

Commwealth Title

COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMWEALTH TITLE

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commwealth Title, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

By:



ATTEST

President



Secretary

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ALTA Commitment for Title Insurance 8-1-16 w- AR Mod



(2021058WHICKERTBD.PFD/2021058WHICKERTBD/4)

Commwealth Title

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance 8-1-16 w- AR Mod



(2021058WHICKERTBD.PFD/2021058WHICKERTBD/4)

Commwealth Title

Transaction Identification Data for reference only:

Issuing Agent: Pamela M Blissitt #16370293
Issuing Office: Arkansas Southeast Title, Inc. #10010814
Issuing Office's ALTA® Registry ID: 1083721
Loan ID No.:
Commitment No.: 2021058WHICKERTBD
Issuing Office File No.: 2021058WHICKERTBD
Property Address: Addison Road, Star City, Arkansas 71667

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

SCHEDULE A

1. Commitment Date: April 9, 2021 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: Legally Qualified Buyer
Proposed Policy Amount: \$ 1,000.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: Legally Qualified Lender, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$ 1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Whicker Family Farms, LLC, an Arkansas Limited Liability Company
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

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SCHEDULE A
(Continued)

Arkansas Southeast Title, Inc. #10010814

By: *Pamela M Blissitt*
Arkansas Southeast Title, Inc. #10010814, Pamela M
Blissitt #16370293

Signatory License No.: 16370293

Title Agency License No.: 10010814

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release of mortgage described in Schedule B, Section 2, paragraph 20.
6. Furnish certificate of good standing from the Arkansas Secretary of State for Whicker Family Farms, LLC.
7. Furnish copy of Operating Agreement and Articles of Organization for Whicker Family Farms, LLC, along with minutes of special meeting of the members of Whicker Family Farms, LLC, authorizing the transaction and stating who is authorized to sign on behalf of the limited liability company.
8. Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transactions involving land that is associated with these activities.
9. Arkansas Southeast Title Inc. reserves the right to revise this commitment.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
2. All assessments and taxes due in 2020, and thereafter.
3. Any encroachment, encumbrance, violation, variation, boundary line dispute, title by acquiescence, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Easements, claims of easements, title by acquiescence not shown by the Public Records. Easements for roads, drainage ditches, levees and utilities which may be of record or which may be discovered by reasonable inspection of the premises.
5. Any lien or right to lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Coal, oil, gas, metals, limestone and any other mineral interests in the land and all rights and easements in favor of the estate of said coal, oil, gas, limestone, and other minerals.
7. Any titles or rights asserted by anyone including, but not limited to, persons, the public, governments or other entities, to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or the statutory water rights, including riparian rights, or to the area extending from the line of the mean low tide to the line of vegetation or the right of access to that area of easement along and across that area.
8. Subject to any loss or claim due to a lack of access to and from subject property to a public road for purposes of egress and ingress.
9. Loss arising from any condition upon the herein described lands which would be disclosed by an environmental site assessment.
10. Loss arising from security interest evidenced by financing statements filed of record, as of the effective date hereof, under the Arkansas Uniform Commercial Code and Judgment Liens and other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas, as of the effective date hereof.
11. Right of Way Permit dated April 22, 1985, filed October 15, 1985, and recorded in Lincoln County Power of Attorney Book 58, at Page 159, executed by J. C. McEntire and Martha McEntire to Ladd Water Users Association, Inc.
12. Drainage Easement dated September 19, 2017, filed September 19, 2017, and recorded in Lincoln County Misc Record Book 144, at Page 257, executed by Whicker Family Farms, LLC, to Brown Pelican Farms, LLC.

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SCHEDULE B
(Continued)

13. Matters as shown on survey dated July 27, 2017, by Messinger & Associates, Inc., Professional Land Surveyors, Reference No. 9211.1 M-2149
14. Subject to unrecorded Conservation Reserve Program agreement.
15. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
16. Rights of tenants in possession as tenants only under unrecorded leases.
17. Title to that portion of subject property embraced within the bounds of Addison Road.
18. No assurance is given as to the number of acres or square footage contained in the property described herein.
19. Title to that portion of the land lying below the mean high water mark of Bayou Bartholomew.
20. Mortgage, Security Agreement and Fixture Filing dated April 1, 2019, filed April 8, 2019, and recorded in Lincoln County Record Book 225, at page 1, executed by Whicker Family Farms, LLC to First Security Bank, securing an indebtedness of \$1,260,000.00.

