PLACE;

THENCE N 00°11'18"E ALONG THE WEST LINE OF SAID SURVEY NO. TWO (2) A DISTANCE OF 2444.49 FEET TO A #5 REBAR IN PLACE;

THENCE S 89°48'42"E WITH A RIGHT ANGLE A DISTANCE OF 2448.95 FEET TO A POINT;

THENCE: N 35°53'37"E ALONG A RADIAL LINE A DISTANCE OF 2435.30 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2435.30 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, AN ARC DISTANCE OF 1610.51 FEET TO A POINT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 73°47'04" W A DISTANCE OF 2435.30 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 76°17'46"W A DISTANCE OF 2161.45 FEET, AN ARC DISTANCE OF 11,961.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 336.499 ACRES MORE OR LESS, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 33°22'55"W A DISTANCE OF 2161.45 FEET.

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°46'15" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 1476.88 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE N 89°46'15" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°13'45" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°46'15" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 2 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°13'45" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS.

TRACT 5:

A 324.000 ACRE PARCEL OF LAND LOCATED IN SURVEY NO. TWELVE (12), BLOCK NO. THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS:

THAT PARCEL OF LAND INCLUDED WITHIN THE CIRCUMFERENCE OF A CIRCLE HAVING A RADIUS OF 2119.54 FEET, SAID PARCEL CONTAINS 324.000 ACRES MORE OR LESS, THE RADIUS POINT OF SAID CIRCLE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF SURVEYS NO. TWELVE (12), NO. ELEVEN (11), NO. ONE (1) & NO. TWO (2), BLOCK THREE (3), GALVESTON, HOUSTON & HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR IN PLACE;

THENCE N 89°46'15"W ALONG THE NORTH LINE OF SAID SURVEY NO. TWELVE (12) A DISTANCE OF 2616.03 FEET TO A #5 REBAR IN PLACE;

THENCE S 00°13'45"W WITH A RIGHT ANGLE A DISTANCE OF 2667.93 FEET TO THE RADIUS POINT OF SAID CIRCLE,

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS, STATE OF TEXAS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°45'38" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 109.89 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 109.23 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 89°45'38" W WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°45'38" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°14'22" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS;

AND

A 10,000 SQUARE FOOT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS, STATE OF TEXAS;

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SURVEY NO. TWELVE (12), BLOCK THREE (3), GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS, BEING A #5 REBAR IN PLACE;

THENCE N 89°45'38" W ALONG THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 1376.73 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 20.88 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 89°45'38" W WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 00°14'22" E WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 89°45'38" E WITH A RIGHT ANGLE PARALLELING THE SOUTH LINE OF THE SE/4 OF SURVEY NO. 12 A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 00°14'22" W WITH A RIGHT ANGLE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET MORE OR LESS.

TRACT 6:

A TRACT OF LAND OUT OF SUBDIVISION NO. ELEVEN (11) OF SURVEY FOURTEEN (14), IN BLOCK 1-PD, W. J. MORTON ORIGINAL GRANTEE, MOORE COUNTY, TEXAS, CONTAINING 103.07 ACRES OF LAND, MORE OR LESS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HOIS D'ARC POST, THE SOUTHEAST CORNER OF SUBDIVISION ELEVEN (11) OF SURVEY FOURTEEN (14) AS THE PLACE OF BEGINNING;

THENCE, NORTH 00°03' WEST 608.8 VARAS TO A 1-1/4" G.I.P. IN THE WEST LINE OF SURVEY NO. FOURTEEN AND ONE-HALF (14-1/2) FOR THE NORTHEAST CORNER OF THIS SURVEY;

THENCE, NORTH 89°44' WEST 953.37 VARAS TO A 1-1/4" G.I.P. IN THE EAST R/W LINE OF F. M. 1060;

THENCE, SOUTH 00°14' WEST 609.94 VARAS TO A POINT IN THE NORTH LINE OF E. T. WILLIAMSON SURVEY, 19.6 VARAS EAST OF THE NORTHWEST CORNER OF THE WILLIAMSON SURVEY; AND THE SOUTHWEST CORNER OF SURVEY NUMBER FOURTEEN (14);

THENCE, SOUTH 89°48' EAST 956.1 VARAS TO THE PLACE OF BEGINNING; SAVE AND EXCEPT, THE FOLLOWING TRACT:

A 79.9413 ACRE TRACT OF LAND, BEING A PORTION OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN(11), OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, W J MORTON ORIGINAL GRANTEE, MOORE COUNTY, STATE OF TEXAS.

