

Dated: January 23, 2015

The following is ORDERED:



Tom R. Cornish

TOM R. CORNISH
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

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In re	: Chapter 11
TEXOMA PEANUT COMPANY, <i>et al.</i> ,	: Case No. 14-81334 (TRC)
Debtors.	: Jointly Administered
	: Ref. Docket No. 90
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AMENDED

ORDER AUTHORIZING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS AND ASSUMPTION AND ASSIGNMENT OF CERTAIN POTENTIAL EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(As to all buyers except Golden Peanut Company)

At a hearing on December 17, 2014 (the "Sale Hearing"), this Court considered the *Motion for Approval of a Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests and Authorizing the Assumption and Assignment of Certain Potential Executory Contracts and/or Unexpired Leases* [Docket No. 90] (the "Sale Motion") filed by Texoma Peanut Company, Clint-Co Peanut Company, and Clint

Williams Company-Western Division LLC, as debtors-in-possession of their bankruptcy estates (collectively, the “Debtors”) pursuant to sections 105, 363, and 365 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order, *inter alia*: (i) authorizing the Debtors to sell, outside the ordinary course of business and free and clear of all liens, claims, encumbrances, and other interests, substantially all of the Debtors’ right, title and interest in substantially all of the assets owned by the Debtors to the Successful Bidder(s)¹ (as defined below); and (ii) authorizing the Debtors to assume and assign the Desired 365 Contracts (as defined below), to the extent that the Successful Bidder(s) requests such assumption and assignment.² Pursuant to the order of this Court entered January 22, 2014 [Doc. 291], this amended Order, effective as of the date of entry of this Order, amends and restates the order of this Court entered December 19, 2014 [Doc. 230].

The Court finds and determines that:³

A. This Court has jurisdiction to consider the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. The consideration of the Sale Motion and the relief requested is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to

¹ The terms of this Order shall not apply to Golden Peanut Company, LLC, a Georgia limited liability company doing business as “Golden Peanut and Tree Nut Company” which shall be the subject of a subsequent Order of this Court, and the rights of the Debtors and all interested parties are expressly reserved in connection with same.

² For purposes of this Order, the term “Assets” shall mean the assets to be transferred as set forth in the applicable Successful Bidder APAs and shall not include any assets not to be transferred under, or excluded by, the Successful Bidder APAs. Legal descriptions of the Assets that constitute real property and the applicable Successful Bidder (but subject to revision pursuant to the Back-Up Bidder provisions herein) to be transferred such real property are set forth in the attached Exhibit A.

³ In accordance with Bankruptcy Rule 7052, when appropriate, all findings of fact shall be construed as conclusions of law, and all conclusions of law shall be construed as findings of fact.

28 U.S.C. §§ 1408 and 1409.

B. Contemporaneously with the filing of the Sale Motion, the Debtors filed their *Motion to Approve the Procedures for the Solicitation of Offers and Approve the Form and Manner of Notice* [Docket No. 89] (the “Bid Procedures Motion”) by which the Debtors sought authority to implement, among other things, certain sale, auction, and notice procedures (the “Bid Procedures”).

C. On November 25, 2014, after appropriate notice and hearing, this Court entered the *Order Granting Motion to Approve the Procedures for the Solicitation of Offers and Approving the Form and Manner of Notice* [Docket No. 150] (the “Bid Procedures Order”). The Bid Procedures Order approved the Bid Procedures and other relief requested in the Bid Procedures Motion.

D. As evidenced by the *Certificate of Service* attached to the Sale Motion, the Sale Motion was served via the Court’s electronic filing system on those parties receiving electronic notice by such system.

E. As evidenced by the *Certificates of Service* [Docket Nos. 170, 179, and 194] filed on December 2, 5, and 10, 2014, respectively, the Transaction Notice (as defined in the Bid Procedures Order), which included, among other things, notice of the entry of this Order, the Bid Procedures, the Auction (as defined in the Bid Procedures), the Sale Hearing, the Sale Motion, the proposed Transaction (as defined in the Sale Motion), including the sale of the Debtors’ estates’ right, title and interest in, to and under the Assets free and clear of any and all liens, claims, encumbrances, and other interests and the procedure for objecting thereto, the possible assumption and assignment of the Desired 365 Contracts and rights thereunder, the Cure Amounts (as defined below), and the procedures for objecting thereto, was served by (a) first

class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these cases (who do not receive electronic notice) at the addresses set forth therein, (ii) the parties identified on the creditor matrix filed in these cases at the addresses set forth therein, (iii) known holders of liens and security interests in the Assets, (iv) all known taxing authorities having jurisdiction over any of the Assets, including the Internal Revenue Service, (v) all parties who have filed a written request for notice in the case pursuant to Bankruptcy Rule 2002, (vi) all other known parties who have expressed an interest in acquiring the Assets, and (vii) all counterparties to executory contracts and unexpired leases that may be assumed by any Debtor pursuant to Bankruptcy Code § 365 and that any potential bidder may desire to be assigned by any Debtor; and (b) the Court's electronic filing system on those parties receiving electronic notice by such system.

F. The Court finds the scope and manner of notice and service to be proper, timely, adequate, and sufficient in accordance with Bankruptcy Code §§ 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004, 6006, 6007, and 9014, and in compliance with the Bid Procedures Order. No further notice of the Sale Motion, the Bid Procedures, the Auction, the Sale Hearing, or the assignment and assumption of the Desired 365 Contracts⁴ is or shall be required.

G. A reasonable opportunity to object or to be heard regarding the relief requested in the Sale Motion has been afforded to all creditors and parties in interest.

H. As demonstrated by the evidence in support of the Sale Motion, the Debtors have conducted the sale process in compliance with the Bid Procedures Order and have completed a full, fair, and complete auction process.

⁴ As used herein, the term "Desired 365 Contracts" shall mean each of the contracts listed on Exhibit B hereto.

I. At the Auction held on December 15, 2014, the Debtors determined that the highest and best Qualified Bids (as defined in the Bid Procedures) for the Assets were in the amounts set forth as Successful Bids in the *Report of Sale by Public Auction* [Docket No. 216]⁵ (the “Auction Report”) from the parties identified as the Successful Bidders therein (the “Successful Bidders”). The Successful Bidders are approved as the “Successful Bidders,” as such term is defined in the Bid Procedures, for the Assets on the terms set forth in the applicable executed purchase agreements by and among the Successful Bidders and the Debtors, or statements of sale, that are mutually acceptable to the applicable Successful Bidders and the Debtors, subject to the prior written consent of Lender, that have been or will be filed on the dockets of these cases (the “Final APAs”).

J. At the Auction held on December 15, 2014, the Debtors determined that the second highest or best Qualified Bids for the Assets were in the amounts set forth in the Auction Report as the Back-Up Bid Price from the parties identified as Back-Up Bidders (the “Back-Up Bidders”). The Back-Up Bidders are approved as the “Back-Up Bidders,” as such term is defined in the Bid Procedures, for the Assets on the terms set forth in the applicable executed purchase agreements by and among the Back-Up Bidders and the Debtors, or statements of sale, that are mutually acceptable to the applicable Back-Up Bidders and the Debtors, subject to the prior written consent of Lender, that have been or will be filed on the dockets of these cases (the “Back-Up Bidder APAs”). As used herein, the term “Successful Bidder APAs” shall mean the Final APAs in the event a transaction is consummated with a Successful Bidder, or, in the event a Back-Up Bidder is deemed the Successful Bidder, the applicable Back-Up Bidder APA.

⁵ The Auction Report is hereby modified by deleting “307,730” with respect to the Successful Bid of Birdsong Corporation for Lot 18 and replacing such number with “\$213,810”.

K. The Auction conducted by the Debtors, including the methodology for determination of the highest and best offers and the back-up bids, was conducted in a manner that was reasonably calculated to achieve the highest and best offers for the Assets. The Auction was conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Assets.

L. The Debtors have full power and authority to execute the Successful Bidder APAs and all other documents referenced in or contemplated by the Successful Bidder APAs or that are necessary or appropriate to effectuate the sale of the Assets as contemplated under the Successful Bidder APAs. All actions contemplated by the Successful Bidder APAs have been duly and validly authorized by all necessary action of the Debtors, and the Debtors have the full power and authority to consummate the transactions contemplated by the Successful Bidder APAs. No further consents or approvals, other than entry of this Order, are required for the Debtors or the Successful Bidders to consummate the transactions contemplated in the Successful Bidder APAs.

M. Approval of the Successful Bidder APAs and consummation of the transactions contemplated therein are in the best interests of the Debtors' estates, their creditors and interest holders.

N. The Debtors have demonstrated both (a) good, sufficient, and sound business purpose and justification for the sale of the Assets and (b) compelling circumstances for approval of the sale transactions contemplated in the Successful Bidder APAs pursuant to Bankruptcy Code §§ 363(b) and (f).

O. The Final APAs and the Back-Up Bidder APAs were negotiated, proposed, and entered into by the Debtors and the Successful Bidders or the Back-Up Bidders, as applicable, in good faith, without collusion, and were the results of arm's-length bargaining with the parties

represented by independent counsel. Neither the Debtors, the Successful Bidders, nor the Back-Up Bidders have engaged in any conduct that would cause or permit the Successful Bidder APAs to be avoided under Bankruptcy Code § 363(n).

P. The Successful Bidders are good faith purchasers of the Assets under Bankruptcy Code § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Successful Bidders have acted in good faith within the meaning of Bankruptcy Code § 363(m) in closing the transactions contemplated by the Successful Bidder APAs and will rely on entry of this Order and this good faith determination in closing such transactions.

