

**FIRST AMENDMENT TO SENIOR SECURED SUPER-PRIORITY
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

THIS FIRST AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "**Amendment**"), is dated as of February [___], 2015, and is made and entered into by and among TEXOMA PEANUT COMPANY, an Oklahoma corporation ("**Texoma**"), CLINT-CO PEANUT COMPANY, an Oklahoma corporation ("**Clint-Co**"), and CLINT WILLIAMS COMPANY – WESTERN DIVISION LLC, a Texas limited liability company ("**Clint-Western**"), as borrowers, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as lender (the "**Lender**"). Texoma, Clint-Co, and Clint Western are collectively referred to as the "**Borrowers**" and each individually as a "**Borrower**".

RECITALS:

A. The Borrowers and the Lender are parties to the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of November 10, 2014 (as amended, modified or otherwise supplemented prior to the date hereof, the "**Credit Agreement**") pursuant to which the Lender has agreed to provide certain loans and other financial accommodations to the Borrowers in accordance with the terms and conditions set forth therein.

B. The Borrowers and the Lender desire to amend the Credit Agreement as set forth herein to be effective as of the Amendment Effective Date (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** Each capitalized term used herein that is defined in the Credit Agreement, but that is not defined in this Amendment, shall have the meaning ascribed to such term in the Credit Agreement, as amended hereby.

2. **Amendment to the Credit Agreement.** In reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended in the manner provided in this **Section 2** effective as of the date that each of the conditions precedent set forth in Section 3 hereof shall have been satisfied, waived by Lender in its sole and absolute discretion, or converted to a post-Amendment Effective Date covenant of Borrowers and Guarantors by election of Lender in its sole and absolute discretion (the "**Amendment Effective Date**").

(a) Section 1.1(a) of the Credit Agreement shall be amended and restated in its entirety to read as follows:

(a) **Commitments.** Subject to the terms and conditions of this Agreement, Lender agrees to make loans (each, a "**Loan**") to Borrowers from time to time, but not more frequently than once per day, until the earlier of (i) the occurrence of an Event of Default or (ii) April 16, 2015 (the earlier of which to occur referred to herein as the "**Termination Date**"), not to exceed at any time the aggregate

outstanding principal amount of the Loans on the Amendment Effective Date (an amount equal to \$[_____] as of the date of execution of the First Amendment) (the “**Amendment Date Balance**”), plus an amount equal to the amount of advances set forth in the Budget after the Amendment Effective Date (an amount equal to \$[_____] as of the date of the execution of the First Amendment) (the “**Post-Amendment Line**”, and together with the Loans that comprise the Amendment Date Balance, the “**Facility**”), the proceeds of which shall be used only for expenses (“**Budgeted Expenses**”) permitted to be paid by Borrowers in compliance with the Budget. After the occurrence of the Amendment Effective Date, the Lender shall send Borrowers and Guarantors a notice that sets forth the Amendment Effective Date and the final amounts of the Amendment Date Balance and the Post-Amendment Line (the “**Effective Date Notice**”). The Amendment Effective Date and the amounts of the Amendment Date Balance and the Post-Amendment Line set forth in the Effective Date Notice shall be final and determinative of the Amendment Effective Date and the amounts of the Amendment Date Balance and the Post-Amendment Line that shall be binding upon Borrowers and Guarantors. Lender will deposit the proceeds of such Loans for Budgeted Expenses into the Cash Management Account; provided, however, that Lender will not be obligated to make any such Loan if all applicable conditions precedent set forth in Sections 4.1 and 4.3 are not satisfied. The Loans made by Lender shall be evidenced by one or more accounts or records maintained by Lender in the ordinary course of business. The accounts or records maintained by Lender shall be conclusive absent manifest error of the amount of the Loans made by Lender to Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrowers hereunder to pay any amount owing with respect to the outstanding borrowings. Upon the request of Lender, Borrowers shall execute and deliver to Lender a promissory note (the “**Note**”) in substantially the form attached as Exhibit A hereto, all terms of which are incorporated herein by this reference. Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto. Upon the Roll-Up Funding Date, Lender made a Loan to Borrowers in the principal amount not to exceed \$36,500,000 to refinance the Pre-Petition Obligations, which amount included all of the then outstanding Obligations and Indebtedness under and as defined in the Existing Credit Agreement (the “**Roll-Up**”).

(b) All references in the Credit Agreement to a “Revolver Loan” shall be replaced with references to a “Loan”, and all references in the Credit Agreement to “Revolver Loans” shall be replaced with references to “Loans”.

(c) All references in the Credit Agreement to the “Revolver” shall be replaced with references to the “Facility”.

(d) All references in the Credit Agreement to the “Revolver Note” shall be replaced with references to the “Note”.

(e) All references in the Credit Agreement to “Total Revolver Exposure” shall be replaced with references to “Total Exposure”.

(f) Section 1.1(c) of the Credit Agreement shall be amended and restated in its entirety to read as follows:

(c) **Borrowings.** Borrowers may from time to time, but not more frequently than once per day, until the Termination Date, borrow under the Facility, subject to all of the limitations, terms and conditions contained herein (including without limitation Section 1.1(b)), and in the Note. Any Loan that has been repaid by Borrowers may not be re-advanced or re-borrowed.

(g) Section 1.1(f) of the Credit Agreement shall be deleted therefrom.