(A PORTION OF THAT TRACT DESCRIBED AS TRACT NO. NINETEEN (19), DEED OF TRUST, BOOK 574, PAGE 333)

BEGINNING AT THE SOUTHEAST (SE) CORNER OF SURVEY NO. FOURTEEN (14), BLOCK 1-PD, SAID CORNER ALSO BEING DESCRIBED AS THE SOUTHEAST CORNER OF THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14), BLOCK 1-PD, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING THE BASE OF A HOIS D'ARC POST, A #5 REBAR WAS SET IN THE CENTERLINE OF SAID POST WITH MARKED CAP STAMPED TEXAS 4290;

THENCE WITH AN ASSUMED GRID BEARING OF S 89°35'03"W ALONG THE SOUTH LINE OF SURVEY NO. FOURTEEN (14) AND ALONG THE SOUTH LINE OF SAID SUBDIVISION NO. ELEVEN (11) A DISTANCE OF 2655.83 FEET TO THE SOUTHWEST (SW) CORNER OF SAID SUBDIVISION NO. ELEVEN (11) AND SET A #5 REBAR WITH A MARKED CAP ON THE EAST RIGHT OF WAY LINE OF TEXAS FARM ROAD NO. 1060, FROM WHENCE THE SOUTHWEST (SW) CORNER OF SURVEY NO. FOURTEEN (14), BEING A 40'D NAIL IN PAVED ROAD, BEARS S89°35'02"W A DISTANCE OF 51.50 FEET;

THENCE N 00°20'27"W ALONG THE WEST LINE OF SAID SUBDIVISION NO. ELEVEN (11) AND THE EAST RIGHT OF WAY LINE OF SAID FARM ROAD NO. 1060 A DISTANCE OF 1694.28 FEET TO THE NORTHWEST CORNER OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND SET A #5 REBAR WITH MARKED CAP;

THENCE N 89°39'10"E ALONG THE NORTH LINE OF THAT TRACT DESCRIBED AS THE SOUTH 103.07 ACRES OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 691.70 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 2110.00 FEET, SAID POINT BEING #5 REBAR WITH MARKED CAP;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS N 47°08'20"E A DISTANCE OF 2110.00 FEET, AN ARC DISTANCE OF 2154.42 FEET TO A POINT ON THE EAST LINE OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND BEING ON THE EAST LINE OF SAID SURVEY NO. FOURTEEN (14), SAID POINT BEING A #5 REBAR WITH MARKED CAP;

THENCE S 00°38'44"E ALONG THE EAST LINE OF SUBDIVISION NO. ELEVEN (11) OF SAID SURVEY NO. FOURTEEN (14) AND THE EAST LINE OF SAID SURVEY NO. FOURTEEN (14) A DISTANCE OF 1045.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 79.9413 ACRES MORE OR LESS.

PARCEL F (NCS-356717B-1/Texas/West Carver Farm LLC):

TRACT 1:

THE SURFACE ESTATE ONLY TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE COUNTIES OF MOORE AND HUTCHINSON, AND BEING THE WEST PART OF THE GREGORIA MARTINEZ SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") I.D. PIPE IN PLACE, SAID CORNER BEING THE SOUTHWEST (SW) CORNER OF THIS TRACT SURVEY,

THENCE: N 00° 04'42" W ALONG THE WEST LINE OF THE GREGORIA MARTINEZ SURVEY AT 2,064.63 FEET PASS A ¾" I.D. PIPE IN PLACE 2.38 FEET WEST, AT 14,164.01 FEET A ¾" I.D. PIPE IN PLACE, SAID PIPE BEING THE NORTHWEST (NW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID PIPE BEING THE NORTHWEST (NW) CORNER OF THIS TRACT SURVEY,

THENCE: N 89°55'36" E ALONG THE NORTH LINE OF THE GREGORIA MARTINEZ SURVEY AT 5,555.37 FEET PASS 1" SHAFT 6.96 FEET NORTH AT 5,564.23 FEET PASS A 1-1/4" I.D. PIPE IN PLACE 4.11 FEET NORTH, AT 7,690.89 FEET A 1-1/4" I.D. PIPE IN PLACE, SAID PIPE BEING THE NORTHEAST CORNER (NE) CORNER OF THIS TRACT SURVEY, FROM WHENCE THE NORTHEAST (NE) CORNER OF THE GREGORIA MARTINEZ SURVEY BEARS N 89°54' 52" E A DISTANCE OF 6,478.55 FEET, SAID CORNER BEING A #4 REBAR IN PLACE,