Q. The Successful Bidders would not have entered into the Successful Bidder APAs and would not consummate the transactions contemplated thereby if either (i) the sale and the assignment of the Assets were not free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except as otherwise provided herein or in the Successful Bidder APAs), or (ii) the Successful Bidders would, or in the future could, be liable for any of such liens, claims, encumbrances, and other interests (except as otherwise provided herein or in the Successful Bidder APAs).

R. The sale of the Assets is reasonable and appropriate under the circumstances.

S. The Debtors are authorized to sell the Assets free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided herein or in the Successful Bidder APAs), as one or more of the standards set forth in Bankruptcy Code § 363(f) have been satisfied with respect to each such lien, claim, encumbrance, and other interest. The transfers of the Assets to the Successful Bidders pursuant to the Successful Bidder APAs will be legal, valid, and effective transfers of the Assets, and will vest the Successful Bidders with all of the Debtors' rights, title, and interest in and to the Assets free and clear of all liens, claims, encumbrances, and

other interests (except as otherwise provided herein or in the Successful Bidder APAs), which have, or could have, been asserted by the Debtors, their creditors, or other holders of such liens, claims, encumbrances, and other interests.

T. The Successful Bidders are not mere continuations of the Debtors or their estates and there is no continuity of enterprise between the Successful Bidders and the Debtors or their estates. The Successful Bidders are not holding themselves out to the public as continuations of the Debtors or their estates. The Successful Bidders are not successors to the Debtors or their estates and the transactions contemplated by the Successful Bidder APAs do not amount to consolidations, mergers or de facto mergers of the Successful Bidders and the Debtors or their estates.

U. The assumption and assignment of the Desired 365 Contracts is integral to the applicable Successful Bidder APAs, is in the best interests of the Debtors' estates, creditors, and other parties in interest, and represents a reasonable exercise of sound and prudent business judgment by the Debtors.

V. The payment by the applicable Successful Bidders to each of the counterparties to each of the Desired 365 Contracts of the amounts set forth next to the name of each counterparty in **Exhibit B** to this Order (the "Cure Amounts") is in full and final satisfaction of all obligations and is full compensation to the counterparties to the Desired 365 Contracts for any pecuniary losses under such Desired 365 Contracts pursuant to Bankruptcy Code § 365(b)(1). The Debtors shall have no further liability or obligation under the Desired 365 Contracts, and the applicable Successful Bidders shall have no other obligation to make any payment or provide any performance to cure any defaults or breaches arising on or before the applicable closing under the Successful Bidder APAs.

W. The applicable Successful Bidders have demonstrated adequate assurance of future performance under the Desired 365 Contracts that will be assumed and assigned pursuant to this Order.

X. The Debtors, in connection with offering a product or service as of the date of the commencement of the cases, do not disclose to any individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the Debtors. Therefore, there is no requirement that the sale of the Assets contemplated hereunder be consistent with any privacy policy or that a consumer privacy ombudsman be appointed in connection with same under Bankruptcy Code § 363(b)(1).

Y. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), the stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) is hereby waived and this Order shall be effective and enforceable immediately upon entry. To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that cause exists not to delay the implementation of this Order due to the time, effort, expense, and risk of delaying a closing under the Successful Bidder APAs. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) upon its entry.

Z. All findings of fact and conclusions of law of this Court stated on the record as part of the Court's oral ruling at the Sale Hearing are incorporated herein by reference and made a part hereof. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent

any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

BASED ON THE FOREGOING FINDINGS AND THE FINDINGS MADE PART OF THIS COURT'S ORAL RULING AT THE SALE HEARING, GOOD CAUSE EXISTS FOR ENTRY OF THE FOLLOWING ORDER. IT IS THEREFORE ORDERED:

1. The notice of the Sale Motion and Sale Hearing and notice of the assumption and assignment of the Desired 365 Contracts (and related Cure Amounts) are approved as being fair, reasonable and adequate under the circumstances of these cases, and any additional notice as may otherwise be required under state and federal law is hereby deemed satisfied.

2. The Sale Motion is **GRANTED** as set forth herein and the sale of the Assets and assumption and assignment of the Desired 365 Contracts to the applicable Successful Bidders are hereby authorized as set forth in this Order.

3. All objections to the Sale Motion that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby **OVERRULED** on the merits.

4. The Debtors, the Successful Bidders, and the Back-Up Bidders have complied with the Bid Procedures Order and (i) the Successful Bidders are the Successful Bidders (as defined in the Bid Procedures) for the Assets on the terms and conditions set forth in the Final APAs and (b) the Back-Up Bidders are the Back-Up Bidders (as defined in the Bid Procedures) on the terms and conditions set forth in the Back-Up Bidder APAs.

Approval of the Successful Bidder APAs

5. The Successful Bidder APAs, all exhibits and schedules thereto, and all of the terms and conditions thereof are hereby approved.

6. Pursuant to Bankruptcy Code §§ 105, 363 and 365, the Debtors are authorized and directed to consummate the sale of the Assets, pursuant to and in accordance with the terms and conditions of the Successful Bidder APAs, including, without limitation, to convey to the

Successful Bidders the Assets and assume and assign the Desired 365 Contracts and rights thereunder.

7. Without need for any additional Court order, the Debtors and their agents are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Successful Bidder APAs, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Successful Bidder APAs, and to take all further actions as may be reasonably requested by the Successful Bidders or otherwise required under the Successful Bidder APAs.

8. The consideration to be provided by Successful Bidders for the purchase of the Assets under the Successful Bidder APAs constitutes reasonably equivalent value, fair value, and fair consideration therefor under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable state, federal or international law.

Transfer of the Assets

9. Pursuant to Bankruptcy Code §§ 105(a), 363(b) and 363(f), the transfer of the Assets to the Successful Bidders pursuant to the Successful Bidder APAs shall (a) be valid, legal, binding, and effective transfers, (b) vest the Successful Bidders with all rights, title, and interest of the Debtors' estates in and to the Assets effective as of the time of the transfers under the Successful Bidder APAs, and (c) be free and clear of liens, claims, encumbrances, and other interests in the Assets (except as otherwise provided herein or in the Successful Bidder APAs) including, without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens — including, without limitation, mechanics', materialmens' and other consensual and non-consensual liens and statutory liens —

judgments, demands, encumbrances, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors, their estates, or their predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, law, equity or otherwise, with all the same released, terminated and discharged as to the Assets; provided, however, that any liens securing ad valorem taxes that are set forth and disclosed in the closing statements delivered by the title company that are not paid at the closing shall attach to the proceeds received by the Debtors from the sale with the same extent, validity, and priority that any such lien securing unpaid ad valorem taxes previously encumbered the Assets. In the event this Order is entered after January 1, 2015, or any sale transaction closes after January 1, 2015, the tax liens of Taylor County Central Appraisal District and Wilbarger County for the 2015 tax year

shall be expressly retained until the payment of any 2015 taxes, plus any penalties and interest that may accrue thereon, in the ordinary course.

10. Neither the Successful Bidders nor any of their affiliates, successors or assigns are successors to the Debtors or their estates by reason of any theory of law or equity and, except as otherwise set forth herein or in the Successful Bidder APAs, neither the Successful Bidders nor any of their affiliates, successors or assigns shall have any liability or responsibility for any liabilities or other obligations of the Debtors arising under or related to the Assets. Without limiting the generality of the foregoing, neither the Successful Bidders nor any of their affiliates, successors or assigns shall be liable for: (i) any fixed or contingent, liquidated or unliquidated, disclosed or undisclosed liability, obligation or claim against the Debtors or their estates or any of their predecessors or affiliates, whether based upon successor or vicarious liability or otherwise, and whether any of such items are known or unknown as of the applicable Closing Date (as defined in the applicable Successful Bidder APAs); (ii) any violation or alleged violation of any environmental laws; or (iii) liabilities under any pension, ERISA, tax, employment, labor, antidiscrimination laws or regulations, any products liability law, tort law, pending or threatened litigation, security interests, warranties, interests of any kind, known or unknown, liquidated or unliquidated, whether now existing or arising in the future, or debts of any kind or nature, all of which, if any, are retained by the Debtors and their estates, except as otherwise expressly provided in the Successful Bidder APAs or this Order.

11. Except as otherwise expressly provided in the Successful Bidder APAs, neither the Successful Bidders nor any of their affiliates, successors or assigns shall have any obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any

other payment with respect to employees or former employees of the Debtors or their estates. Except as otherwise expressly provided in the Successful Bidder APAs, neither the Successful Bidders nor any of their affiliates, successors or assigns shall have any liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which the Debtors or their estates are or were a party and relating to the Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and neither the Successful Bidders nor any of their affiliates, successors or assigns shall in any way be deemed a party to or assignee of any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Successful Bidders and their affiliates, successors or assigns any and all claims arising from or relating to any such agreement.

12. The recitation, in the immediately preceding paragraphs of this Order, of specific claims, agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of claims, liabilities, debts, commitments or obligations referred to therein.