(h) Section 1.3(b)(ii) of the Credit Agreement shall be amended and restated in its entirety to read as follows:

(ii) Unless otherwise provided in the Financing Order or otherwise agreed by Lender, all amounts deposited into the Collection Account shall be applied (i) first, to the outstanding amount of the Loans and other DIP Obligations that relate to the Amendment Date Balance and (ii) second, to the outstanding amount of the Loans and other DIP Obligations that relate to the Post-Amendment Line, on the Business Day of such deposit of immediately available funds or other receipt of immediately available funds by Lender, provided that such payment is received in accordance with Lender’s usual and customary practices as in effect from time to time. For purposes of computing interest on the DIP Obligations, all such payments shall be deemed to be credited against the DIP Obligations on the first Business Day after such deposits or receipts are no longer provisional. Any payment received by Lender that is not a transfer of immediately available funds shall be considered provisional until the item or items representing such payment have been finally paid under applicable law. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment, and that portion of the DIP Obligations corresponding to the amount of such dishonored payment item shall be deemed to bear interest as if the dishonored payment item had never been received by Lender. Notwithstanding anything contained herein, all proceeds of DIP Collateral received by Lender and all cash, checks, notes, instruments, and other items of payment shall be applied to reduce the DIP Obligations in such manner as Lender shall determine in its sole discretion.

(i) Section 1.3(b) of the Credit Agreement shall be amended by adding the following as clause (iv) thereof:

(iv) The Borrowers shall not make debits to or withdrawals from the Collection Account, and the Borrowers shall have no access to the Collection Account or to funds at any time on deposit in the Collection Account.

(j) Section 5.3 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

Section 5.3 FINANCIAL STATEMENTS. Provide to Lender all of the following, in form and detail satisfactory to Lender:

- (a) as soon as prepared, but not later than Thursday of each week (or such earlier time as may be requested by Lender), a fully completed borrowing base certificate in substantially the form attached as Exhibit D (“**Borrowing Base Certificate**”) as of the preceding Friday, certified by an Authorized Representative of Borrowers to be true and correct as of the date thereof, together with (i) a weekly aging report showing the aging of all accounts, in form acceptable to Lender, (ii) a weekly inventory report, in form acceptable to Lender and (iii) such other supporting information as may be requested by Lender;
- (b) as soon as prepared, but not later than 12:00 noon Central time on each Business Day, a fully completed Borrowing Base Certificate as of the preceding Business Day, certified by an Authorized Representative to be a true and correct estimate of the Borrowing Base to the best of the Borrowers’ ability as of the date thereof;
- (c) concurrently with the filing thereof with the Bankruptcy Court, a copy of the Borrowers’ Monthly Operating Reports;
- (d) within 60 days after the end of each calendar year, a current personal financial statement of each of the Guarantors together with (i) a balance sheet, (ii) a listing of contingent liabilities and (iii) such other supporting information or schedules as may be requested by Lender and within 15 days after filing thereof with the Internal Revenue Service, a copy of any Guarantor’s federal income tax return;
- (e) within 15 days of the filing thereof with the Internal Revenue Service, but not later than November 15 of each year, a copy of Borrowers’ federal income tax return, including all schedules thereto; and
- (f) such additional financial or other information concerning the acts, conduct, property, assets, liabilities, operations, financial condition, and transactions of the Borrowers, or concerning any matter that may affect the administration of the Borrowers’ bankruptcy estates, as Lender may from time to time request.

(k) Section 5.5 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

Section 5.5 REPORTS. Deliver to Lender:

(a) by no later than 12 noon central time on Thursday of each week beginning on the first Thursday after the Effective Date a variance report certified by an Authorized Representative of Borrowers to be true and correct as of the date thereof, reconciling the prior week's cash flow forecast to the actual sources and uses of cash for the prior week, along with a line-by-line reconciliation and explanation of material variances to the Budget. Borrowers shall provide Lender access to Borrowers' management to discuss any variances;

(b) any and all documentation that in any way relates to a solicitation, offer, or proposed sale or disposition of a material amount of the Borrowers' then owned assets, including, but not limited to, letters of inquiry, solicitations, letters of intent, or asset purchase agreements; and

(d) written weekly reports by Borrowers' retained sale agent or an Authorized Representative of Borrowers regarding all material facts regarding the status of the Borrowers' sales process.

(l) Section 5.12 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

Section 5.12 CONTROLLED ACCOUNTS. Each Borrower shall cause to be maintained with Lender all Cash Management Services, including all deposit accounts and lockbox services; provided, that notwithstanding the foregoing, Borrowers may maintain those deposit accounts set forth on Schedule 3.17 hereto at other banks or depository institutions; provided, that such deposit accounts either (i) are exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for Borrowers' employees or (ii) are operating accounts that at no time have balances in excess of \$25,000 in available funds individually or \$50,000 in available funds in the aggregate; and provided further that copies of the statements for such deposit accounts are provided to Lender within five (5) days after any Borrower's receipt of any such statements.

(m) Section 6.3 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

Section 6.3 LEASE EXPENDITURES. Incur any new operating lease expense or enter into any new lease.

(n) Section 6.10 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

Section 6.10 PEANUT CONTRACTS. Pay option premiums for, purchase, or redeem any peanuts.

(o) Appendix A of the Credit Agreement shall be amended by adding the following thereto:

“Amendment Effective Date” shall have the meaning given in the First Amendment.

“First Amendment” shall mean the First Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement dated February [___], 2015 by and among Borrowers and Lender.