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EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Description of a 116 acre tract of land situated in Sections 32 & 33, T 7 S - R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the East One Quarter Corner of Section 32, T 7 S - R 8 W, Lincoln County, Arkansas thence run South 89°24'58" West along the South line of the Northeast One Quarter for 1987.84 feet to an iron pipe at the southwest corner of the East One Half of the Southwest One Quarter of the Northeast One Quarter; thence run North 00°13'11" West along the West line of said East One Half of the Southwest One Quarter of the Northeast One Quarter for 1323.03 feet to an iron pipe at the northwest corner thereof; thence run South 89°04'24" West along the South line of the Northwest One Quarter of the Northeast One Quarter for 662.86 feet to an iron pipe at the southwest corner thereof; thence run North 00°13'44" West along the West line of said Northwest One Quarter of the Northeast One Quarter approximately 1034 feet to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in a southeasterly direction along said water's edge approximately 1515 feet to a point; thence run South 15°27'05" East approximately 609 feet to a point in the centerline of Addison Road; thence run North 76°52'49" West along said centerline for 161.06 feet to an iron pipe marked as point "B" on plat of survey M-2149 by Messinger & Associates date July 27, 2017; thence run South 18°25'41" East for 423.99 feet to a point; thence run South 34°50'55" East for 109.77 feet to a point; thence run South 57°24'04" East for 216.87 feet to a point; thence run South 49°07'07" East for 343.41 feet to a point; thence run South 57°40'55" East for 196.79 feet to a point; thence run South 66°30'36" East for 232.02 feet to a point; thence run South 74°22'55" East for 324.85 feet to a point; thence run South 78°35'35" East for 581.71 feet to a point; thence run South 65°25'08" East for 218.15 feet to a point; thence run South 52°40'55" East for 228.60 feet to a point; thence run South 88°23'53" East for 314.38 feet to a point; thence run South 50°52'39" East for 41.74 feet to a point; thence run South 81°17'21" East for 118.27 feet to a point; thence run South 82°45'56" East for 847.80 feet to a point; thence run South 11°34'55" West for 82.00 feet to a point; thence run South 06°23'57" West for 294.39 feet to a point; thence run South 02°19'57" East for 668.24 feet to a point; thence run South 23°53'36" West for 232.97 feet to an iron pipe in the south line of the Northeast One Quarter of the Southwest One Quarter of Section 33 marked as point "A" on said plat of survey; thence run South 89°35'16" West along said south line for 947.80 feet to a rebar at the southwest corner of said Northeast One Quarter of the Southwest One Quarter; thence run North 00°20'24" West along the west line of said Northeast One Quarter of the Southwest One Quarter for 1334.62 feet to a rebar at the northwest corner thereof; thence run South 89°36'03" West along the south line of the Northwest One Quarter for 1327.16 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Northeast One Quarter of Section 32 & the West One Half of Section 33, T 7 S - R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 116 acres and is subject to a fifteen foot drainage easement along a portion of the north line and all existing easements.

RIGHT-OF-WAY PERMIT

KNOW ALL MEN BY THESE PRESENTS:

That I/We, J. C. McEntire and Martha McEntire, his wife,

hereinafter called GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration, cash in hand paid by Ladd Water Users Association, Inc., an Arkansas non-profit corporation, hereinafter called GRANTEE, and in further consideration of those benefits to accrue to GRANTOR from the construction hereby contemplated, do hereby grant, sell and convey to GRANTEE, its successors and assigns forever, a perpetual right of way ten feet wide, being five feet on either side of the water line as constructed, and the right, from time to time, to lay, construct, reconstruct, replace, renew, maintain, repair, operate, change the size of and remove pipe lines and/or mains for the purpose of carrying water, the right to install valves, blowoff valves, air valves or other equipment necessary for the proper operation or protection of said water mains, over, through, under and across the following lands lying in Lincoln County, Arkansas:

The North ten feet of all of the following described tracts:

North Half of Northeast Quarter of Section 32, South of Bayou;

North Half of Section 33, South of Bayou;

North Half of Southeast Quarter of Section 33;

Beginning at the Quarter Section Corner between Sections 33 and 34,

thence South along said Section line 20 chains; thence East 8.72

chains; thence North 16° East 17.51 chains to the center of Bayou

Bartholomew; thence North 76°30' West up the center of said Bayou 5.78

chains; thence North 52° West up the center of said Bayou 2.81 chains;

thence West 5.70 chains to the point of beginning;

that lie South of right of way of public road, being adjacent to and parallel to said right of way.

All in Township 7 South, Range 8 West.

Also a 10 foot right of way along roadway from public road to house site situated in West Half of Southwest of said Section 33.

AND FOR THE PURPOSE OF CONSTRUCTION ONLY an additional ten feet strip of land lying adjacent and parallel to the above granted ten feet, and on the side away from said road or highway right of way.

To have and to hold the same unto the GRANTEE, its successors and assigns forever, together with the right of ingress and egress for the purposes aforesaid.

GRANTORS all have the right to use fully and to enjoy the above described premises provided such use shall not interfere with the rights herein granted. GRANTEE hereby covenants and agrees that in the exercise of the rights herein granted it will, as nearly as practical, restore said lands to the same condition as found by it, and it will bury said lines and mains to a sufficient depth as will not interfere with the ordinary use of said lands, except for natural drains, gullies, creeks, ravines or other areas below lines proposed to be laid.

IN WITNESS WHEREOF, GRANTORS have executed this instrument this

day of April 1985.

LINCOLN COUNTY, ARKANSAS

Filed For Record On This

15th day of October 1985

10:00 o'clock A.M.