13. Unless otherwise consented to by Lender in its sole and absolute discretion, the proceeds from the sale of the Assets (net only of those amounts set forth below) shall be paid indefeasibly into the Collection Account (as defined in the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of November 10, 2014 by and between the Debtors and the Lender), or such other deposit account of the Debtors consented to in writing by Lender, up to the aggregate amount of the claim of Wells Fargo Bank, N.A. (the "Lender"), to be applied against the DIP Obligations (as defined in the *Final Agreed Order Authorizing Limited Use of Cash Collateral, Obtaining Post-Petition Credit Secured by Senior Liens, and Granting*

Adequate Protection to Existing Lienholders [Docket No. 149] (the “DIP Order”)) in accordance with the DIP Order, net only of the following amounts that the Debtors are authorized to pay at such closing:

- a. Subject to approval of the Bankruptcy Court, to unpaid amounts owed to Lakeshore Food Advisors, LLC in the amount of 3% of the aggregate cash received at the closing of each transaction from each Successful Bidder with such amounts to be held in the Professional Fee Escrow (as defined in the DIP Order) pending Bankruptcy Court approval;
- b. To holders of Prior Liens (as defined in the DIP Order) that are set forth and disclosed in the closing statements delivered by the title company in the amount of the value of any Prior Liens in the Assets being sold that is agreed upon by the holder of the Prior Lien and the Debtors, subject to the written consent of the Lender, or, failing such agreement, such disputed amount shall be retained by the Debtors in escrow with the title company for determination by the Court of the extent, priority, validity, and/or value of such asserted Prior Lien; and
- c. The funds received at the closing of Lots 15 and 16 (as identified in the Auction Report) shall be paid indefeasibly to Wells Fargo Equipment Finance, Inc. in the amount of the proceeds from the sales of such lots minus any deductions applicable to such sales described in Sections (a) and (b) of this Paragraph 13.

14. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Successful Bidders in accordance with this Order and the terms of the Successful Bidder APAs, or otherwise interfere with the Successful Bidders’ title to or use and enjoyment of the Assets.

15. This Order shall be the Court’s determination that, on the applicable Closing Date, all liens, claims, encumbrances, and other interests in and to the Assets being conveyed have been unconditionally released, discharged, and terminated from the Assets.

16. The Successful Bidders shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets other than as expressly set forth herein or in the Successful Bidder APAs, and in no event shall the Successful Bidders have any liability or responsibility for any liabilities of the Debtors (including any unrecorded

liabilities of the Debtors) other than as expressly set forth herein or in the Successful Bidder APAs. Without limiting the effect or scope of the foregoing, the transfers of the Assets from the Debtors to the Successful Bidders do not and will not subject the Successful Bidders or their affiliates, successors or assigns or their respective properties (including the Assets) to any liability for claims (as that term is defined in Bankruptcy Code § 101(5)) against the Debtors or the Assets (other than as expressly set forth herein or in the Successful Bidder APAs) by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Except as otherwise provided herein or in the Successful Bidder APAs, on and after the applicable Closing Date, all persons or entities holding liens, claims, encumbrances, or other interests of any kind and nature with respect to the Assets are hereby forever barred and estopped from asserting such liens, claims, encumbrances, or other interests of any kind or nature against the Successful Bidders, their successors or assigns, or the Assets.

17. On and after the applicable Closing Date, except as otherwise set forth herein or in the Successful Bidder APAs, the Debtors shall have no liability or responsibility for the Assets.

Assumption and Assignment of Desired 365 Contracts to the Successful Bidders

18. On the applicable Closing Date, the Debtors are hereby authorized and directed, pursuant to §§ 363 and 365 of the Bankruptcy Code, to assume and assign to the applicable Successful Bidders the Desired 365 Contracts and rights thereunder. On the applicable Closing Date, the applicable Successful Bidders shall pay the Cure Amounts set forth in Exhibit B hereto to each of the counterparties to the Desired 365 Contracts to cure defaults related to the Desired 365 Contracts. The payment of such Cure Amounts on Exhibit B hereto shall be in full and final

satisfaction of all obligations and as full compensation to the counterparties for any pecuniary losses under such contracts or leases pursuant to Bankruptcy Code § 365(b)(1).

19. On the applicable Closing Date and upon payment of the applicable Cure Amounts, the Debtors' right, title and interest in, to and under the Desired 365 Contracts shall be assumed by the Debtors' estates and assigned to the applicable Successful Bidder, and the Desired 365 Contracts will remain valid and binding and in full force and effect in accordance with their respective terms for the benefit of the applicable Successful Bidder, notwithstanding any provision in such contracts or leases (including those described in Bankruptcy Code §§ 365(b)(2) and (f)(1) and (3)), that prohibits, restricts or conditions such assignment or transfer.

20. The Debtors are further authorized and directed to take any and all actions necessary or appropriate to consummate the proposed assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts to the applicable Successful Bidders, as specified in the Successful Bidder APAs. The applicable Successful Bidders shall have no liability for any defaults under the Desired 365 Contracts (except as may be explicitly provided in the Successful Bidder APAs or the payment of Cure Amounts) that occurred prior to the assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts. Pursuant to Bankruptcy Code § 365(k), the Debtors are relieved of any liability for any breach of any Desired 365 Contract that is assigned to the Successful Bidders occurring after the assignment of such Desired 365 Contracts to the Successful Bidders.

21. The failure of the Debtors or the applicable Successful Bidders to enforce at any time one or more terms or conditions of any Desired 365 Contracts shall not be a waiver of such terms or conditions, or of the applicable Successful Bidders' rights to enforce every term and condition of the Desired 365 Contracts.

22. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the applicable Successful Bidders as a result of the assumption, assignment, and sale of the Desired 365 Contracts.

Additional Provisions

23. Subject to the prior written consent of the Lender, the Debtors are authorized to (i) exercise any options to purchase real property that constitute the Assets in Lots 1 and 2 (as identified in the Auction Report) so that the Assets subject to such options to purchase may be conveyed first to the Debtors and then to the applicable Successful Bidders in accordance with the applicable Successful Bidder APAs and the terms of this Order on the applicable Closing Date and (ii) execute such other necessary documents and take other necessary actions in connection therewith, including, without limitation, any documents requested by Lender regarding issued and outstanding letters of credit or to evidence any partial draws of letters of credit by the beneficiaries thereof and the return and surrender of any such letters of credit by the beneficiaries thereof. The Debtors shall not exercise any options to purchase real property that constitutes the Assets in Lots 1 and 2 (as identified in the Auction Report) without the prior written consent of Lender.

24. Any issues relating to any claims asserted by AG Headquarters Peanuts LLC are reserved for adjudication at a later date.

25. In the event a title commitment regarding the Assets shows a lien, claim, encumbrance, or other interest of a party who did not receive adequate notice of the Sale Motion or the Debtors or Successful Bidders learn of any additional executory contracts or unexpired leases that they may mutually desire to be assumed and assigned to the applicable Successful Bidder, after notice to the applicable holder of such lien, claim, encumbrance, or other interest or

the applicable counterparty to such executory contract or unexpired lease, the Debtors may submit a supplemental order to transfer the Assets free and clear of such lien, claim, encumbrance, or other interest or to assume and assign such executory contract or unexpired lease. In such circumstance, the deadline for the Debtors to close any transaction with the applicable Successful Bidder under the applicable Successful Bidder APA, and any related termination rights of such Successful Bidder under the applicable Successful Bidder APA, shall be extended until the completion of such notice and the entry of such order plus five business days to facilitate the closing of such transaction.

26. In the event that the Debtors seek to sell any assets in a bulk sale in the future outside of the ordinary course of business, the Debtors shall comply with the applicable provisions of Bankruptcy Code § 363 with respect to any such sale, and the objection rights of all parties-in-interest are fully preserved with respect to any such sale.

27. On the applicable Closing Date, each of the Debtors' creditors is authorized to execute such documents and take all other actions as may be necessary to release its interest in the Assets, if any, being conveyed on such Closing Date as such interests may have been recorded or may otherwise exist. Lender shall work together in good faith with the Successful Bidders to take actions that may be necessary and requested by Successful Bidders to evidence the release of Lender's liens, claims, encumbrances, and other interests in the Assets being conveyed under the Successful Bidder APAs consistent with the terms of this Order; provided that the Lender shall not be required to file releases of, or amendments to, any applicable mortgages, deeds of trust, fixture filings, UCC financing statements, or other documents of public record evidencing Lender's liens, claims, encumbrances, and other interests in the Assets

being conveyed under the applicable Successful Bidder APAs until 30 days after any applicable Closing Date.

28. No bulk sales law, or similar law of any state or other jurisdiction, shall apply in any way to the transaction contemplated by the Successful Bidder APAs and this Order.

29. The failure specifically to include any particular provision of any Successful Bidder APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Successful Bidder APAs be authorized and approved in their entirety.

30. Regardless of whether the Debtors' creditors execute the releases set forth in the above paragraphs, this Order (a) shall be effective as a determination that, on the applicable Closing Date, all liens, claims, encumbrances, other interests, and rights of any kind or nature whatsoever existing with respect to the Assets have been unconditionally released, discharged and terminated (except as otherwise provided herein or in the Successful Bidder APAs), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

31. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording, and approve as necessary, any and all

documents and instruments necessary and appropriate to consummate the transactions contemplated by the Successful Bidder APAs.

32. To the extent permitted by § 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred, or conveyed to the Successful Bidders on account of the filing or pendency of these cases or the consummation of the sale.

33. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing claims or interests with respect to the Assets shall not have delivered to the Debtors prior to the applicable Closing Date, in proper form for filing and executed by the appropriate parties, releases of liens or interests which the person or entity has with respect to the Assets, then the Successful Bidders, at their own expense, are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests in the Assets of any kind or nature whatsoever to the extent provided herein.

34. All entities that presently are in possession of some or all the Assets hereby are directed to surrender possession of the Assets to the Successful Bidders at the applicable Closing Date.