(p) Exhibit A of the Credit Agreement shall be replaced with **Exhibit A** attached hereto.

(q) Exhibit B of the Credit Agreement shall be replaced with **Exhibit B** attached hereto.

(r) Exhibit C of the Credit Agreement shall be replaced with **Exhibit C** attached hereto.

(s) Exhibit D of the Credit Agreement shall be replaced with **Exhibit D** attached hereto.

(t) Schedule 5.4 of the Credit Agreement shall be supplemented with the Budget attached hereto as **Exhibit E**.

3. Conditions Precedent.

(a) The effectiveness of this Amendment is subject to the satisfaction, waiver by Lender in its sole and absolute discretion, or conversion to a post-Amendment Effective Date covenant of Borrowers and Guarantors by election of Lender in its sole and absolute discretion, of each of the following conditions precedent:

(i) The Lender shall have received executed counterparts of this Amendment from each of the Borrowers and Guarantors;

(ii) The Lender shall have received payment of a non-refundable amendment fee in the amount of \$25,000;

(iii) The Lender shall have received such certificates of duly authorized officers or trustees (as applicable) of the Borrowers and Guarantors and such other documents, instruments and agreements as Lender shall require to evidence the due authorization, execution and delivery of this Amendment;

- (iv) The Lender shall have received the Note executed by the Borrowers in the form of Exhibit A hereof;
- (v) The Bankruptcy Court shall have entered an Order, in form and substance acceptable to Lender in its sole and absolute discretion, approving this Amendment and containing such other relief as may be determined by Lender (the “**Amendment Approval Order**”);
- (vi) The Lender shall have received a corrected signature page of Clint-Co to the Credit Agreement; and
- (vii) The Lender shall have received certificates of incumbency and authority from the Trustees of the 1997 Pamela Sue Ortloff Trust and the Pamela Sue Ortloff GST Exemption Residuary Trust evidencing the due authorization, execution, and delivery of the Reaffirmation of Guaranty dated as of November 10, 2014 executed by the Guarantors that are in form and substance acceptable to Lender in its sole and absolute discretion.

(b) Lender may elect in its sole and absolute discretion that any of the above listed conditions precedent be converted to post-Amendment Effective Date covenants of the Borrowers and the Guarantors. In the event Lender makes such election, Borrowers and Guarantors covenant and agree to satisfy each of the items set forth in Section 3(a) hereof on or before a time determined by Lender at the time of its election in its sole and absolute discretion.

4. Representations and Warranties. In order to induce the Lender to enter into this Amendment, the Borrowers hereby jointly and severally represent and warrant to the Lender and agree that:

(a) Subject to entry of the Amendment Approval Order, each of the Borrowers has all corporate or limited liability company power and authority and has been duly authorized to execute, deliver and perform its obligations under this Amendment;

(b) Subject to entry of the Amendment Approval Order, this Amendment and the Credit Agreement (as amended by this Amendment) are valid and legally binding obligations of each of the Borrowers, enforceable against them in accordance with their respective terms;

(c) Subject to entry of the Amendment Approval Order, the execution, delivery and performance of this Amendment and the Credit Agreement (as amended by this Amendment), by each of the Borrowers do not and will not (i) conflict with, result in a breach of the terms, conditions or provisions of, constitute a default under, or result in any violation of its articles of incorporation or bylaws or articles of organization or regulations, as applicable, or any agreement, instrument, undertaking, judgment, decree, order, writ, injunction or law to which it is subject or by which it or any of its assets or properties is bound or affected, (ii) result in the creation or imposition of any Lien on any asset or property now or hereafter owned by any of the Borrowers pursuant to the provisions of any mortgage, indenture, security agreement, contract, undertaking or other agreement or (iii) require any authorization, consent, license,

approval or authorization of, or other action by, notice or declaration to, registration with, any Governmental Authority or, to the extent any such consent or other action may be required, it has been validly procured or duly taken;

(d) **Exhibit F** hereof sets forth (i) a complete and accurate list of all real property in which any Borrower has any fee ownership or leasehold interest as of the Amendment Effective Date, specifying the nature of each Borrower's interest in such real property and, in the case of leasehold interests, the name and address of the lessor and (ii) a list of the addresses and locations where any Collateral is or may be located; and

(e) The outstanding amount of all Loans is \$[_____] as of [_____] , 2015. None of the Borrowers or Guarantors has any defenses to payment, counterclaims, or rights of setoff with respect to any indebtedness or obligations to Lender existing as of the Amendment Effective Date, including, without limitation, the DIP Obligations.

(f) The Roll-Up has been funded by Lender, the Roll-Up Funding Date has occurred, and upon the Roll-Up Funding Date, Lender made a Loan to Borrowers to refinance the Pre-Petition Obligations, which amount included all of the then outstanding Obligations and Indebtedness under and as defined in the Existing Credit Agreement. As a result of the Roll-Up, all Obligations and Indebtedness under and as defined in the Existing Credit Agreement now constitute DIP Obligations that are Loans under the Facility.

5. Reaffirmation of the Loan Documents. In addition to the terms hereof, and except as amended hereby, each of the Borrowers and the Guarantors hereby acknowledges, ratifies, reaffirms and agrees that each of the Loan Documents and the Financing Order are and will remain in full force and effect and binding on the Borrowers and are enforceable in accordance with their respective terms and applicable law including, without limitation, all promises, agreements, warranties, representations, covenants, releases, indemnifications, waivers of jury trials, arbitration and notices contained therein. Each of the Borrowers and Guarantors hereby acknowledges, ratifies, reaffirms, and agrees that the first priority (with the sole potential exception of any Prior Liens (as defined in the Financing Order)) perfected liens and security interests created by the Loan Documents and the Financing Order in favor of Lender in the Collateral are and will remain in full force and effect and binding on Borrowers and Guarantors, and are enforceable in accordance with their respective terms and applicable law.