THENCE: S 00° 04'24" E AT OF 14,108.51 FEET PASS A 3/4" I.D. PIPE IN PLACE, AT 14,157.19 FEET SET A NO. 5 REBAR IN PAVED COUNTY ROAD ON THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING THE SOUTHEAST (SE) CORNER OF THIS TRACT SURVEY, FROM WHENCE THE SOUTHEAST (SE) CORNER OF THE GREGORIA MARTINEZ SURVEY BEAR N 89° 52'33" E A DISTANCE OF 6,479.50 FEET, SAID CORNER BEING A #4 REBAR IN PLACE,

THENCE: S 89° 52'33" W AT 3453.01 FEET PASS A 1/2" I.D. PIPE, IN PLACE ON THE HUTCHINSON & MOORE COUNTY LINE 0.29' OF A FOOT SOUTH, AT 6,942.11 FEET PASS A TWO INCH (2") I.D. PIPE IN PLACE 0.30' SOUTH, AT 7,689.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 2499.9085 ACRES, LESS 9.8820 ACRES CONTAINED IN RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157, PAGE 613, MOORE COUNTY, TEXAS LEAVING A NET ACREAGE OF 2490.0265 MORE OR LESS, LESS AND EXCEPT THE FACILITY PROPERTY DESCRIBED BELOW:

FACILITY PROPERTY

ANY LAND AND IMPROVEMENTS THEREON, OWNED, LEASED, CONTRACTED, OPERATED OR HEREINAFTER OWNED, LEASED, CONTRACTED, OR OPERATED BY THE COMPANIES ANYWHERE, OR ANY OF THEM INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3,063.86 FEET TO A POINT FROM WHENCE THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY

CLERK, MOORE COUNTY, TEXAS BEARS N 89° 52'33" E A DISTANCE OF 4,625.39 FEET;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 68.07 FEET TO A POINT ON THE NORTH LINE OF A RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157 PAGE 613; OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 275.71 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 441.73 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 282.52 FEET TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY DEED, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 14'30" W ALONG THE NORTH LINE OF SAID RIGHT OF WAY DEED A DISTANCE OF 441.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.8305 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1270.00 FEET TO A POINT, FROM WHENCE THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS BEARS N 89° 52'33" E A DISTANCE OF 6,419.25 FEET;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 95.70 FEET TO A POINT ON THE NORTH LINE OF A RIGHT OF WAY DEED RECORDED IN DEED RECORD, VOLUME 157 PAGE 613, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, SAID POINT

BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 904.30 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 532.37 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1090.83 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 55'36" E WITH A RIGHT ANGLE DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E WITH A RIGHT ANGLE PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2003.62 FEET TO A POINT ON THE NORTH LINE OF SAID RIGHT OF WAY DEED, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 14'30" W ALONG THE NORTH LINE OF SAID RIGHT OF WAY DEED A DISTANCE OF 552.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.0219 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON COUNTY, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 5889.25 FEET TO A POINT, SAID POINT BEING A 60D NAIL, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537 PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, TEXAS, A DISTANCE OF 1000.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

· THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 550.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1000.00 FEET TO A POINT ON THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, SAID POINT BEING A 60D NAIL, FROM WHENCE THE SOUTHEAST (SE) CORNER OF SAID DEEDED TRACT, BEING A NO. 5 REBAR IN HUTCHINSON COUNTY, TEXAS, BEARS N 89° 52'33" E A DISTANCE OF 1250.00 FEET;

THENCE: S 89° 52'33" W ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY, A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.6263 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON AND MOORE COUNTIES, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH (1/2") SQUARE IRON ROD IN CENTERLINE; THENCE N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 7689.25 FEET TO A NO. 5 REBAR BEING IN HUTCHINSON COUNTY, STATE OF TEXAS, SAID REBAR BEING THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537 PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, STATE OF TEXAS;

THENCE: N 00° 04'24" W ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 4677.36 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3842.79 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 07'27" W WITH A RIGHT ANGLE A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E WITH A RIGHT ANGLE THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1442.80 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1250.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 800.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1269.83 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 3200.00 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT, SAID POINT BEING NO. 5 REBAR;

THENCE: S 00° 04'24" E ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2539.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 163.9192 ACRES MORE OR LESS; AND

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, HUTCHINSON AND MOORE COUNTIES, STATE OF TEXAS;