35. This Court retains exclusive jurisdiction so long as the Debtors' cases are pending to determine as a core proceeding (by motion and without necessity for an adversary proceeding) any proceeding, dispute, or controversy (i) to enforce and implement the terms and provisions of the Successful Bidder APAs (including any breach of the Successful Bidder APAs), all amendments thereto, any waivers and consents thereunder, and of each of the agreements

executed in connection therewith in all respects and (ii) arising out of or related to this Order, the Successful Bidder APAs, and the Sale Hearing.

36. The transactions contemplated by the Successful Bidder APAs are undertaken by the Successful Bidders in good faith, as that term is used in Bankruptcy Code § 363(m). Accordingly, the reversal or modification of the authorization provided herein to consummate the transactions contemplated herein shall not affect the validity of the sale of the Assets to the Successful Bidders, unless such authorization is duly stayed. The Successful Bidders are entitled to all of the protections afforded by Bankruptcy Code § 363(m).

37. The consideration to be provided by the Successful Bidders for the Assets under the Successful Bidder APAs is fair and reasonable, and the sale of the Assets and the related transactions may not be avoided under Bankruptcy Code § 363(n).

38. The terms and conditions of the Successful Bidder APAs and this Order shall be binding in all respects and shall inure to the benefit of the Debtors and their creditors and interest holders, successors, and assigns and the Successful Bidders, and their respective affiliates, successors and assigns notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall binding.

39. The Successful Bidder APAs and the transactions and instruments contemplated thereby shall be not subject to rejection or avoidance by the Debtors, and their respective affiliates, successors, and assigns, or any chapter 7 or chapter 11 trustee of the Debtors and their estates.

40. The Successful Bidder APAs and any related agreements, documents or other instruments may be modified, amended, supplemented, or waived by the parties thereto, with the

prior written consent of the Lender, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that such modification, amendment, supplement, or waiver shall not have a material adverse effect on the Debtors' estates.

41. Notwithstanding anything to the contrary in the Bid Procedures, the Bid Procedures Order, or the Back-Up Bidder APAs, the Back-Up Bidders shall keep their Qualified Bids evidenced by the Back-Up Bidder APAs (the "Back-Up Bids") open through the later of (a) thirty (30) days after entry of this Order or (b) the closing of a sale of the applicable Assets subject to such Back-Up Bid to the applicable Successful Bidders. If any Successful Bidder fails to consummate its transaction because of a breach or failure to perform on the part of such Successful Bidder, the Debtors are authorized to deem the Back-Up Bidder for the Assets that are subject to such failed Successful Bid as the Successful Bidder and the Debtors are authorized to consummate the applicable Back-Up Bid with such Back-Up Bidder without further order of this Court. In such event, the applicable Back-Up Bidder shall be deemed the applicable Successful Bidder and the applicable Back-Up Bidder APA shall be deemed the applicable Successful Bid and the Successful Bidder APA for such Assets for all purposes of this Order and otherwise.

42. The provisions of this Order are non-severable and mutually dependent. Headings are included in this Order for ease of reference only.

43. In the event of any inconsistency between the terms and provisions of this Order and the Successful Bidder APAs, the terms and provisions of this Order shall control unless explicitly provided otherwise herein.

44. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), there is no stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) and this Order shall be effective and enforceable immediately upon entry.

END OF ORDER

Order Submitted By:

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COUNSEL FOR THE DEBTORS

EXHIBIT A

[LEGAL DESCRIPTIONS]

Real Property Owned by Texoma Peanut Company

Short Title	Legal Description
Levelland, TX	<p>TRACT ONE:</p> <p>All of Lots One (1) through Twelve (12) in Block Fifty-three (53), Original Town of Levelland, Hockley County, Texas.</p> <p>TRACT TWO:</p> <p>Lots Five (5) and Six (6) Block Fifty-two (52), Original Town of Levelland, Hockley County, Texas.</p> <p>TRACT THREE:</p> <p>All of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) of the Levelland Industrial Park out of Labor Eight (8), League Twenty-seven (27), Hood County School Lands, Hockley County, Texas.</p>
Greenwood, MS	<p>Description of a 30.0 acre tract of land located in the Southeast quarter (SE ¼) of Section 20, and the Northeast quarter (NE ¼) of Section 29, Township 19 North, Range 1 East, in the Greenwood-Leflore Industrial Park in Leflore County, Mississippi, as described as follows:</p> <p>Commence at a found iron pipe located at the Northeast corner of Section 20, Township 19 North, Range 1 East, Leflore County, Mississippi; Thence South 4,875.89 feet and West 146.39 feet to a point on the Existing West ROW of County Road 177 and said Point being the POINT OF BEGINNING;</p> <p>Thence S 00° 10' 17" E 1,209.03 feet along said Existing West ROW of County Road 177 to a point;</p> <p>Thence Southerly 204.18 feet along said Existing West ROW of County Road 177 and along a curve to the left having a radius of 766.20 feet, a chord bearing of S 07°48' 15" E, and a chord length of 203.58 feet to a point;</p> <p>Thence S 89° 49' 43" W 952.04 feet to a point;</p> <p>Thence N 00° 10' 17" W 1,410.80 feet to a point;</p> <p>Thence N 89° 49' 43" E 925' to the POINT OF BEGINNING.</p> <p><i>Bearings in this description were derived from Global Positioning System.</i></p>
Clarksdale, MS	<p>The land located in the Southeast Quarter of Section 30, Township 27 North, Range 3 West Coahoma County, Mississippi that is described as follows:</p> <p>Commencing at a stone at the Southeast corner of Section 30, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence</p>

	<p>North 42 degrees 23 minutes 12 seconds West, for a distance of 854.81 feet to a point on the North right-of-way of Sunbelt Drive and being the POINT OF BEGINNING of the herein described property; thence</p> <p>North 0 degrees 38 minutes 46 seconds East, for a distance of 924.13 feet to a point on the South right-of-way of a railroad spur track; thence</p> <p>North 89 degrees 19 minutes 59 seconds West along said right-of-way, for a distance of 1504.54 feet to a point in the center of a drainage ditch; thence</p> <p>South 28 degrees 04 minutes 51 seconds East along said drainage ditch, for a distance of 69.76 feet to a point; thence</p> <p>South 33 degrees 40 minutes 45 seconds East along said drainage ditch, for a distance of 186.20 feet to a point; thence</p> <p>South 39 degrees 04 minutes 56 seconds East along said drainage ditch, for a distance of 208.20 feet to a point; thence</p> <p>South 35 degrees 11 minutes 54 seconds East along said drainage ditch, for a distance of 227.81 feet to a point; thence</p> <p>South 31 degrees 00 minutes 37 seconds East along said drainage ditch, for a distance of 193.88 feet to a point; thence</p> <p>South 28 degrees 13 minutes 39 seconds East along said drainage ditch, for a distance of 137.63 feet to a point; thence</p> <p>South 32 degrees 06 minutes 52 seconds East along said drainage ditch, for a distance of 73.04 feet to a point on said North right-of-way of Sunbelt Drive; thence</p> <p>South 89 degrees 34 minutes 03 seconds East along said right-of-way, for a distance of 120.51 feet to a point; thence</p> <p>South 85 degrees 37 minutes 59 seconds East along said right-of-way, for a distance of 300.66 feet to a point; thence</p> <p>South 89 degrees 29 minutes 42 seconds East along said right-of-way, for a distance of 471.21 feet to the POINT OF BEGINNING and containing 25.00 acres more or less and all being in the Southeast Quarter of Section 30, Township 27 North, Range 3 West, Coahoma County, Mississippi.</p>
Paducah, TX	<p>FIELD NOTES for a 20.00 acre tract of land out of the Mary Ann Cook Survey, Block A, Abstract No. 65, located in Cottle County, Texas.</p> <p>BEGINNING at a 1/2" iron rod set in the middle of a county road at the southwest corner of said Block No. 4 for the southwest corner of this tract.</p> <p>THENCE N. 0° 24' 26" E., along the west line of said Block No. 4 and said county road, a distance of 1143.41 feet to a 1/2" iron rod set in the south right-of way line of F.M. Highway No. 1278 for the northwest corner of this tract;</p>

THENCE S. 65° 41' 23" E., along said right-of-way line, at 38.28 feet pass a 1/2" iron rod set in the east margin of said county road, a total distance of 190.48 feet to a 1/2" iron rod set at the beginning of a curve to the left for a corner of this tract;

THENCE in the southeasterly direction along said curve and said right-of-way line with a radius equal to 1482.39 feet, a long chord bearing of S. 77° 27' 53" E. and a long chord distance of 605.02 feet, a curve distance of 609.30 feet to a 1/2" iron rod set at the end of said curve for a corner of this tract;

THENCE S. 89° 14' 23" E., continuing along said right-of-way line, a distance of 105.68 feet to a 1/2" iron rod set for the northeast corner of this tract;

THENCE S. 0° 24' 26" W., a distance of 936.42 feet to a 1/2" iron rod set in the south line of said Block No. 4 for the southeast corner of this tract;

THENCE N. 89° 43' 38" W., along said south line, at 836.33 feet pass a 1/2" iron rod set in the east margin of said county road, a total distance of 871.33 feet to the PLACE OF BEGINNING and CONTAINING 20.00 acres of land.