VERA REYNOLDS, Clerk

STATE OF ARKANSAS
COUNTY OF JEFFERSON

On this the 3rd day of April 1985, before me, the undersigned officer, personally appeared

J. C. McEntire and Martha McEntire

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

NOTARY PUBLIC

THE PIERCE COMPANY

CERTIFICATE OF RECORD

STATE OF ARKANSAS, }
County of LINCOLN } SS.
I, Vera Reynolds, Clerk of the Circuit Court and Ex-Officio
Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was
filed for record in my office on the 15th day of October A. D. 1985
at 10:00 o'clock A M., and the same is now duly recorded, with the acknowledgment and certificate
thereon, in Record Book, Vol. 58 Page 159.
P of A
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
said Court this 15th day of October, A. D. 1985
Vera Reynolds Clerk.
By Ann Owens Deputy Clerk.



8 0 0 1 6 1 9
Tx:4001195

2017R-00000910

I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED
AND RECORDED ON: 09/19/2017
AT 2:13 PM
IN BOOK MISC B: 144 P: 257
BY: VERA
LINCOLN COUNTY, AR
OF PAGES: 20

This instrument prepared by:

Cary E. Young
Bridges, Young, Matthews & Drake PLC
P.O. Box 7808
Pine Bluff, AR 71611

When recorded return to:

Marisa Bocci
K&L Gates LLP
925 Fourth Avenue
Suite 2900
Seattle, WA 98104

DOCUMENT TITLE:

DRAINAGE EASEMENT AGREEMENT

GRANTOR:

**WHICKER FAMILY FARMS, LLC, an Arkansas
limited liability company**

GRANTEE:

**BROWN PELICAN FARMS LLC, a Delaware limited
liability company**

Complete legal descriptions are on Exhibits A and B of this document.

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of September 14th 2017 (the "Effective Date"), by and between WHICKER FAMILY FARMS, LLC ("Grantor"), and BROWN PELICAN FARMS LLC, a Delaware limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of that certain real property located in Jefferson County and Lincoln County, Arkansas, legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Land");

B. Grantee is the owner of that certain real property located in Jefferson County and Lincoln County, Arkansas, legally described in Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Land"), which abuts the Grantor Land to the south, east and north;

C. Grantee desires to obtain, and Grantor is willing to grant to Grantee, easements over the Grantor Land (the "Easement Area") for purposes of construction, reconstruction, operation, use, removal, and maintenance of drainage ditches, drainage tile and appurtenant drainage facilities over, under, across, and through certain portions of the Grantor Land (the "Purpose").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which both parties expressly acknowledge, it is agreed as follows:

AGREEMENT:

1. Grant of Easements. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee, and to Grantee's affiliates, tenants, licensees, operators, managers and permitted occupants of the Grantee Land (collectively, "Grantee Parties") a non-exclusive easement on and over the Easement Area for purposes of construction, reconstruction, operation, use, removal, and maintenance of drainage ditches, drainage tile and appurtenant drainage facilities within and through the Easement Area, together with a right of access, ingress and egress to and from the Grantor Land for those purposes (the "Easement").

2. Rights Reserved to Grantor. Grantor reserves all other rights in and to the Easement Area which are not expressly granted to Grantee pursuant to Section 1 hereof (including, without limitation, the right to farm and/or to install roads and related

improvements within the Easement Area), provided such activities do not prohibit, restrict or otherwise impede Grantee's rights herein or the Purpose. Without limiting the generality of the foregoing, Grantor reserves for Grantor and its heirs, successors, and assigns, and tenants, licensees, operators, managers and permitted occupants of the Grantor Land the right to use all or part of the Easement Area in conjunction with Grantee Parties and the right to convey to others the right to use all or part of the Easement Area that does not materially interfere with Grantee Parties' use of the Easements as expressly permitted hereunder.

3. Maintenance.

(a) Grantor shall, at its sole cost and expense, repair and maintain the Easement Area in good condition and repair, except any damage resulting from Grantee's gross negligence or willful misconduct, which damage shall be promptly repaired by Grantee at Grantee's sole cost and expense.

(b) Notwithstanding the terms and conditions set forth in Section 3(a) hereof regarding Grantor's review and approvals rights, Grantee shall have the right to proceed with any routine maintenance of the Easement Area by delivery of reasonable prior written notice to Grantor for any work that is deemed necessary reasonably necessary by Grantee to permit Grantee's use and enjoyment of the Easement Area as contemplated herein.

(c) If Grantee shall fail to adequately maintain the Easement Area in good condition and repair and such failure continues for a period in excess of fifteen (15) days after the date of written notice from Grantor, then Grantor shall have the right, but not the obligation, to perform any such repair or maintenance work, at Grantee's sole cost and expense, and for, on behalf of, and in the name of Grantee. Grantee shall reimburse Grantor for all reasonable costs and expenses incurred in connection with Grantor's performance of any of Grantee's repair and maintenance obligations hereunder within thirty (30) days of written notice from Grantor stating the amount due and owing for such work, together with a reasonably detailed invoice. Grantee's reimbursement obligations hereunder shall be subject to all legal and equitable remedies available to Grantor, including, without limitation, the collection of interest on any unpaid amounts at the maximum rate permitted by law. This Section 3(c) shall survive the expiration or earlier termination of this Agreement.