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, SAID CORNER BEING A TWO INCH (2") PIPE IN PLACE WITH A HALF INCH ($\frac{1}{2}$ ") SQUARE IRON ROD IN CENTERLINE;

THENCE: N 89° 52'33" E ALONG THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 7689.25 FEET TO A NO. 5 REBAR BEING IN HUTCHINSON COUNTY, STATE OF TEXAS, SAID REBAR BEING THE SOUTHEAST (SE) CORNER OF A DEEDED TRACT RECORDED IN OFFICIAL REAL PROPERTY RECORDS, VOLUME 537, PAGE 330, OFFICE OF THE COUNTY CLERK, MOORE COUNTY, STATE OF TEXAS;

THENCE: N 00° 04'24" W ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 10757.19 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 2100.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 700.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 89° 52'33" W PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1500.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 1500.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 2250.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE N 00° 04'24" W PARALLELING THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 300.00 FEET TO A POINT, SAID POINT BEING A NO. 5 REBAR;

THENCE: N 89° 52'33" E PARALLELING THE SOUTH LINE OF THE GREGORIA MARTINEZ SURVEY A DISTANCE OF 1350.00 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT, SAID POINT BEING A NO. 5 REBAR;

THENCE: S 00° 04'24" E ALONG THE EAST LINE OF SAID DEEDED TRACT A DISTANCE OF 2500.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 167.0110 ACRES MORE OR LESS.

SAVE AND EXCEPT:

A TRACT OF LAND LOCATED IN A PORTION OF THE GREGORIA MARTINEZ SURVEY, MOORE COUNTY, STATE OF TEXAS;

THAT CERTAIN CORNER OF LAND LOCATED IN THE SW CORNER OF GREGORIA MARTINEZ SURVEY, MOORE COUNTY, TEXAS, WHICH LAYS SOUTH AND WEST OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD K, WHICH RIGHT-OF-WAY DEED IS RECORDED IN VOLUME 157, PAGE 613 OF THE DEED RECORDS OF MOORE COUNTY, TEXAS, CONTAINING 2.5 ACRES MORE OR LESS.

TRACT 2:

THE SURFACE ESTATE ONLY TO THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN CORNER OF LAND LOCATED IN THE NORTHEAST CORNER OF A 30.01 ACRE TRACT OF LAND DESCRIBED AS FOLLOWS:

BEING OFF THE WESTERN PORTION OF THE JAMES T. WILLIAMS SURVEY, SAME BEING ABOUT 19 MILES NORTH OF 76° EAST FROM DUMAS, MOORE COUNTY, TEXAS;

BEGINNING AT AN IRON PIPE AND 4 PITTS THE SOUTHWEST CORNER OF THE G. MARTINEZ SURVEY;

THENCE: NORTH 00° 3' WEST WITH WEST LINE OF G. MARTINEZ SURVEY 745.2 VARAS TO AN IRON STRIP ½ X 2-½ X 16 DRIVEN IN GROUND AND 3 PITTS;

THENCE: SOUTH 89° 41' 30" WEST 89 VARAS TO THE WEST LINE OF THE JAMES T. WILLIAMS SURVEY;

THENCE: SOUTH 00° 3' EAST WITH WEST LINE SAID WILLIAMS SURVEY 1033.9 VARAS;

THENCE: NORTH 89° 41' 30" EAST 358 VARAS TO WEST LINE OF THE MCKINNEY & WILLIAMS SURVEY;

THENCE: NORTH 00° 3' WEST WITH WEST LINE OF SAID SURVEY AT 92.3 VARAS AN IRON PIN DRIVEN IN FURROW AND 1 PIT (W) AT 288.7 VARAS AN IRON PIN AND 4 PITTS, THE NORTHWEST CORNER OF SAID SURVEY;

THENCE: SOUTH 89° 57' WEST WITH SOUTH LINE OF THE GEORGIA MARTINEZ SURVEY, 269 VARAS TO THE PLACE OF BEGINNING.

SAID CORNER LAYS SOUTH AND WEST OF THE SOUTH RIGHT-OF-WAY LINE OF MOORE COUNTY ROAD K.

PARCEL G (NCS-356717C-T/Texas/Palo Duro Farm LLC):

TRACT 1:

ALL OF THE SOUTH ONE-HALF OF SECTION NUMBER 173, IN BLOCK NUMBER 2, CERTIFICATE NUMBER 33/474, ORIGINAL GRANTEE, GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY, IN HANSFORD COUNTY, TEXAS.