Real Property Owned by Clint-Co Peanut Company

Short Title	Legal Description
Rochester, TX	<p>TRACT ONE:</p> <p>All that portion of Subdivision No. 39, Block 75, Red River County School Lands lying North of that one certain tract of 1.834 acres conveyed to the State of Texas by V. Alvis and Lissie Alvis for highway purposes, by Right of Way deed dated September 15, 1915, and recorded in Volume 67, Page 20, of the Deed Records of said 41.6 acre tract by the said V. Alvis and Lissie Alvis, appearing of record in the Deed Records of Haskell County, Texas, to all of which deed and conveyances and the record thereof reference is hereby made for descriptive purposes.</p> <p>TRACT TWO:</p> <p>All that certain lot, tract or parcel of land lying and being situated in Haskell County, Texas, and being out of Subdivision No. 39, Survey No. 75, Red River County School Land Survey, described by metes and bounds as follows, to-wit:</p> <p>BEGINNING at a point in the NBL of said Subdivision No. 39, League No. 75, Red River County School Land in Haskell County, Texas, said point being 448 feet East from the original NW corner of said Subdivision No. 39, said point also being the NE corner of a certain 2 acre tract of land conveyed to A. M. Reeves by Deed Records of Haskell County, Texas;</p> <p>THENCE North 89 degrees and 56' East with the NBL of said Subdivision No. 39, a distance of 660 feet for the NE corner of this tract;</p> <p>THENCE South 0 degrees 18' East a distance of 84.9 feet to the NBL of the R.O.W. of Highway No. 617 (Rochester-Weinert Farm to Market Highway) for the SE corner of this tract;</p> <p>THENCE South 59 degrees 56' West with the NBL of said R.O.W. of Highway No. 617, a distance of 393.1 feet to the beginning of a curve;</p> <p>THENCE in a southwesterly direction around said curve with NBL of said R.O.W. of Highway 617, a distance of 344.4 feet to the SW corner of this tract;</p> <p>THENCE North 00 degrees 04' West, 380 feet to the PLACE OF BEGINNING, and containing 4.5 acres of land, more or less.</p> <p>TRACT THREE:</p>

	<p>Being 1.76 acres of land, more or less, in Haskell County, Texas, and being 2 acres of land, more or less, a part of Subdivision No. 39 of the Red River County School Land Survey No. 75, Abstract No. 347, described as follows:</p> <p>BEGINNING at a point on the North line of Subdivision No. 39, said point being the N.W. corner of a 41.6 acre tract deeded to V. Alvis by A. B. Carothers by Deed dated September 15, 1915, recorded in Volume 67, Page 20, of the Deed Records of Haskell County, Texas;</p> <p>THENCE South along the K.C.M.&O. Ry. Co. Right of Way 80 yards;</p> <p>THENCE East 121 yards;</p> <p>THENCE North parallel with the K.C.M.&O. Ry Co. Right of Way 80 yards;</p> <p>THENCE West 121 yards to the PLACE OF BEGINNING, containing 2 acres of land, more or less, SAVE & EXCEPT 0.24 of an acre of said 2 acre tract conveyed to Haskell County for Highway Purposes by Right of Way Deed dated December 22, 1930, from Rule-Jayton Cotton Oil Company to Haskell County, and recorded in Volume 121, Page 45, of the Deed Records of Haskell County, Texas, leaving a net of 1.76 acres, more or less.</p>
Quail, TX	<p>A 28.02 acre tract of land out of the northwest quarter of Section 28, Block 21, H. & G. N. Ry. Co. Survey, Collingsworth County, Texas, more particularly described by metes and bounds as follows:</p> <p>BEGINNING at a point in the east right-of-way line of FM No. 1547 and the south right-of-way line of State Highway No. 203 which bears S. 0° 32' 00" W. a distance of 60.0 feet and S 89° 52' 00" E. a distance of 50.0 feet from the northwest corner of said Section 28 for the northwest corner of this tract.</p> <p>THENCE S. 89° 52' 00" E. along the south right-of-way line of State Highway 203, a distance of 643.7 feet to a 3/4" iron pipe found for the northeast corner of this tract.</p> <p>THENCE S. 0° 32' 00" W. a distance of 1897.0 feet to a 1" iron rod found for the southeast corner of tract.</p> <p>THENCE N. 89° 42' 00" W. a distance of 643.7 feet to a 1" iron rod found in the east right-of-way line of said FM No. 1547 for the southwest corner of this tract.</p> <p>THENCE N. 0° 32' 00" E. along said right-of-way line, a distance of 1895.1 feet to the place of BEGINNING and containing 28.02 acres of land.</p>
Clarendon, TX	All of Lots Nos. 1, 2, 3, 4, 5, 6, 10, 11, and 12, Block No. 235, Original Town

of Clarendon, Donley County, Texas, according to the recorded map or plat thereof.

41.47 acres of land, more or less, out of Section 34, Block C-6, GC&SF Ry. Co. Survey, Abstract No. 593, and being out of Blocks 235, 236, 240, 241, 319, 320, 349, 350, 379, 380, 397, 398, 405 and Fractional Blocks 406 and 408, along with portions of adjoining street, all located in the Original Town of Clarendon, Donley County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron set with a cap at the Southwester corner of said Block 236 for the Southwest corner of this tract;

THENCE N 28° 25' 41" E, along the West line of said Block 236, a distance of 300.00 feet to a 1/2" iron rod set with a cap at the Northwest corner of said Block 236 for an ell corner of this tract;

THENCE S 61° 34' 19" E, a distance of 150.00 feet to a 1/2" iron rod set with a cap at the Northeast corner of Lot 4 in said Block 236 for an ell corner of this tract;

THENCE N 28° 25' 41" E, crossing Dyer Street, a distance of 220.00 feet to a 1/2" iron rod set with a cap at the Northwest corner of Lot 9 in said Block 235 for an ell corner of this tract;

THENCE S 61° 34' 19" E, a distance of 190.00 feet to a 1/2" iron rod set with a cap in the centerline of Wells Street for an ell corner of this tract;

THENCE N 28° 25' 41" E, along the centerline of said Wells Street, a distance of 200.00 feet to a 1/2" iron rod set with a cap at the intersection of the centerline of said Wells Street and the centerline of Hurst Street for the Northwest corner of this tract;

THENCE S 61° 34' 19" E, along the centerline of said Hurst Street, a distance of 2104.59 feet to a 1/2" iron rod set with a cap for the Northeast corner of this tract;

THENCE S 1° 10' 20" E, a distance of 828.07 feet to a 1/2" iron rod set with a cap at the Southeast corner of said Fractional Block 408 and in the North right-of-way line of Martindale Street for the Southeast corner of this tract;

THENCE N 61° 34' 19" W, along said right-of-way line, a distance of 2853.61 feet to the PLACE OF BEGINNING and CONTAINING 41.47 acres of land, more or less.

	<p><u>TRACT 3:</u></p> <p>1.74 acres of land, more or less, out of Section 43, Block C-6, GC&SF Ry. Co. Survey, Donley County, Texas, more particularly described by metes and bounds as follows:</p> <p>BEGINNING at a 3/4" iron pipe set in the North right-of-way line of U.S. Highway 287 at the Southwest corner of Lot 5, Block 115, Original Town of Clarendon, Donley County, Texas, for the Southwest corner of this tract;</p> <p>THENCE N 28° 56' 00" E a distance of 440.0 feet to a 3/4" iron pipe set in the South right-of-way of the FW&D Railroad for the Northwest corner of this tract;</p> <p>THENCE S 61° 04' 00" E, along said railroad right-of-way, a distance of 172.5 feet to a 3/4" iron pipe set for the Northeast corner of this tract;</p> <p>THENCE S 28° 56' 00" W a distance of 440.0 feet to a 3/4" iron pipe set in the North right-of-way line of said highway for the Southeast corner of this tract;</p> <p>THENCE 61° 04' 00" W, along said highway right-of-way, a distance of 172.5 feet to the place of BEGINNING and containing 1.74 acres of land, more or less.</p>
Vernon, TX	<p><u>TRACT 1:</u></p> <p>The SURFACE ONLY of the North 8.83 acres or 449.5 feet of a 10.21 acre tract out of the West part of Section 11 and the East part of Sec. 12, Block 12, H&TC RR Co. Survey, Wilbarger County, Texas. Said 10.21 acre tract was described as 10.72 acres, more or less, in two tracts recorded in Wilbarger County Deed Records, Volume 269, page 570 to Eastside Storage, bounded on the South by the Burlington-Northern RR (Fort Worth & Denver RR) right-of-way and on the West by 80 foot F. M. Highway 1763 right-of-way, the tract hereby conveyed being described by metes and bounds as follows:</p> <p>COMMENCING at a 1/2" iron rod set for the Southwest corner of said 10.21 acre tract in the East right-of way of 80 foot F.M. Highway 1763 and the North right-of-way of the Burlington-Northern Railroad, 100 feet from the main track centerline;</p> <p>THENCE N 16 deg. 23' E 70.5 feet, with said highway right-of-way, to a 1/2" iron rod set for the Northwest corner of the South 1.38 acres of said 10.21 acre tract and the Southwest corner of this tract and the Place of Beginning;</p> <p>THENCE N 16 deg. 23' E, with said highway right-of-way, at about 78.3 feet cross the uncertain East line of Sec. 12, in all 449.5 feet to a 1/2" iron rod</p>

found at the Northwest corner of said 10.21 acre tract;

THENCE S 73 deg. 45' E. parallel with said railroad passing 23 feet left of two large warehouses, in all 857.0 feet to a 1/2" iron rod reset for the Northeast corner of said 10.21 acre tract;

THENCE S 16 deg. 45' W 449.5 feet, with the East line of said 10.21 acre tract, to a 1/2" iron rod set for the southeast corner of this tract, from which a 1/2" iron rod found at the southeast corner of said 10.21 acre tract bears 70.5 feet S 16 deg. 45' W;

THENCE N 73 deg. 45' W, parallel with and 70.5 feet from said railroad right-of-way and passing 6.3 feet left of two large warehouses, at about 800.7 feet cross the uncertain West Line of Sec. 11, in all 854.1 feet to the place of beginning;

Containing 8.83 acres, of which 8.78 acres lies in Sec. 11 and 0.05 of an acre lies in Sec. 12, subject to an easement in a deed from Mrs. Ivie D. Garland to Vernon Grain Co., Inc. of record in Vol. 224, page 526, Deed Records, providing "It is agreed that said Grantee shall not permit the water to flow from said 10 acre tract on to the land of Grantor lying immediately North and East of said 10 acre tract".