6. Reimbursement of Expenses. Subject to the provisions of the Financing Order, the Borrowers agree to pay or reimburse all reasonable out-of-pocket expenses, including, without limitation, attorney's fees and expenses, incurred by the Lender in connection with the negotiation and preparation of this Amendment.

7. WAIVER AND RELEASE. EACH OF THE BORROWERS (IN ITS OWN RIGHT AND ON BEHALF OF ITS OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS) AND EACH OF THE GUARANTORS HEREBY EXPRESSLY AND UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT IT HAS NO SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, DEFENSES, CLAIMS, CAUSES OF ACTION, ACTIONS OR DAMAGES OF ANY CHARACTER OR NATURE ARISING OUT OF OR FROM OR RELATED TO THE CREDIT AGREEMENT, THE FINANCING

ORDER, OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT, AGAINST THE LENDER, ANY OF ITS AFFILIATES OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS OR REPRESENTATIVES (COLLECTIVELY, THE “**LENDER-RELATED PARTIES**”) OR ANY GROUNDS OR CAUSE FOR REDUCTION, MODIFICATION, SET ASIDE OR SUBORDINATION OF THE DIP OBLIGATIONS OR ANY LIENS OR SECURITY INTERESTS OF THE LENDER. IN PARTIAL CONSIDERATION FOR THE AGREEMENT OF THE LENDER TO ENTER INTO THIS AMENDMENT, EACH OF THE BORROWERS AND THE GUARANTORS HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVES AND FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES THE LENDER-RELATED PARTIES FROM, AND COVENANTS NOT TO SUE THE LENDER-RELATED PARTIES FOR, ANY AND ALL SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, CLAIMS, CAUSES OF ACTION, ACTIONS, GROUNDS, CAUSES, DAMAGES, COSTS AND EXPENSES OF EVERY NATURE AND CHARACTER ARISING OUT OF OR FROM OR RELATED TO THE CREDIT AGREEMENT, THE FINANCING ORDER, OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT WHICH ANY OF THE BORROWERS OR GUARANTORS NOW OWNS AND HOLDS, OR HAS AT ANY TIME HERETOFORE OWNED OR HELD, SUCH WAIVER, RELEASE, DISCHARGE AND COVENANT BEING MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CIRCUMSTANCES AND EFFECTS OF SUCH WAIVER, RELEASE, DISCHARGE AND COVENANT AND AFTER HAVING CONSULTED LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT THERETO. THIS SECTION 7 IS IN ADDITION TO ANY OTHER RELEASE OF ANY OF THE LENDER-RELATED PARTIES BY THE BORROWERS OR GUARANTORS AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE OR WAIVER BY THE BORROWERS OR GUARANTORS IN FAVOR OF ANY OF THE LENDER-RELATED PARTIES.

8. NO ORAL AGREEMENTS. THIS AMENDMENT, THE CREDIT AGREEMENT, THE FINANCING ORDER, AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

9. Counterparts. This Amendment may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same instrument. Delivery by any party of an executed counterpart of a signature page to this Amendment by telecopier or electronically by portable document format (PDF) shall be effective as delivery of a manually executed counterpart hereof.

10. Descriptive Headings. The descriptive headings of the several paragraphs of this Amendment are inserted for convenience only and shall not be used in the construction of the content of this Amendment.

11. Governing Law. This Amendment shall be construed in accordance with the substantive laws of the State of Texas.

12. Arms-Length/Good Faith. This Amendment has been negotiated at arms-length and in good faith by the parties hereto.

13. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Loan Document. This Amendment is a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

BORROWERS:

TEXOMA PEANUT COMPANY, an Oklahoma corporation

By: _____
Alan L. Ortloff, President

CLINT-CO PEANUT COMPANY, an Oklahoma corporation

By: _____
Pamela Sue Ortloff, President

CLINT WILLIAMS COMPANY – WESTERN DIVISION LLC, a Texas limited liability company

By: _____
Alan L. Ortloff, President

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Becky Hill, Senior Vice President

SIGNATURE PAGE

TO FIRST AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

US 3272980v.6

**JOINDER, ACKNOWLEDGMENT, RATIFICATION
AND AGREEMENT BY GUARANTORS**

The undersigned guarantors (collectively, the “**Guarantors**”) hereby jointly and severally: (i) join in the execution of the foregoing First Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement (the “**Amendment**”); (ii) agree to, consent to and acknowledge their respective release of, and covenant not to sue, the Lender-Related Parties (as defined in the Amendment) contained in Section 7 of the Amendment, (iii) consent to the Borrowers’ (as defined in the Amendment) execution and delivery of the Amendment; and (iv) reaffirm their respective obligations under the Amended and Restated Continuing Guaranty dated as of January 15, 2014, the Pledge and Security Agreement dated January 15, 2014, and the Reaffirmation of Guaranty dated November 10, 2014 (collectively, the “**Guaranty**”) and acknowledge that the Guaranty continues in full force and effect, unabated and uninterrupted, and remains the valid and legally binding obligation of each of the undersigned, enforceable against each of them in accordance with its terms.