TRACT 2:

THE WEST ONE-HALF AND THE SOUTHEAST QUARTER OF SECTION NUMBER 212, IN BLOCK NUMBER 2, CERTIFICATE NUMBER 33/493, ORIGINAL GRANTEE, GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY, IN HANSFORD COUNTY, TEXAS.

SAVE AND EXCEPT A 15.1112 ACRE TRACT ALONG THE EAST BOUNDARY LINE OF THE SE QUARTER, BEING MORE FULLY DESCRIBED IN DEED AND EXHIBIT RECORDED IN VOLUME 350, PAGE 198, OFFICIAL RECORDS OF HANSFORD COUNTY, TEXAS.

TRACT 3:

A 40 FOOT BY 40 FOOT TRACT OF LAND LOCATED IN THE SW/4 CORNER OF THE NE/4 OF SECTION 212, BLOCK 2, GH&HRCO. SURVEY, HANSFORD COUNTY, TEXAS, SAID TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NE/4 OF SURVEY NO. 212, BLOCK 2, GALVESTON HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, HANSFORD COUNTY, STATE OF TEXAS, SAID CORNER BEING A #5 REBAR;

THENCE WITH A STATE PLANE COORDINATE BEARING (ZONE 4201-TEXAS NORTH-NAD83) OF N 00 DEGREES 25 MINUTES 43 SECONDS E ALONG THE WEST LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR;

THENCE S 89 DEGREES 40 MINUTES 33 SECONDS E PARALLELING THE SOUTH LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR;

THENCE S 00 DEGREES 25 MINUTES 43 SECONDS W PARALLELING THE WEST LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET AND SET A #5 REBAR ON THE SOUTH LINE OF THE NE/4 OF SAID SURVEY;

THENCE N 89 DEGREES 40 MINUTES 33 SECONDS W ALONG THE SOUTH LINE OF THE NE/4 OF SAID SURVEY A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL H (NCS-356717D-1/Texas/Chuck Farm LLC):

THE SURFACE ESTATE OF SECTIONS 3, 4, AND 50, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTION 27, BLOCK 2, GH&H RY. CO. SURVEY, SHERMAN AND HANSFORD COUNTIES, TEXAS.

THE SURFACE ESTATE OF SECTIONS 24 AND 32, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTIONS 42, 67, 68, SW/4 OF 59, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

THE SURFACE ESTATE OF SECTION 5 AND THE S/2 AND NW/4 OF SECTION 6, ALL IN BLOCK 2-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

LEGAL DESCRIPTION WHICH WILL BE LESS AND EXCEPTED FROM SECTION 4, BLOCK 3-B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS, TO. WIT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN SECTION 4, BLOCK 3-B, GH&H SURVEY, SHERMAN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OR PARCEL AND ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE N 89°20'50"W, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 120.45 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OR PARCEL;

THENCE N 35° 31'53"W, AT A DISTANCE OF 41.98 FEET PASS A 5/8" IRON ROD WITH CAP SET IN THE NORTH RIGHT OF WAY OF A COUNTY ROAD, AND CONTINUING A TOTAL DISTANCE OF 531.93 FEET TO A 5/8" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT OR PARCEL;

THENCE N 00°16'58"E, A DISTANCE OF 714.26 FEET TO A 5/8" IRON ROD WITH CAP SET FOR THE NORTHWEST CORNER OF THIS TRACT OR PARCEL;

THENCE S 89°01'51"E, A DISTANCE OF 429.10 FEET TO A 5/8" IRON ROD WITH CAP SET FOR THE NORTHEAST CORNER OF THIS TRACT OR PARCEL;

THENCE S 00°09'01"W, ALONG THE EAST LINE OF SAID SECTION 4, AT A DISTANCE OF 1025.99 FEET PASS A 5/8" IRON ROD WITH CAP SET IN THE NORTH RIGHT OF WAY OF A COUNTY ROAD, AT A DISTANCE OF 1053.79 FEET PASS A 1-1/2" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SECTION 19, BLOCK 2, GH&H SURVEY, AND CONTINUING A TOTAL DISTANCE OF 1141.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.75 ACRES, MORE OR LESS.

PARCEL 1 (NCS-356717E-T/Texas/Craig Farm LLC):

THE SURFACE ESTATE ONLY OF THE NORTH HALF (N/2) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION 45, BLOCK 3B, GH&H RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

SAVE AND EXCEPT AND THERE IS RESERVED A 6.00 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS.