(d) All work conducted by, for, or on behalf of Grantee shall be coordinated with Grantor so as to minimize the disruption or interruption of the use, occupancy or enjoyment of, or activities conducted on or about, the Easement Area by Grantor and its employees and customers.

4. Indemnification.

(a) To the fullest extent permitted by law, each party hereto shall indemnify the other party and its affiliates, members, officers, employees, directors, managers, agents, and other similar parties, and, where Grantee is to be indemnified, any tenant, licensee, operator, manager or permitted occupants of the Grantee Land (each, a "Indemnified Party"; collectively, "Indemnified Parties") against, and shall release, defend (using counsel reasonably satisfactory to the Indemnified Party) and hold the Indemnified Parties harmless from, any and all expenses, costs, damages, losses, claims or liabilities, demands, causes of action, judgments, penalties, fines and liens, including attorneys' fees and court costs, for personal injury, loss of life, property damage or any other claims due to any act or failure to act in connection with indemnifying party's exercise of its rights under this Agreement, or the use or occupancy of, or any of indemnifying party's activities on or about the Easement Area, except to the extent of gross negligence or wrongful acts or omissions of any Indemnified Party.

SLW

Grantor's Initials

Grantee's Initials

(b) The obligations and the waiver set forth in this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Status of Title. The Easements granted herein are made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which are of record, or which would otherwise be disclosed or shown on an ALTA property survey dated as of the date hereof.

6. Binding on Heirs; Easement Appurtenant. The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee. The easements granted herein shall be appurtenant to the Grantor Land and Grantee Land, and shall be as a covenant that runs with and benefits and burdens said lands.

7. Default.

(a) If any party to this Agreement, or its successors, assigns, lessees, or agents, fails to perform that party's obligations under this Agreement or breaches the

4. Indemnification.

(a) To the fullest extent permitted by law, each party hereto shall indemnify the other party and its affiliates, members, officers, employees, directors, managers, agents, and other similar parties, and, where Grantee is to be indemnified, any tenant, licensee, operator, manager or permitted occupants of the Grantee Land (each, a "Indemnified Party"; collectively, "Indemnified Parties") against, and shall release, defend (using counsel reasonably satisfactory to the Indemnified Party) and hold the Indemnified Parties harmless from, any and all expenses, costs, damages, losses, claims or liabilities, demands, causes of action, judgments, penalties, fines and liens, including attorneys' fees and court costs, for personal injury, loss of life, property damage or any other claims due to any act or failure to act in connection with indemnifying party's exercise of its rights under this Agreement, or the use or occupancy of, or any of indemnifying party's activities on or about the Easement Area, except to the extent of gross negligence or wrongful acts or omissions of any Indemnified Party.

Grantor's Initials

_____ DB _____

Grantee's Initials

(b) The obligations and the waiver set forth in this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Status of Title. The Easements granted herein are made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which are of record, or which would otherwise be disclosed or shown on an ALTA property survey dated as of the date hereof.

6. Binding on Heirs; Easement Appurtenant. The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee. The easements granted herein shall be appurtenant to the Grantor Land and Grantee Land, and shall be as a covenant that runs with and benefits and burdens said lands.

7. Default.

(a) If any party to this Agreement, or its successors, assigns, lessees, or agents, fails to perform that party's obligations under this Agreement or breaches the

terms of this Agreement ("the defaulting party"), the other party or parties, or its/their successors, assigns, lessees, and agents, ("the non-defaulting party or parties") shall have the right to give the defaulting party a notice of default by certified mail, return receipt requested, or by overnight mail using a reputable national commercial courier (e.g., FedEx, UPS), setting forth the nature of the default and stating that the defaulting party shall have a period of thirty (30) days from the (i) date of posting of the notice through certified mail or (ii) the date that is one (1) business day following the non-defaulting party's deposit of such notice with a reputable commercial carrier, within which to cure the default. Notwithstanding the foregoing, in the event of an emergency, the defaulting party shall immediately commence such cure and thereafter diligently prosecute same to completion. If the defaulting party does not commence and cure the default as required under this Section 7, then:

i. The non-defaulting party or parties shall have the right to pursue any remedy available at law or in equity, including, but not limited to, bringing an action for the purpose of curing the breach or declaring the easement(s) affected by the breach to be terminated; and/or

ii. Further, the non-defaulting party or parties may elect, upon written notice to the defaulting party to enforce the equitable remedy of specific performance of the defaulting party's obligations under this Agreement and, if a final judgment of specific performance is entered in favor of the non-defaulting party or parties, the non-defaulting party shall also be entitled to recover from the defaulting party all attorneys' fees and costs incurred by the non-defaulting party in connection with such specific performance action. The parties hereto agree that specific performance is an appropriate remedy for breach of this Agreement as any breach of this Agreement may result in irreparable damages, and there is no adequate remedy at law.

(b) If legal action is initiated by any party hereto for the purpose of enforcing or interpreting this Agreement, the prevailing party or parties shall be entitled to recover from the losing party reasonable expenses, including reasonable attorney's fees, court costs and other legal costs, and any attorneys' fees and court costs incurred by the prevailing party in connection with any bankruptcy or insolvency proceeding of the non-prevailing party or any of its affiliates.