ALAN L. ORTLOFF

PAMELA SUE ORTLOFF

1997 PAMELA SUE ORTLOFF TRUST

By: _____
Pamela Sue Ortloff, Trustee

By: _____
David Dunn, Trustee

**PAMELA SUE ORTLOFF GST EXEMPTION
RESIDUARY TRUST**

By: _____
Pamela Sue Ortloff, Trustee

[Joinder, Acknowledgment, Ratification
and Agreement by Guarantors]

EXHIBIT A

FORM OF AMENDED NOTE

[\$], _____, 2015

FOR VALUE RECEIVED, the undersigned TEXOMA PEANUT COMPANY, an Oklahoma corporation, CLINT-CO PEANUT COMPANY, an Oklahoma corporation, and CLINT WILLIAMS COMPANY-WESTERN DIVISION LLC, a Texas limited liability company (collectively, "**Borrowers**"), hereby jointly and severally promise to pay to WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Lender**"), at its office in Phoenix, Arizona, or such other place as the holder hereof may designate, the principal sum of [_____] Dollars (\$[]) (or such lesser amount as shall equal the aggregate unpaid principal amount of the Loans made by Lender to Borrowers under the Credit Agreement, as hereinafter defined), in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Loan, at such office, in like money and funds, for the period commencing on the date of such Loan until such Loan shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

The date, amount, interest rate, and maturity of each Loan made by Lender to Borrowers, and each payment made on account of the principal thereof, shall be recorded by Lender on its books. Failure to make any such recordation shall not affect any of Lender's or Borrowers' rights or obligations in respect of such Loans or affect the validity of any transfer by Lender of this Amended Note pursuant to Section 8.4 of the Credit Agreement.

This Amended Note is the Note referred to in the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of November 10, 2014 among Borrowers and Lender, as amended by the First Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement of even date herewith (such Credit Agreement, as the same has been or may be amended, supplemented or restated from time to time, the "**Credit Agreement**"), and evidences Loans made by Lender thereunder. Capitalized terms used in this Amended Note and not otherwise defined herein have the respective meanings assigned to them in the Credit Agreement.

This Amended Note is issued pursuant to, and is subject to the terms and conditions set forth in, the Credit Agreement and the Financing Order and is entitled to the benefits provided for in the Credit Agreement, the Financing Order, and the other Loan Documents. The Credit Agreement provides for the acceleration of the maturity of this Amended Note upon the occurrence of certain events, for prepayments of Loans upon the terms and conditions specified therein and other provisions relevant to this Amended Note.

This Amended Note amends, restates, and supersedes (but does not extinguish the indebtedness evidenced by or constitute a novation of) that certain Revolver Note dated as of November 10, 2014 and made by the Borrowers in the stated principal amount of \$40,500,000.00

and payable to the Lender, and the indebtedness formerly evidenced by such prior Revolver Note shall hereafter be evidenced by this Amended Note.

THIS AMENDED NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

[Signature Page Follows]

TEXOMA PEANUT COMPANY,
an Oklahoma corporation

By: _____
Name: _____
Title _____

CLINT-CO PEANUT COMPANY,
an Oklahoma corporation

By: _____
Name: _____
Title _____

CLINT WILLIAMS COMPANY-WESTERN
DIVISION LLC,
a Texas limited liability company

By: _____
Name: _____
Title _____

The undersigned certifies, represents and warrants on behalf of Borrowers (and not individually) that (a) he/she is the [] of Texoma Peanut Company, and as such he/she is authorized to execute this certificate on behalf of Borrowers and (b) Borrowers are entitled to receive the requested Borrowing under the terms and conditions of the Credit Agreement.

TEXOMA PEANUT COMPANY, an Oklahoma corporation

By: _____

Name: _____

Title: _____

ANNEX 1

BORROWING BASE CERTIFICATE

EXHIBIT C

[Reserved]

Exhibit D

FORM OF BORROWING BASE CERTIFICATE

Texoma Peanut Company
Clint-Co Peanut Company
Clint Williams Company – Western Division LLC

Date _____

Item	Amount	Advance Rate	Discounted Value
1. Eligible Insured Foreign Accounts	_____	85%	_____
2. Eligible Uninsured Foreign Accounts	_____	70%	_____
3. Eligible Domestic Accounts	_____	85%	_____
4. Eligible Seed Accounts	_____	70%	_____
5. Eligible Sold Finished Goods Inventory	_____	75%	_____
6. Eligible Unsold Finished Goods Inventory ¹	_____	65%	_____
7. Eligible Farmers Stock Inventory	_____	65%	_____
8. Eligible Peanut Purchase Option			
Contract Premiums	_____	65%	_____
9. The lesser of (i) 50% of value of Specified			
Brokerage Accounts, or (ii) \$20,000	_____	100%	_____
Less:			
10. Accounts Payable			(_____)
Less:			
11. Outstanding Checks			(_____)

¹ Discounted Value not to exceed 100% of cost.

12. SUBTOTAL _____

13. Borrowing Base (Equals the Subtotal in Item 12)² _____

14. Total Outstanding Amount of Loans (_____)

15. Availability (item 13 less item 14) _____

Overadvance as of _____³ _____ X 103% = _____

The undersigned Authorized Representative, on behalf of the Borrowers, hereby certifies that each item presented above is true and correct to the best of his/her knowledge.