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF N 00° 04'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 440.00 FEET TO A POINT;

THENCE S 79° 43'03"E A DISTANCE OF 696.00 FEET TO A POINT;

THENCE S 00° 04'00"W PARALLELING THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 323.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45);

THENCE N 89° 22'40"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 685.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.000 ACRES MORE OR LESS.

SAVE AND EXCEPT AND THERE IS RESERVED A 7.749 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

BEGINNING AT THE NORTHWEST (NW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION FORTY-FIVE (45), BLOCK 3-B, GALVESTON, HOUSTON AND HENDERSON RAILWAY COMPANY SURVEY, SHERMAN, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF S 89° 22'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 737.50 FEET TO A POINT;

THENCE S 23° 44'20"W A DISTANCE OF 519.80 FEET TO A POINT;

THENCE S 76°34'59"W A DISTANCE OF 543.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45);

THENCE N 00°04'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FORTY-FIVE (45) A DISTANCE OF 610.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.749 ACRES, MORE OR LESS.

PARCEL J (NCS-356717F-T/Texas/Craig Farm LLC):

ALL OF THE SURFACE ESTATE OF SECTION TEN (10), BLOCK 3-T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

PARCEL K (NCS-356717G-T/Texas/Craig Farm LLC):

TRACT ONE: THE SURFACE ESTATE ONLY OF SECTION ELEVEN (11), BLOCK 3T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

SAVE AND EXCEPT AND THERE IS RESERVED A 11.149 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), BLOCK 3-T, TEXAS AND NEW ORLEANS RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), BLOCK 3-T, TEXAS AND NEW ORLEANS RAILWAY COMPANY SURVEY, SHERMAN COUNTY, STATE OF TEXAS;

THENCE WITH AN ASSUMED GRID BEARING OF N 00°01'30"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11) A DISTANCE OF 928.00 FEET TO A POINT;

THENCE S 58°52'02" E A DISTANCE OF 531.97 FEET TO A POINT;

THENCE S 30°17'00" E A DISTANCE OF 760.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11);

THENCE N 89°46'20" W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION ELEVEN (11) A DISTANCE OF 838.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.149 ACRES MORE OR LESS.

TRACT TWO: THE SURFACE ESTATE ONLY OF THE NW/4 OF SECTION 19, BLOCK 3T, T&NO RY. CO. SURVEY, SHERMAN COUNTY, TEXAS.

PARCEL L (NCS-356717H-T/Texas/Sherman Farm LLC):

TRACT 1: THE SURFACE ESTATE OF SECTION FIVE (5), BLOCK 3-B, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 2: THE SURFACE ESTATE OF SECTION SIXTEEN (16), BLOCK 3-B, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 3: THE SURFACE ESTATE OF SECTION NINETEEN (19), BLOCK 2, GH&H RAILWAY COMPANY SURVEY, SHERMAN COUNTY, TEXAS.

TRACT 4: THE SURFACE ESTATE OF THE SOUTH HALF (S/2) OF SECTION EIGHT (8), BLOCK 3-B, GH&H RR CO SURVEY, SHERMAN COUNTY, TEXAS.

AFFIDAVIT OF PRIOR INDEBTEDNESS

STATE OF KANSAS)
) ss:
COUNTY OF STEVENS)

David E. Dunlap, being first duly sworn upon oath, deposes and says that he is a Senior Vice President of Hartford Investment Management Company, as the agent and attorney-in-fact for HARTFORD LIFE INSURANCE COMPANY, a Connecticut corporation and HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY, a Connecticut corporation (collectively, the "Assignor"), and is familiar with the facts hereinafter stated: that \$7,328,000.00 of the consideration for the Assignment of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from Assignor to RABO AGRIFINANCE, INC., a Delaware corporation ("Assignee"), wherein Assignor assigned to Assignee that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from MOSS FARM LLC, a Delaware limited liability company ("Mortgagor") to Assignor dated October 15, 2008 and recorded in Book 252, at Page 573 in the official records of Stevens County, Kansas, and upon which the registration fee in the amount of \$19,052.80 has been paid (the "Mortgage") is principal indebtedness included in that previously recorded Mortgage.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

HARTFORD LIFE INSURANCE COMPANY, a
Connecticut corporation

BY: **HARTFORD INVESTMENT MANAGEMENT COMPANY,**
Its Agent and Attorney-In-Fact

By: *David E. Dunlap*
David E. Dunlap, Senior Vice President

STATE OF CALIFORNIA)
COUNTY OF Fresno) ss

On March 24 2010, before me, J. Hermosillo, a notary public,
personally appeared David E. Dunlap, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[seal]

J. Hermosillo