8. Attorney Fees and Costs. Each party hereto shall be responsible for paying its own attorney's fees and costs, with the exception of those attorney's fees and costs referred to in Section 7 hereof.

9: Written Notices. Notices given pursuant to this Agreement shall be in writing and given either by actual delivery of the subject into the hands of the party entitled to receive it or by mailing the notice in the United States mail, certified mail, return receipt

requested, or by overnight delivery using a reputable commercial courier (e.g., FedEx, UPS) to the address provided below, or at such other address as the sending party may have received from that party by notice served in accordance with the provisions of this paragraph.

Grantee Address: Brown Pelican Farms LLC
c/o Hancock Natural Resource Group, Inc.
197 Clarendon Street, C-08-99
Boston, MA 02116-5010
Attn: David W. Baughman

Grantor Address: Whicker Family Farms, LLC
2720 N. Pierce Street
Little Rock, AR 72207
Attn: Joel Whicker

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, executors, administrators and assigns. The rights and obligations contained herein shall be deemed to be covenants running with the tract of land above described.

11. Counterparts. The parties hereto have executed multiple originals of this Agreement and each executed copy thereof shall be considered an original.

12. Entire Agreement. This Agreement contains all the terms agreed to by the parties hereto relating to its subject matter. It replaces all previous written and oral discussions, understandings, and agreements. Any oral representations or modifications concerning this Instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by all affected parties.

13. Effective Date. This Agreement shall be effective as of the date of the valid execution on its face by all parties hereto.

14. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a relationship of principal and agent, partnership or of joint venture, or any other association between any of the parties hereto.

15. No Waiver. No waiver of any default shall be implied from any omission of a party hereto take any action with respect to such default, if such default is continuing or

repeated. A waiver of any default hereunder shall not be deemed to be a waiver of any subsequent default.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

17. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance from this Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the Effective Date.

GRANTOR:

WHICKER FAMILY FARMS, LLC,
an Arkansas limited liability company

By: [Signature]
Name: Joel Whicker
Title: Manager

State of Arkansas)
County of Jefferson) ss

On this 18th day of September, 2017 before me personally appeared Joel Whicker to me known to be the Manager of the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Stacy Sipes
Notary Public in and for the State of Arkansas
residing at Jefferson Co.
My commission expires 4/22/25

[Signatures continue on the following pages]

[Grantor's Signature Page to Drainage Easement Agreement (AR Jefferson 35)]

GRANTEE:

BROWN PELICAN FARMS LLC,
a Delaware limited liability company,

By: **HANCOCK NATURAL RESOURCE GROUP, INC.,**
a Delaware corporation, Its Manager

By: *DeB*
Name: David W. Baughman
Title: Vice President

State of Illinois)
) : ss
County of Champaign)

On this 15th day of September, 2017 before me personally appeared David Baughman to me known to be the Vice President of the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Christine A. Briggs
Notary Public in and for the State of
Illinois
residing at Fisher, IL
My commission expires 7-14-18

[Grantee's Signature Page to Drainage Easement Agreement (AR Jefferson 35)]

Exhibit A

Grantor Land - Legal Description

**DESCRIPTION OF A 20.47 ACRE TRACT
CRP Tract 1**

Description of a 20.47 acre tract of land situated in Section 15, T 7 S – R 8 W, Jefferson County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the West One Quarter Corner of Section 15, T 7 S – R 8 W, Jefferson County, Arkansas run North 00°58'41" West along the west line of Section 15 for 1328.04 feet to a rebar at the northwest corner of the Southwest One Quarter of the Northwest One Quarter; thence run North 89°43'29" East for 671.73 feet to an iron pipe; thence run South 00°53'47" East for 1330.86 feet to an iron pipe in the south line of said Southwest One Quarter of the Northwest One Quarter; thence run South 89°58'04" West along said south line for 669.88 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Southwest One Quarter of the Northwest One Quarter of Section 15, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 20.47 acres and is subject to all existing easements.

**DESCRIPTION OF A 149.78 ACRE TRACT
CRP Tract 2**

Description of a 149.78 acre tract of land situated in Sections 20 & 21, T 7 S – R 8 W, Jefferson County, Arkansas, further described as follows;

BEGINNING at the East One Quarter Corner of Section 20, T 7 S – R 8 W, Jefferson County, Arkansas run North 00°13'33" West along the east line of said Section 20 for 1308.12 feet to an iron pipe at the southeast corner of the North One Half of the Northeast One Quarter of said Section 20; thence run South 89°59'07" West along the south line of said North One Half of the Northeast One Quarter for 2652.67 feet to a point and the southwest corner thereof; thence run South 00°13'20" West along the east line of the East One Half of the Northwest One Quarter for 1304.19 feet to an iron pipe; thence run North 89°55'49" West along the south line of said East One Half of the Northwest One Quarter for 1340.47 feet to an iron pipe; thence run North 00°38'45" East along the west line of said East One Half of the Northwest One Quarter for 2089.85 feet to a point marked as point "F" on plat of survey M-2149 by Messinger & Associates dated July 27, 2017; thence run South 82°31'46" East for 387.98 feet to an iron pipe; thence run South 83°35'17" East