Signed: _____

² Not to exceed the limitation on aggregate Borrowings contained in Section 1.1(b) of Credit Agreement
³ As of date of forecast per the Budget attached as Schedule 5.4 of the Credit Agreement.

EXHIBIT E

[Budget]

Tenoma Peanut Company

DIP Cash Flow Forecast

	Forecast 22-Jan	Forecast 29-Jan	Forecast 5-Feb	Forecast 12-Feb	Forecast 19-Feb	Forecast 26-Feb	Forecast 5-Mar	Forecast 12-Mar	Forecast 19-Mar	Forecast 26-Mar	Forecast 2-Apr	Forecast 9-Apr	Forecast 16-Apr	Total
Receipts														
Foreign Accounts	\$ 351,939	\$ 344,103	\$ 688,853	\$ 626,913	\$ 573,860	\$ 528,393	\$ 527,360	\$ 487,283	\$ 452,895	\$ 423,381	\$ 398,044	\$ 376,288	\$ 357,602	\$ 6,136,913
Domestic Accounts	775,147	661,212	480,381	479,281	478,401	477,697	477,134	476,683	476,323	476,034	475,803	475,619	475,471	\$ 6,635,185
Seed Accounts	5,000	5,000	-	-	-	5,000	-	5,000	-	5,000	-	5,000	-	\$ 25,000
Lead In	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Cleaning and Drying	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
DMA Pass-thru	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Peanut In	(80,781)	(75,399)	(87,693)	(82,965)	(78,920)	(75,457)	(75,337)	(72,297)	(69,691)	(67,456)	(65,539)	(63,893)	(62,480)	\$ (957,907)
Expected Unrecoverable AR	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Liquidation Discount on Inventory	2,488,000	4,600,000	-	1,250,000	-	-	-	-	-	-	-	-	-	\$ 8,338,000
Other Receipts (net of sales commissions)	\$ 3,494,305	\$ 5,534,916	\$ 1,081,541	\$ 2,273,229	\$ 973,341	\$ 935,633	\$ 929,156	\$ 896,668	\$ 859,526	\$ 836,959	\$ 808,309	\$ 793,014	\$ 770,593	\$ 20,177,190
Total Receipts														
Disbursements														
Option Premiums	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Peanut Loan Redemptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Purchases/Buy-ins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Disbursements for Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses														
Acquisition Costs	\$ 37,000	\$ 5,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,785
Employee Wages and Taxes	36,260	114,196	29,945	106,472	9,598	40,955	9,598	28,271	74,000	20,531	20,531	20,531	2,500	\$ 416,367
Insurance	49,000	17,000	49,352	17,000	16,000	40,000	46,000	6,000	20,000	6,324	32,500	2,500	2,500	\$ 358,176
Misc Taxes	-	-	-	-	46,373	-	20,000	-	-	-	-	-	-	\$ 66,373
Building Rents	4,000	12,500	-	12,500	-	-	2,197	-	-	-	2,500	-	-	\$ 33,697
Equipment Rents	3,000	2,500	4,000	2,500	2,000	2,000	4,000	1,885	648	500	500	4,000	-	\$ 18,385
Repairs and Maintenance	2,000	1,000	2,000	1,000	1,000	1,000	1,000	1,000	648	500	500	500	500	\$ 11,648
Maintenance Supplies	2,000	5,000	-	5,000	-	-	-	-	-	-	-	-	-	\$ 10,000
Packaging	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Seed Treatment	500	500	500	500	500	500	500	500	483	-	-	-	-	\$ 4,483
Other Supplies	57,327	20,494	18,594	15,563	14,832	75,776	10,241	10,222	9,752	9,349	9,003	8,707	8,452	\$ 218,312
Brokerage Fees	14,337	14,337	4,337	4,337	4,337	9,337	4,337	4,337	9,337	4,337	4,337	4,337	4,337	\$ 101,380
Manuf. and Insp Fees	150,000	75,000	40,000	20,000	10,000	10,000	5,000	30,000	5,000	30,000	5,000	5,000	5,000	\$ 390,000
Professional Fees	107,500	4,000	2,500	2,000	68,950	2,000	1,614	66,950	66,950	30,000	5,000	5,000	5,000	\$ 256,014
Utilities	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	52,841	\$ 686,931
Freight Out Exp Charged	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Other Freight	-	-	91,092	-	-	-	-	120,000	-	-	-	-	-	\$ 211,092
Cold Storage	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
T&E, Adv.	411	200	200	200	4,200	200	200	200	4,200	200	200	200	4,200	\$ 14,811
Analysis fees / other misc bank charges	2,000	2,000	2,000	2,000	2,000	1,739	1,500	1,500	1,500	1,500	1,500	1,500	1,500	\$ 14,811
Misc Expense	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	\$ 39,000
ENA	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Operating Expenses	\$ 519,176	\$ 339,353	\$ 311,860	\$ 244,913	\$ 235,630	\$ 189,358	\$ 164,027	\$ 259,756	\$ 227,711	\$ 128,581	\$ 111,381	\$ 188,115	\$ 82,830	\$ 2,993,692
WFB BK COSTS & FINANCING														
Interest on Post-Petition Total Debt	250,000	250,000	209,904	-	-	-	142,512	-	-	-	117,270	-	-	\$ 469,686
WFB Professional Fees	250,000	250,000	209,904	-	-	-	142,512	-	-	-	117,270	-	-	\$ 500,000
Total WFB BK COSTS & FINANCING	\$ 250,000	\$ 250,000	\$ 209,904	\$ -	\$ -	\$ -	\$ 142,512	\$ -	\$ -	\$ -	\$ 117,270	\$ -	\$ -	\$ 969,686
Debt Service														
Principal - WFEFI	\$ 970,000	\$ 1,067,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,037,000
Other Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Debt Service	\$ 970,000	\$ 1,067,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,037,000
Total Disbursements	\$ 1,739,176	\$ 1,647,353	\$ 521,764	\$ 244,913	\$ 235,630	\$ 189,358	\$ 306,539	\$ 259,756	\$ 227,711	\$ 128,581	\$ 228,651	\$ 188,115	\$ 82,830	\$ 6,000,378
Weekly Cash Flow	1,745,128	3,887,563	559,777	2,028,317	737,711	746,275	622,617	636,912	631,815	708,378	579,658	604,899	687,753	
Cumulative Cash Flow	10,171,226	14,058,789	14,618,566	16,646,883	17,384,593	18,130,869	18,753,486	19,390,298	20,022,214	20,730,591	21,310,249	21,915,148	22,602,910	14,176,812