TRACT 2:

Description of a 14.67 acre tract on the west side of the North half of Section 11, Block 12, H&TC RR Co. Survey, Wilbarger County, Texas, out of a 155.1 acre tract part of the Garland Estate sold by Lemons to Earl E. Graf on 2/25/72, recorded in Wilbarger County Deed Records, Volume 284, page 64; bounded by the centerline of 80 foot F.M. Highway 1763 on the east and a 5 acre tract sold to Tracy Talbot on the north, said 14.67 acre tract being described by metes and bounds as follows:

COMMENCING at a 1 1/4" iron pipe previously found 3 1/2 feet up in the fenced West Line of Section 11 for the occupied northwest corner of said 155.1 acre tract, from which a called 1 1/2" iron pipe at the northwest corner of Section 11 is called 3119 feet N 18 deg. W;

THENCE S 17 deg. 08' E 185.1 feet, with the fenced west line of said 155.1 acre tract to a 1/2" iron rod found 0.4' up for the southwest corner of a 5 acre tract and the northwest corner of this tract for the Place of Beginning;

THENCE N 83 deg. 00' E (N 83 deg. 08' E Grid NAD 83), with the south line of said 5 acre tract, at 1094.6 feet pass a 1/2" iron rod found at the southeast corner of said 5 acre tract in the west right-of-way of 80 foot F.M. Highway 1763, in all 1149.1 feet to a spike set for the northeast corner of this tract;

THENCE Southwesterly with the centerline of said F .M. Highway 1763 easement, S 35 deg. 54' W 368.2 feet to an angle point; S 36 deg. 12' W 301.2 feet to the beginning of a 4 deg. curve left of radius 1432.4 feet; Southwesterly 495.5 feet with said curve to its end; and S 16 deg. 23' W at 9.3 feet pass a bolt found in the centerline, in all 421.1 feet to a spike set for the south corner of this tract in the occupied West Line of Section 11, called 5940.4 feet N 18 deg. W of the southwest corner of Section 11;

THENCE N 17 deg. 55' W, with the occupied West Line of Section 11, at 70.9 feet pass a 1/2" iron rod found in the right-of-way, in all 270.9 feet to a 1/2" iron rod found at the northeast corner of the South Half of Section 12 and a called 0.46 acre tract owned by Joseph Newton, Jr. (DR Vol. 377, pg. 730);

THENCE N 18 deg. 15' W, with the occupied West Line of Section 11, 1041.9 feet to the place of beginning; Containing 14.67 acres, of which the southeast 40 feet, or 1.42 acres, lies in the right-of-way easement for 80 foot F.M. Highway 1763, leaving 13.25 acres, net.

TRACT 3:

Being a tract of .46 acres, more or less, out of the Northeast corner of the South half (S 1/2) of Section Twelve (12) Block Twelve (12), H&TC Ry Co. Surveys, Wilbarger County, Texas, also being out of a six (6) acre tract conveyed by E. H. Andrews, a single man, to J. S. Keltner, by Deed dated January 5, 1923, and recorded in Volume 91, page 34, of the Deed Records of Wilbarger County, Texas, the tract herein being described as follows:

BEGINNING at the NE corner of the South 1/2 of said Section 12, for the NE corner hereof, also being the NE corner of said Keltner tract;

THENCE S 18 degrees E with the East line of said Section 12, approximately 200 feet to a point where said section line intersects the West line of FM Road #1763;

THENCE S 16 degrees 51' with the West line of said FM Road, 30 feet to a point;

THENCE S 72 degrees W 100 feet to a point for the SW corner hereof;

THENCE N 18 degrees W 227', more or less, to a point in the North line of the South 1/2 of said Section 12 and the North line of the Keltner tract;

THENCE N 72 degrees with said North line of the South 1/2 of said Section 12 and the Keltner tract, approximately 112 feet to the place of BEGINNING.

	<p>TRACT 4:</p> <p>Being a tract of 0.508 acre of land, more or less, out of Section No. Twelve (12), Block Twelve (12), H. & T. C. Ry Co. Survey, Wilbarger County, Texas, and being a part of the called 6 acre tract of land described in a deed from Josie L. Alexander to William Graf, dated July 27, 1977, of record in Volume 319, page 98 of the Deed Records of Wilbarger County, Texas, said 0.508 acres tract being more particularly described by metes and bounds as follows:</p> <p>BEGINNING at the NE corner of this tract, a 1/2" iron rod found in the North Boundary Line (N.B.L.) of the South one-half of Section No. 12, H. & T. C. Ry. Co. Survey, said iron rod bearing 112.0 feet S 72 deg. W of a 1/2" iron rod found at the NE corner of the South One-Half of said Section No. 12;</p> <p>THENCE S 18 deg. E, parallel with the E. B. L. Of Section No. 12 and along the W.B.L. of a called 0.46 acre tract of land described in a deed from John Gray et al to Josephus Clinton Newton, Jr. dated July 11, 1984, of record in Volume 377, page 730 of the Deed Records of Wilbarger County, Texas, a distance of 224.8 feet to a 1/2" iron rod found, for the SW corner of the Newton 0.46 acre tract and the SE corner of this tract;</p> <p>THENCE N 69 deg. 52' W a distance of 172.0 feet to a 1/2" iron rod set for the SW corner of this tract;</p> <p>THENCE N 9 deg. 13' 49" W a distance of 120.0 feet to a 1/2" iron rod set on the N.B.L. of the South One-half of Section No. 12, for the NW corner of this tract;</p> <p>THENCE N 72 deg. E along the N.B.L. of the South One-Half of Section No. 12, a distance of 117.0 feet to the point of beginning, containing 0.508 acre of land, more or less.</p>
Willow, OK	<p>A part of the north half of the northeast quarter of Section 27, Township 7 North, Range 22 West of the Indian Meridian, Greer County, Oklahoma, described by metes and bounds as follows:</p> <p>Beginning at a point 70 feet east of the northwest corner of said northeast quarter;</p> <p>Thence east 1320 feet;</p> <p>Thence south 1320 feet;</p> <p>Thence west 1320 feet;</p> <p>Thence north 1320 feet to the point of beginning.</p>

Delhi, OK	<p>Tract of land lying in the southwest quarter of the southeast quarter of Section 12, Township 8 North, Range 24 West of the Indian Meridian, Beckham County, Oklahoma, more particularly described by metes and bounds as follows:</p> <p>Beginning at the southwest corner of the southwest quarter of the southeast quarter;</p> <p>Thence north 660.0 feet;</p> <p>Thence east 657.6 feet;</p> <p>Thence south 620.0 feet;</p> <p>Thence west 237.6 feet;</p> <p>Thence south 40.0 feet;</p> <p>Thence west 420.0 feet to the point of beginning.</p>
Whitesboro, TX	<p>TRACT I:</p> <p>Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirty-one (31), Thirty-two (32), and Thirty-three (33) in Block "F" Of the plat of WHITESBORO TOWN COMPANY'S LAND, an Addition to the City of Whitesboro, Texas as shown by plat of record in Volume 48, Page 18, Plat Records, Grayson County, Texas.</p> <p>TRACT II:</p> <p>Situated in the County of Grayson, State of Texas, being a part of the WILLIAM RITCHEY SURVEY, Abstract No. 1042, being a part of Lots One (1) through Six (6) in Block Fifteen (15) of McFALL'S ADDITION to the City of Whitesboro, Texas as shown by plat of record in Volume 43, Page 38, Deed Records, Grayson County, Texas, being the same 0.560 acre tract of land conveyed by Texoma Peanut Company to Texoma Peanut Co., Inc. by deed dated May 9, 1994, recorded in Volume 2339, Page 768, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:</p> <p>BEGINNING at a found 1/2 inch square rod at the Southeast corner of said Block 15, and on the West line of McFall Street;</p> <p>THENCE North 89 deg. 37 min. 00 sec. West, a distance of 300.11 feet to a found 1/2 inch square rod on the East line of Depot Street, said rod maintaining</p>