EXHIBIT A

for 187.34 feet to an iron pipe; thence run North 66°48'37" East for 335.63 feet to an iron pipe; thence run North 70°55'43" East for 254.74 feet to an iron pipe; thence run North 56°12'46" East for 244.26 feet to an iron pipe; thence run North 70°09'43" East for 383.72 feet to an iron pipe; thence run South 83°53'58" East for 129.59 feet to an iron pipe; thence run South 59°01'51" East for 301.53 feet to an iron pipe; thence run South 47°10'36" East for 297.07 feet to an iron pipe; thence run South 42°17'41" East for 316.74 feet to an iron pipe; thence run South 56°11'47" East for 326.69 feet to an iron pipe; thence run South 61°41'54" East for 619.64 feet to an iron pipe; thence run North 48°38'44" East for 239.30 feet to a point; thence run North 70°02'17" East for 39.10 feet to a point marked as point "E" on said plat of survey; thence run South 67°23'11" East for 395.54 feet to a point; thence run South 69°42'13" East for 1824.20 feet to a point; thence run South 52°49'22" East for 83.37 feet to a point; thence run South 38°32'49" East for 949.10 feet to a point in the south line of the Northwest One Quarter of Section 21; thence run South 89°33'05" West along said south line for 2290.13 feet to a point and The Point Of Beginning.

The above described tract of land situated in the North One Half of Section 20 and the Northwest One Quarter of Section 21, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 149.78 acres and is subject to a fifteen foot drainage easement along a portion of the north line and all existing easements.

DESCRIPTION OF A 81.42 ACRE TRACT CRP Tract 3

Description of a 81.42 acre tract of land situated in Section 21, T 7 S – R 8 W, Jefferson County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the East One Quarter Corner of Section 21, T 7 S – R 8 W, Jefferson County Arkansas thence run South 00°06'59" East along the east line of the North One Half of the Southeast One Quarter of said Section 21 for 1323.36 feet to an iron pipe; thence run South 89°43'01" West along the south line of said North One Half of the Southeast One Quarter for 2639.07 feet to a point; thence run North 00°10'19" West along the west line of said North One Half of the Southeast One Quarter for 1315.73 feet to an iron pipe at the Northwest corner of said North One Half of the Southeast One Quarter; thence run North 89°33'05" East along the north line of said North One Half of the Southeast One Quarter for 2383.22 feet to an iron pipe; thence run North 29°48'17" East for 213.49 feet to a point; thence run North 23°37'13" East for 374.18 feet to an iron pipe in the east line of Section 21; thence run South 00°07'19" East along said east line for 526.07 feet to an iron pipe and The Point Of Beginning.

EXHIBIT A

The above described tract of land situated in the East One Half of Section 21, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 81.42 acres and is subject to a fifteen foot drainage easement along a portion of the north line all existing easements.

**DESCRIPTION OF A 86.53 ACRE TRACT
CRP Tract 4**

Description of a 86.53 acre tract of land situated in Sections 27 & 34, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at an axle at the corner common to Sections 27, 28, 33 & 34, T 7 S – R 8 W, Lincoln County, Arkansas thence run South 89°34'19" East along the north line of said Section 34 for 1325.73 feet to a point at the southwest corner of the Southeast One Quarter of the Southwest One Quarter of Section 27; thence run North 00°12'50" West along the west line of said Southeast One Quarter of the Southwest One Quarter for 1249.36 feet to an iron pipe; thence run South 87°43'03" East for 387.30 feet to an iron pipe; thence run North 62°49'20" East for 438.37 feet to an iron pipe; thence run North 54°07'40" East for 223.46 feet to an iron pipe; thence run North 42°50'47" East for 251.75 feet to an iron pipe; thence run North 33°44'27" East for 347.35 feet to an iron pipe in the east line of the Northeast One Quarter of the Southwest One Quarter marked as point "C" on plat of survey M-2149 by Messinger & Associates dated July 27, 2017; thence run South 00°13'45" East along said east line for 726.96 feet to an iron pipe at the southeast corner of said Northeast One Quarter of the Southwest One Quarter; thence run South 89°38'02" East along the north line of the South One Half of the Southeast One Quarter for 1065.21 feet to an iron pipe; thence run South 10°41'04" West for 139.81 feet to an iron pipe; thence run South 19°30'47" West for 303.79 feet to an iron pipe; thence run South 20°50'10" West for 679.17 feet to an iron pipe; thence run South 23°42'13" West for 284.49 feet to an iron pipe in the south line of Section 27; thence run North 89°34'19" West along said south line for 1399.24 feet to an iron pipe; thence run South 66°19'17" West for 1405.58 feet to an iron pipe; thence run South 73°02'15" West for 561.16 feet to an iron pipe in the west line of Section 34; thence run North 00°22'06" West along said west line for 741.89 feet to an axle and The Point Of Beginning.

The above described tract of land situated in the South One Half of Section 27 & the Northwest One Quarter of Section 34, T 7 S – R 8 W Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 86.53 acres and is subject to a fifteen foot drainage easement along a portion of the south line and all existing easements.