Domestic Premium Company												
DIP Forwarding Base Forecast												
	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
	6/30	12/30	3/31	6/30	9/30	12/30	3/31	6/30	9/30	12/30	3/31	6/30
Insured Foreign Accounts	4,739,000	4,138,750	4,040,563	3,949,879	3,575,424	3,357,137	2,986,593	2,756,631	2,561,164	2,396,016	2,253,790	2,133,749
Less Ineligible	(900,516)	(1,118,231)	(1,041,656)	(1,094,988)	(1,032,542)	(1,212,214)	(1,298,659)	(1,275,663)	(1,256,116)	(1,239,502)	(1,225,329)	(1,213,375)
Eligible Insured Liquidation Value	3,838,483	3,020,519	3,000,000	2,854,891	2,542,882	2,144,923	1,687,934	1,480,968	1,305,048	1,156,514	1,028,461	920,374
Advance Rate	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Insured Foreign Available for Advance	3,262,210	2,562,144	2,550,000	2,469,906	2,154,939	1,822,738	1,402,089	1,295,283	1,168,933	1,071,000	1,000,000	955,000
Uninsured Foreign Accounts	1,379,282	1,227,205	1,215,804	1,204,638	1,132,492	1,066,118	1,005,054	948,875	859,235	780,152	710,993	649,848
Less Ineligible	(137,928)	(122,205)	(121,580)	(120,665)	(113,149)	(106,612)	(100,505)	(94,875)	(85,925)	(78,152)	(71,099)	(64,985)
Eligible Uninsured Liquidation Value	1,241,354	1,105,000	1,094,224	1,084,073	1,019,343	959,506	904,549	853,987	773,312	702,052	639,894	584,863
Advance Rate	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Uninsured Foreign Available for Advance	863,918	772,795	762,644	763,408	716,194	672,894	633,044	597,791	541,318	491,622	447,889	409,404
Domestic Accounts	3,099,417	2,878,501	2,888,235	2,401,904	2,396,404	2,392,034	2,368,484	2,385,568	2,388,415	2,381,613	2,390,171	2,379,017
Less Ineligible	(513,214)	(283,850)	(258,833)	(240,150)	(229,650)	(229,200)	(238,989)	(238,567)	(238,341)	(238,161)	(237,902)	(237,809)
Eligible Domestic Liquidation Value	2,586,203	2,594,651	2,629,411	2,161,753	2,166,754	2,162,833	2,149,695	2,147,101	2,145,073	2,143,451	2,142,154	2,141,116
Advance Rate	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Domestic Available for Advance	2,192,423	2,171,553	1,980,000	1,837,456	1,839,249	1,829,883	1,827,190	1,825,036	1,823,312	1,821,934	1,820,831	1,819,948
Seed Accounts - Liquidation Value	33,002	33,062	33,062	28,062	28,062	28,062	28,062	23,062	23,062	18,062	18,062	13,062
Advance Rate	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Domestic Available for Advance	23,143	23,143	23,143	19,643	19,643	19,643	16,143	16,143	16,143	12,643	12,643	9,143
Trade A/R Available for Advance	9,249,850	7,412,617	6,827,664	4,584,482	4,114,487	4,042,412	4,603,193	6,114,235	6,826,678	6,529,612	6,162,958	5,133,626
	6,332,224	6,133,942	5,860,110	5,637,679	5,301,561	5,012,890	4,794,761	4,547,297	4,340,664	4,158,186	4,005,513	3,870,833
Option Premiums - Unpurch Farmer Stock Advance Rate	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Option Premiums Available for Advance	144,662	144,662	144,662	144,662	144,662	144,662	144,662	144,662	144,662	144,662	144,662	144,662
Farmer Stock Less Acq Costs (by vol)	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Advance Rate	94,030	94,030	94,030	94,030	94,030	94,030	94,030	94,030	94,030	94,030	94,030	94,030
Farmer Stock Available for Advance	10,313,633	7,768,822	7,240,900	6,734,919	6,215,057	5,697,136	5,179,214	4,661,293	4,143,372	3,625,450	3,107,529	2,589,607
Finished Goods	10,313,633	7,768,822	7,240,900	6,734,919	6,215,057	5,697,136	5,179,214	4,661,293	4,143,372	3,625,450	3,107,529	2,589,607
Unsold Finished Goods (by vol)	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Advance Rate	7,572,225	5,826,616	5,438,175	5,049,734	4,661,293	4,277,852	3,884,411	3,495,970	3,107,529	2,719,088	2,330,646	1,942,205
Sold Finished Goods for Advance	2,741,408	1,942,205	1,802,725	1,687,185	1,553,764	1,419,284	1,284,803	1,165,313	1,055,843	947,366	847,881	747,402
Unsold Finished Goods (by vol)	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%
Advance Rate	1,826,263	1,342,113	1,238,832	1,141,691	1,046,550	951,409	856,268	761,127	665,986	570,845	475,704	380,564
Unsold Finished Goods for Advance	1,826,263	1,342,113	1,238,832	1,141,691	1,046,550	951,409	856,268	761,127	665,986	570,845	475,704	380,564
Finished Goods for Advance	6,648,488	7,253,729	6,770,148	6,286,566	5,802,984	5,319,402	4,835,820	4,352,238	3,868,656	3,385,074	2,901,492	2,417,910
Total Inventory	10,313,633	7,768,822	7,240,900	6,734,919	6,215,057	5,697,136	5,179,214	4,661,293	4,143,372	3,625,450	3,107,529	2,589,607
Total Inventory Available for Advance	9,742,518	7,347,750	6,864,178	6,380,596	5,897,014	5,413,432	4,929,850	4,445,268	3,962,666	3,479,104	2,995,522	2,511,940
Other Asset	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890
Cash	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Advance Rate	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890	899,890
Cash Available for Advance	18,948	18,948	18,948	18,948	18,948	18,948	18,948	18,948	18,948	18,948	18,948	18,948
Advance Rate	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Cash Available for Advance	9,474	9,474	9,474	9,474	9,474	9,474	9,474	9,474	9,474	9,474	9,474	9,474
Total Other Assets Available for Advance	909,894	9,481	9,482	-	-	-	-	-	-	-	-	-
Accounts Payable	(11,377)	-	-	-	-	-	-	-	-	-	-	-
Outstanding Checks	-	-	-	-	-	-	-	-	-	-	-	-
BORROWING BASE	16,927,729	13,491,183	12,731,290	12,018,275	11,139,575	10,426,322	9,694,611	8,994,061	8,302,750	7,637,490	7,001,035	6,387,754
Line Availability	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000	48,900,000
Line Limit	25,318,156	18,668,521	16,923,393	13,035,830	12,476,053	10,447,736	9,710,026	8,964,750	8,341,133	7,704,221	7,072,405	6,364,028
Outstanding Bank Line Balance	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000	6,702,000
Total Outstanding	37,202,156	25,370,521	23,625,393	19,737,880	19,178,053	17,149,736	16,412,026	15,665,750	15,041,333	14,406,221	13,774,405	13,066,028
Borrowing Base Surplus (Overadvance)	(15,027,427)	(11,879,338)	(10,891,603)	(7,719,555)	(7,049,478)	(6,723,414)	(6,711,415)	(6,671,689)	(6,740,383)	(6,768,731)	(6,773,371)	(6,683,274)