	<p>the Southwest corner of said Block 15;</p> <p>THENCE North 00 deg. 01 min. 22 sec. West, with the West line of Block 15, the East line of Depot Street, a distance of 80.88 feet to a found 1/2 inch square rod;</p> <p>THENCE South 89 deg. 43 min. 19 sec. East, a distance of 300.06 feet to a found 1/2 inch square rod on the East line of Block 15, the West line of said McFall Street;</p> <p>THENCE South 00 deg. 03 min. 06 sec. East, with the East line of Block 15, the West line of McFall Street, a distance of 81.44 feet to the place of beginning and containing 0.56 acres of land, more or less.</p>
Altus, OK	<p>A tract of land in the Northwest Quarter of Section Eighteen 18, Township Two North of Range Twenty West of the Indian Meridian, Jackson County, Oklahoma, more particularly described as follows:</p> <p>Beginning at the Northwest Corner of Lot Six in Block Twenty-one of the JARBOE ADDITION, to the City of Altus, Oklahoma according to the recorded plat thereof;</p> <p>Thence Westerly on an extension of the North line of said Lot Six a distance of 508.07 feet to a point which is 25.20 feet East of the centerline of the Main Line of the Atchison, Topeka and Santa Fe Railroad Track, said point also being 10 feet East of the center of a Spur Line Track;</p> <p>Thence Northerly and parallel to the said Spur Line a distance of 962.00 feet to a point which is 25.60 feet East of the Center of said Main Track Line;</p> <p>Thence Easterly and parallel to the Centerline of Corbin Avenue in the said City of Altus, a distance of 345.00 feet;</p> <p>Thence Northeasterly a distance of 96.17 feet to a point, said point being 45.66 feet West of the East line of the Northwest Quarter of said Section Eighteen and 19.08 feet North of the Centerline of said Corbin Avenue extended West;</p> <p>Thence Easterly and parallel to the Centerline of said Corbin Avenue a distance of 45.65 feet to a point on the East line of the Northwest Quarter of said Section Eighteen said point being 19.08 feet North of the Centerline of said Corbin Avenue;</p> <p>Thence Southerly along the East line of the Northwest Quarter of said Section Eighteen a distance of 1029.10 feet to the point of beginning.</p>

Calvin, OK	<p>TRACT 1:</p> <p>All of Blocks 1, 2, 3 and 4 in the ORIGINAL TOWN OF CALVIN, Oklahoma</p> <p>TRACT 2:</p> <p>A tract of land in the SW/4 SE/4 of Section 21, Township 9 North, Range 10 East, more particularly described as follows:</p> <p>Commencing at a point on the North right of way line of State Highway No. 9, and 61.2 feet North of the SW corner of the SW/4 SE/4 of Section 21, Township 9 North, Range 10 East, for a point of beginning, running thence North 88 degrees 56' East along said right of way line a distance of 900 feet to a point; running thence North 680 feet to a point on the South right of way line of the St. Louis and San Francisco Railroad; running thence South 57 degrees West along said right of way a distance of 1075 feet to a point; running thence South a distance of 95 feet to the point of beginning.</p> <p>TRACT 3:</p> <p>A part of Lot 7 (or the SE/4 SE/4) of Section 21, Township 6 North, Range 10 East of I.M., more particularly described as follows:</p> <p>Beginning 175 feet West of the Southeast Corner of said SE/4 on the North line of C.R.I. & P. Railroad right of way; thence running Northwesterly along said right of way a distance of 330 feet; thence running North 220 feet; thence running Southeasterly paralleling said Railroad right of way a distance 330 feet; thence running South 220 feet to the point of beginning.</p> <p>TRACT 4:</p> <p>A part of Lot 7 (or the SE/4 SE/4) of Section 21, Township 6 North, Range 10 East of I.M., more particularly described as follows:</p> <p>Beginning at the SE corner of said SE/4; thence North 240 feet; thence West 70 feet; thence South 14 degrees West a distance of 237 feet to the North line of The C.R.I. & P. Railroad right of way; thence running Southeasterly along said right of way a distance of 30.5 feet to the South line of said Section 21; thence East 97.8 feet to the point of beginning.</p> <p>TRACT 5:</p> <p>A tract of land in the SW/4 SW/4 SW/4 of Section 22, Township 6 North, Range 10 East of I.M., more particularly described as follows:</p> <p>Beginning at the Southwest corner of said Section 22; thence East 399 feet;</p>
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	<p>thence North 38 feet thence running Northwest to the West Section Line of said Section 22 a distance of 240 feet North of the said SW corner of said Section; thence South 240 feet to the point of beginning.</p>
<p>Wetumka, OK</p>	<p>TRACT 1:</p> <p>Lots 4, 5, 6, 7, 8 and 9, in Block 15, in the ORIGINAL TOWN OF WETUMKA, Hughes County, Oklahoma, according to the recorded plat thereof; and</p> <p>Lots 3, 4, 5, 6 and 7, in Block 60, in BELLEVIEW ADDITION to the City of Wetumka, Hughes County, Oklahoma, according to the recorded plat thereof; and</p> <p>Lot 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, in Block 65, in BELLEVIEW ADDITION to the City of Wetumka, Hughes County, Oklahoma, according to the recorded plat thereof.</p> <p>TRACT 2:</p> <p>A tract of land in the NW/4 SW/4 NE/4 of Section 22, Township 9 North, Range 10 East of I.M., Hughes County, Oklahoma, more particularly described as:</p> <p>Beginning at SW corner of what was formerly Lot 14, in Block 61 of BELLEVIEW ADDITION;</p> <p>Thence North along the West line of said Block 61 to the SE'ly boundary of St. Louis & San Francisco Railroad right-of-way line;</p> <p>Thence in a Southwesterly direction along said R/W line to a point due North of NW corner of what was formerly Lot 8, in Block 60 of said Addition;</p> <p>Thence South to the NW corner of said Lot 8;</p> <p>Thence continuing South along the West line of said Lot 8 to the SW corner of said Lot 8;</p> <p>Thence East to the point of beginning.</p> <p>TRACT 3:</p> <p>A tract of land commencing at a point on the North Right-of-Way line of State Highway #9, and 61.2 feet North of the Southwest Corner of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Twenty-One (21), Township Nine (9) North, Range Ten (10) East for a point of beginning:</p>

	<p>Thence North 88°56' East along said Right-of-Way line a distance of 900 feet; Thence North 680 feet to the South Right-of-Way line of the St. Louis and San Francisco Railroad;</p>
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	<p>Thence South 57° West along said railroad Right-of-Way line a distance of 1075 feet; Thence South a distance of 95 feet to the point of beginning.</p>
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Real Property Owned by Clint Williams Company Western Division

Short Title	Legal Description
Meadow, TX	<p>TRACT 1:</p> <p>A tract of land located in the Northwest part of Section 17, Block 4X, E.L. & R.R. Ry. Co. Survey, Terry County, Texas, and being the North 153.00 feet of that certain tract known as Block 28 as shown on map of the City of Meadow, Terry County, Texas, as per amended plat of record in Volume 23, Page 185 of the Terry County Deed Records, said tract being more particularly described as follows:</p> <p>BEGINNING at the Southwest corner of Block 27, said City of Meadow, and the Northwest corner of said Block 28 and of this tract, from which a railroad spike found in the centerline of Morehead Street with Renfro Street at the Northwest corner of said Section 17 bears N. 88° 00' 55" W. 30.00 feet and N. 1° 59' 05" E. 200.00 feet (all bearings are compared to the Texas Coordinate System of 1983, North Central Zone, all distances are true at an averaged surface elevation);</p> <p>THENCE S. 88° 00' 55" E. 410.08 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the Northwesterly right-of-way line of the old South Plains and Santa Fe Railroad (100 feet Northwesterly of the centerline of main tract), for the Southeast corner of said Block 27, and for the Northeast corner of said Block 28 and of this tract;</p> <p>THENCE S. 24° 46' 35" W., along said railroad right-of-way line, 165.96 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set for the Southeast corner of this tract;</p> <p>THENCE N. 88° 00' 55" W. 345.79 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the West line of said Block 28, for the Southwest corner of this tract;</p> <p>THENCE N. 1° 59' 05" E. 153.00 feet to the place of beginning.</p> <p>TRACT 2:</p> <p>Three tracts out of Section 17, Block 4-X, EL&RR Ry. Company Survey in Terry County, Texas, described by metes and bounds as follows:</p> <p>FIRST TRACT:</p> <p>BEGINNING at a point in the West Boundary line of said Section which point is 840 feet south of its Northwest corner;</p>

THENCE SOUTH to a point in the West boundary line of P & SF Ry. Co. right of way;

THENCE in a Northeasterly direction along said right of way to point due East of the beginning point.

THENCE West to the place of beginning, SAVE AND EXCEPT a tract conveyed in deed recorded in Volume 288, Page 413, Deed Records, Terry County Texas, from Goodpasture Grain & Milling Company to The City of Meadow, Texas.

SECOND TRACT:

BEGINNING at the Northwest corner of said Survey 17, Block 4-X, for the Northwest corner this tract;

THENCE SOUTH 200 feet for the Southwest corner this tract;

THENCE EAST at right angle with the West line of said Survey 17 to the West line of the P & SF Ry. Co. Right of way the Southeast corner this tract;

THENCE NORTHERLY along the West line of said railway right of way to the North line of said Survey 17 for the Northeast corner this tract;

THENCE WEST along the North line of said Survey 17 to the place of beginning, LESS 30 feet on the North side said land being the same as described as Block 27 of the Amended Plat of the Town of Meadow on file in the office of the County Clerk of Terry County, Texas, in Volume 23, Page 185, Deed Records, Terry County, Texas.