EXHIBIT A

DESCRIPTION OF A 116 ACRE TRACT
CRP Tract 5

Description of a 116 acre tract of land situated in Sections 32 & 33, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the East One Quarter Corner of Section 32, T 7 S – R 8 W, Lincoln County, Arkansas thence run South 89°24'58" West along the south line of the Northeast One Quarter for 1987.84 feet to an iron pipe at the southwest corner of the East One Half of the Southwest One Quarter of the Northeast One Quarter; thence run North 00°13'11" West along the west line of said East One Half of the Southwest One Quarter of the Northeast One Quarter for 1323.03 feet to an iron pipe at the northwest corner thereof; thence run South 89°04'24" West along the south line of the Northwest One Quarter of the Northeast One Quarter for 662.86 feet to an iron pipe at the southwest corner thereof; thence run North 00°13'44" West along the west line of said Northwest One Quarter of the Northeast One Quarter approximately 1034 feet to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in a southeasterly direction along said water's edge approximately 1515 feet to a point; thence run South 15°27'05" East approximately 609 feet to a point in the centerline of Addison Road; thence run North 76°52'49" West along said centerline for 161.06 feet to an iron pipe marked as point "B" on plat of survey M-2149 by Messinger & Associates date July 27, 2017; thence run South 18°25'41" East for 423.99 feet to a point; thence run South 34°50'55" East for 109.77 feet to a point; thence run South 57°24'04" East for 216.87 feet to a point; thence run South 49°07'07" East for 343.41 feet to a point; thence run South 57°40'55" East for 196.79 feet to a point; thence run South 66°30'36" East for 232.02 feet to a point; thence run South 74°22'55" East for 324.85 feet to a point; thence run South 78°35'35" East for 581.71 feet to a point; thence run South 65°25'08" East for 218.15 feet to a point; thence run South 52°40'55" East for 228.60 feet to a point; thence run South 88°23'53" East for 314.38 feet to a point; thence run South 50°52'39" East for 41.74 feet to a point; thence run South 81°17'21" East for 118.27 feet to a point; thence run South 82°45'56" East for 847.80 feet to a point; thence run South 11°34'55" West for 82.00 feet to a point; thence run South 06°23'57" West for 294.39 feet to a point; thence run South 02°19'57" East for 668.24 feet to a point; thence run South 23°53'36" West for 232.97 feet to an iron pipe in the south line of the Northeast One Quarter of the Southwest One Quarter of Section 33 marked as point "A" on said plat of survey; thence run South 89°35'16" West along said south line for 947.80 feet to a rebar at the southwest corner of said Northeast One Quarter of the Southwest One Quarter; thence run North 00°20'24" West along the west line of said Northeast One Quarter of the Southwest One Quarter for 1334.62 feet to a rebar at the northwest corner thereof; thence run South 89°36'03" West along the south line of the Northwest One Quarter for 1327.16 feet to an iron pipe and The Point Of Beginning.

EXHIBIT A

The above described tract of land situated in the Northeast One Quarter of Section 32 & the West One Half of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 116 acres and is subject to a fifteen foot drainage easement along a portion of the north line and all existing easements.

**DESCRIPTION OF A 1 ACRE TRACT
CRP Tract 6**

Description of a 1 acre tract of land situated in Section 21, T 7 S – R 8 W, Jefferson County, Arkansas, further described as follows;

FROM the corner common to Sections 15, 16, 21 & 22, T 7 S – R 8 W, Jefferson County, Arkansas run South 00°07'19" East along the east line of Section 21 for 577.96 feet to a railroad spike; thence run South 86°27'51" West for 291.50 feet to an iron pipe; thence run North 69°10'09" West for 187.34 feet to an iron pipe and **THE POINT OF BEGINNING**; thence run South 84°09'50" West for 152.65 feet to an iron pipe; thence run North 14°42'25" West approximately 291 to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in a northeasterly direction along said water's edge approximately 208 feet to a point; thence run South 03°32'09" East approximately 287 feet to and iron pipe and **The Point Of Beginning**.

The above described tract of land situated in the Northeast One Quarter of the Northeast One Quarter of Section 21, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 1 acres and is subject to all existing easements.

EXHIBIT A

Exhibit B

Grantee Land - Legal Description

**DESCRIPTION OF A 440 ACRE TRACT
Tract 1**

Description of a 440 acre tract of land situated in Sections 15, 16, 21 & 22, T 7 S – R 8 W Jefferson County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the West One Quarter Corner of Section 15, T 7 S – R 8 W, Jefferson County, Arkansas; thence run North 89°58'04" East along the north line the Southwest One Quarter for 2679.50 feet to a point at the northeast corner thereof; thence run South 00°39'13" East approximately 2069 feet to a point in the water's edge of the left bank of Bayou Bartholomew; thence run in a westerly direction along said water's edge approximately 9107 feet to a point in the west line of Section 16; thence run North 01°02'02" West along said west line approximately 479 feet to an iron pipe at the northwest corner of the South One Half of said Section 16; thence run South 89°56'57" East along the north line of said South One Half for 5288.96 feet to an iron pipe at the northeast corner thereof and The Point Of Beginning.

The above described tract of land situated in Sections 15, 16, 21 & 22, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 440 acres and is subject to all existing easements.