EXHIBIT F

[Properties; Collateral Location]

**REAL PROPERTY
PART A**

Fee Interests:

<u>State</u>	<u>County</u>	<u>Warehouse</u>	<u>Street Address</u>	<u>City</u>	<u>ZIP Code</u>
OK	Greer	Willow	31665 E. County Road 1350 P.O. Box 188	Willow	73673
OK	Hughes	Calvin	4098 Diagonal 3799 Rd, P.O. Box 369	Calvin	74531
OK	Jackson	Altus	740 Corbin, P.O. Box 516	Altus	73522
TX	Grayson	Whitesboro	200 Kelly Street	Whitesboro	76273
TX	Dawson	Welch	303 S. Hwy137 and 9th St, P.O. Box 115	Welch	79377

Leasehold Interests:

<u>State</u>	<u>County</u>	<u>Lessor</u>	<u>Street Address</u>	<u>City</u>	<u>ZIP Code</u>	<u>Lessor Address</u>
OK	Marshall	Golden Peanut Company LLC	433 E. Main Street	Madill	73446	Attn: Noelle Perkins, 77 Wacker Dr. Ste 400, Chicago, IL 60601
OK	Marshall	Pamela Sue Ortloff GST Exemption Residuary Trust	912 S. First Street	Madill	73446	1021 Brush Creek Ln., Madill, OK 73446
OK	Marshall	Red River Cold Storage	600 East Industrial Road, P.O. Box 617	Madill	73446	Attn: James Swanson, 4520 Keller Hicks Rd. Suite 106, Ft. Worth, TX 76244
OK	Hughes	Union Pacific Railroad	4098 Diagonal 3799 Rd, P.O. Box 369	Calvin	74531	REAL ESTATE-PROPERTY MANAGEMENT, 1400 DOUGLAS ST., STOP 1690, OMAHA, NE 68179
TX	Grayson	Union Pacific Railroad	200 Kelly Street	Whitesboro	76273	REAL ESTATE-PROPERTY MANAGEMENT, 1400 DOUGLAS ST., STOP 1690, OMAHA, NE 68179

Note: All personal property owned by the Borrower that is pledged to Wells Fargo is located at one of the locations above except for some farmer stock peanuts which may be located at buying points that have been sold to third parties as a part of the Bankruptcy Case. The farmerstock owned by the Debtor is unavailable at this time due to USDA actions related to the third party farmerstock that is owned by third parties.