THIRD TRACT:

BEGINNING at a point in the West boundary line of Survey 17, Block 4-X, 690 feet South of the Northwest corner said survey;

THENCE SOUTH from said beginning point a distance of 150 feet;

THENCE EAST to a point where said projected line intersects the West boundary line of the P & SF Ry. Company right of way;

THENCE with said right of way in a northeasterly direction to a point due East of the beginning corner which is 690 feet South of the Northwest corner;

THENCE from said point West to said beginning corner, SAVE AND

	EXCEPT a tract of land described in a deed recorded in Volume 84, Page 71, Deed Records, Terry County, Texas.
Welch, TX	<p>TRACT 1:</p> <p>A tract of land out of Section 50, Block M, E.L. & R.R. Railway Co. Survey, Dawson County, Texas, and being more particularly described by metes and bounds as follows:</p> <p>BEGINNING at an iron pipe set in the East R.O.W. line of Brownfield and Lamesa Highway for the Northwest corner of this tract and the Southwest corner of Lot 5 of the Mitchell Subdivision of a part of Section 50, from whence a Concrete Marker, the Northwest corner of said Lot 5 and the East R.O.W. line of Highway bears N 37° 26' W, 100 feet;</p> <p>THENCE S 37° 26' E, 531.2 feet to a iron pipe set in the East R.O.W. line of Lamesa-Brown field Road for the Southwest corner of this tract;</p> <p>THENCE N 19° 42' 30" E, 986.5 feet to an iron pipe set 50 feet South of Center Line of Seagraves and O'Donnell Road for the Northeast corner of this tract;</p> <p>THENCE S 74° 49' W, 531.2 feet to an Iron Pipe set 50 feet South of the Center Line of Road for the West Northeast corner of this tract and the Northeast corner of Lot 1, Mitchell Subdivision;</p> <p>THENCE S 19° 42' 30" W, 394.5 feet to the PLACE OF BEGINNING and containing 7 acres, more or less.</p> <p>Being the same land described in Warranty Deed dated April 26, 1957 from W.L. Marr and wife, Corda Marr to Grady Goodpasture, recorded in Volume 155, Page 199, Deed Records, Dawson County, Texas.</p> <p>TRACT 2:</p> <p>A tract or parcel of land out of and a part of Section 50, Block M, E.L. & R.R. Railway Company Survey, Dawson County, Texas, and being more particularly described by metes and bounds as follows:</p> <p>BEGINNING at an iron pipe set 50 feet South of the center line of Seagraves and O'Donnell road, which pipe is the Northeast corner of a certain 7 acre tract of land described by metes and bounds in Warranty Deed from W.L. Marr, et ux to Grady Goodpasture, dated April 26, 1957 and recorded in Volume 155, Page 199 of the Deed Records, Dawson County, Texas, for the beginning point of the tract;</p> <p>THENCE in a Southwardly direction and at right angles to the North line of</p>

	<p>said 7 acre tract, above referred to, a distance of 451 feet to an iron pipe, which iron pipe is 256.5 feet East of the East line of said 7 acre tract above referred to;</p> <p>THENCE Southwestwardly a distance of 664.5 feet to the iron pipe set for the Southeast corner of said 7 acre tract above referred to;</p> <p>THENCE Northwardly along the East line of said 7 acre tract above referred to, to the PLACE OF BEGINNING, containing 2.95 acres, more or less.</p> <p>Being the same land described in Warranty Deed dated January 27, 1961 from W. L. Marr and wife, Corda Marr to Grady Goodpasture, recorded in Volume 185 Page 531, Deed Records, Dawson County, Texas.</p> <p>TRACT 3:</p> <p>All of Lots 1, 2, 3 and 4 of Jesse Mitchell Subdivision to the Town of Welch, Dawson County, Texas, as per Plat recorded in Volume 1, Page 98, Plat Records, Dawson County, Texas.</p>
Plains, TX	<p>TRACT 1:</p> <p>The Northeast Quarter (NE/4) and the Northwest Quarter (NW/4) of Block 74, of the Original Town of Plains, Yoakum County, Texas, as per the plat recorded in Volume 1, Page 481, Deed Records, Yoakum County, Texas SAVE & EXCEPT that part of the 266.6' x 8.3' tract of land being more particularly described as follows, which applies to this property.</p> <p>That certain tract of land described in Deed dated February 23, 1956, executed by M. W. Luna to the City of Plains, recorded in Volume 156, Page 331, Deed Records, Yoakum County, Texas, and being more particularly described as follows:</p> <p>BEGINNING at a point in the West Boundary Line of said Block 74, which point is 125' South of the NW corner of said Block 74;</p> <p>THENCE East, parallel with the North Boundary Line of said Block 74, a distance of 266.6' to a point;</p> <p>THENCE South 8.3' to a point;</p> <p>THENCE West, parallel with the North Boundary Line of said Block 74, a distance of 266.6' to a point;</p> <p>THENCE North 8.3' to the place of beginning.</p>

TRACT 2:

A triangular 5.00 acre tract of land, more or less, located in the Southeast corner of the North Half of Section 426, Block D, John H. Gibson Survey, Yoakum County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a point in the East line of the said Section 426, where the said East line intersects the North right-of-way line of U.S. Highway 62 and 380;

THENCE North along the East line of Section 426, a distance of 890 feet to a point;

THENCE in a Southwesterly direction 620 feet to a point in the North right-of-way line of Highway 62 and 380;

THENCE Southeasterly along the North right-of-way line of U.S. Highway 62 and 380 a distance of 840 feet to the point of beginning, containing five (5) acres, more or less.

EXHIBIT B

[DESIRED 365 CONTRACTS AND CURE AMOUNTS]

CLINT WILLIAMS 2014 CUSTOMER SALES CONTRACTS BID

1/15/15

Type	Contract #	Grade	Ad. Cond	Buyer	Lbs.	FOB price	¢ Bid per #	Spread	Contract Price	Destination
SPANISH										
	CW20144037	SIU		Ferris Coffee	660,000	0.650	\$ 6,600	Jan-Dec		FOB SW
	CW20144075-R1	SIU		Mitsu (Canada)	875,000	0.640	\$ 8,750	Jan-Oct	\$	1,685 CFR Sakata
	CW20144019	SIU		D&C Dist.	0	0.850	\$ -	Nov-Nov		FOB SW
	TOTAL SIU				1,535,000		\$ 15,350			
	CW20144039	SNO		Goodart Candy Inc	0	0.600	\$ -	1 each quarter		FOB SW
	CW20144091-R1	SNO		Miss Arachew	132,000	0.650	\$ 1,320	Jan-Oct		FOB SW
	CW20144103	SNO		Herman Nut Co	44,000	0.620	\$ 440	Jan-Sept		FOB SW
	TOTAL SNO				176,000		\$ 1,760			
				Spanish Total			\$ 17,110			
					1,711,000					

VIRGINIA										
	CW20144025	VUJ		D&C Dist	848,000	0.670	\$ 8,480	Nov-Oct		FOB SW
	CW20144009	VUJ		Omni	0	0.660	\$ -	Jan-May	\$	1,700 CIF Hamburg
	TOTAL VUJ				848,000		\$ 8,480			
	CW20144023	VFA		Nutwork	216,000	0.660	\$ 2,160	After Apr 1	\$	1,725 CIF Hamburg
	CW20144005	VFA		Hines Nut	3,000,000	0.520	\$ 30,000	DEC-DEC		FOB SW
	CW20144006-R1	VFA		Intri de Prod	830,300	0.630	\$ 8,303	Nov/Dec 14-Dec 15	\$	1,605 Delivered Monterey
	CW20144008	VFA		Omni	0	0.620	\$ -	Jan-May 15	\$	1,600 CIF Hamburg
	CW20144005	VFA		Maitre Prunille	100,000	0.535	\$ 1,000	Dec-Aug	\$	1,470 CIF FOS France
	CW20144092	VFA		The Seed Factory	386,000	0.540	\$ 3,860	Oct-Sept		FOB SW
	CW20144105	VFA		The Seed Factory	0	0.510	\$ -	Nov-Sept		FOB SW
	CW20144105	VFA		The Seed Factory	172,000	0.530	\$ 1,720	Nov-Sept		FOB SW (Frederickstad)
	CW20144110	VFA		Aperitivos Medina 3	396,000	0.510	\$ 3,960	Mar-Sept	\$	1,400 CIF Valencia (Frederickstad)
	CW20144030	VFA		Makar PPH	0	0.657	\$ -		\$	1,400 CIF Valencia (Frederickstad)
	TOTAL VFA				5,100,300		\$ 51,003			
	CW20144027	VSK		Max Kiene	209,200	0.785	\$ 2,092	Jan-Dec	\$	2,000 CIF Antwerp
	TOTAL VSK				209,200		\$ 2,092			
	CW20144072	VXL		Brynild	501,000	0.755	\$ 5,010		\$	1,985 CIF
	CW20144073	VXL		Brynild	250,000	0.825	\$ 2,500		\$	2,140 CIF
	TOTAL VXL				751,000		\$ 7,510			
	CW20144098	VNT		Clements Food	2,244,000	0.455	\$ 22,440	Jan-Sept		FOB SW
	TOTAL VNT				2,244,000		\$ 22,440			
				Virginia Total			\$ 91,525			
					9,152,500					

RUNNER/MISC										
	CW20144015	RUJ		Mazapan	1,500,000	0.550	\$ 15,000	Nov-Oct	\$	1,300 DDP Tlalomalco/alisco
	TOTAL RUJ				1,500,000		\$ 15,000			
	CW20144014	RNO		Everything but #1 Runner or 14/16 Mazapan	5,998,100	0.410	\$ 58,981	Oct-June	\$	1,150 Ddp Tlalomalco De Zuniga
	TOTAL RNO				5,998,100		\$ 58,981			
	CW20144067	RSP		Mars	5,800,000	0.525	\$ 58,000	Nov-June	\$	57
	TOTAL RSP				5,800,000		\$ 58,000			
	CW20144070	ROS		Oil Stock	2,000,000	0.240	\$ 20,000		\$	20,000
	TOTAL ROS				2,000,000		\$ 20,000			
				Runner/Misc Total			\$ 151,981			
				TOTAL			\$ 260,616			
					26,061,600					

* There are no Cure Amounts due on these contracts.