**DESCRIPTION OF A 977 ACRE TRACT
Tract 2**

Description of a 977 acre tract of land situated in Sections 16, 17, 18, 20 & 21, T 7 S – R 8 W Jefferson County, Arkansas, further described as follows;

FROM an iron pipe at the East One Quarter Corner of Section 21, T 7 S – R 8 W, Jefferson County, Arkansas run South 89°33'05" West along the south line of the North One Half of said Section 21 for 257.17 feet to an iron pipe and THE POINT OF BEGINNING; thence continue South 89°33'05" West for 2733.33 feet to a point in the centerline of a ditch; thence run North 38°32'49" West along said centerline for 949.10 feet to a point; thence run North 52°49'22" West along said centerline for 83.37 feet to a point; thence run North 69°42'13" West along said centerline for 1824.20 feet to a point; thence run North 67°23'11" West along said centerline for 395.54 feet to a point marked as point "E" on the plat of survey M-2149 by Messinger & Associates dated July 27, 2017;

EXHIBIT B

thence run the following courses and distances; South 70°02'17" West for 39.10 feet; South 48°38'44" West for 239.30 feet; North 61°41'54" West for 619.64 feet; North 56°11'47" West for 326.69 feet; North 42°17'41" West for 316.74 feet; North 47°10'36" West for 297.07 feet; North 59°01'51" West for 301.53 feet; North 83°53'58" West for 129.59 feet; South 70°09'43" West for 383.72 feet; South 56°12'46" West for 244.26 feet; South 70°55'43" West for 254.74 feet; South 66°48'37" West for 335.63 feet; North 83°35'17" West for 187.34 feet; thence run North 82°31'46" West for 387.98 feet to an iron pipe in the west line of the East One Half of the Northwest One Quarter of Section 20 marked as point "F" on said plat of survey; thence run North 00°38'45" East along said west line for 514.74 feet to an I bolt in the north line of said Section 20; thence run South 89°54'00" West along the south line of Section 17 approximately 691 feet to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in a northwesterly then easterly direction along said water's edge approximately 19,261 feet to a point; thence run South 14°42'25" East approximately 291 feet to an iron pipe; thence run North 84°09'50" East for 152.65 feet to an iron pipe; thence run South 69°10'09" East for 187.34 feet to an iron pipe; thence run North 86°27'51" East for 291.50 feet to a railroad spike in the east line of Section 21; thence run South 00°07'19" East along said east line for 1532.53 feet to a point; thence run South 23°37'13" West for 374.18 feet to a point; thence run South 29°48'17" West for 213.49 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in Sections 16, 17, 18, 20 & 21, T 7 S – R 8 W Jefferson County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 977 acres and is subject to all existing easements.

DESCRIPTION OF A 181 ACRE TRACT Tract 3

Description of a 181 acre tract of land situated in Sections 27 & 28, T 7 S – R 8 W Lincoln County, Arkansas, further described as follows;

BEGINNING at a rebar at the northwest corner of Section 27, T 7 S – R 8 W Lincoln County, Arkansas run South 89°58'49" East approximately 1072 feet to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in a southwesterly direction along said water's edge approximately 5,160 feet to a point in the west line of the East One Half of Section 28; thence run North 00°00'58" West along said west line approximately 2,745 feet to a rebar at the North One Quarter Corner of said Section 28; thence run North 89°52'57" East along the north line of said Section 28 for 2637.78 feet a rebar at the northeast corner thereof and The Point Of Beginning.

EXHIBIT B

The above described tract of land situated in Sections 27 & 28, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 181 acres and is subject to all existing easements.

DESCRIPTION OF A 232 ACRE TRACT
Tract 4

Description of a 232 acre tract of land situated in Sections 27 & 28, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at a rebar at the North One Quarter Corner of Section 27, T 7 S – R 8 W, Lincoln County Arkansas run South 00°13'45" East along the east line of the West One Half of said Section 27 for 3229.98 feet to an iron pipe marked as point "C" on the plat of survey M-2149 by Messinger & Associates dated July 27, 2017; thence run South 33°44'27" West for 347.35 feet to an iron pipe; thence run South 42°50'47" West for 251.75 feet an iron pipe; thence run South 54°07'40" West for 223.46 feet an iron pipe; thence run South 62°49'20" West for 438.37 feet an iron pipe; thence run North 87°43'03" West for 387.30 feet an iron pipe in the west line of the Southeast One Quarter of the Southwest One Quarter marked as point "D" on said plat of survey; thence run North 00°12'50" West along said west line for 70.67 feet to an iron pipe at the northwest corner of said Southeast One Quarter of the Southwest One Quarter; thence run North 89°38'02" West along the south line of the Northwest One Quarter of the Southwest One Quarter for 1325.37 feet to rebar at the southwest corner thereof; thence run South 89°41'35" West along the south line of the Northeast One Quarter of the Southeast One Quarter of Section 28 for 871.02 feet to a rebar; thence run North 00°03'13" West approximately 1546 feet to a point in the water's edge of the left bank of Bayou Bartholomew; thence run in a northeasterly direction along said water's edge approximately 3,460 feet to a point in the north line of Section 27; thence run South 89°58'49" East along said north line approximately 1476 feet to a rebar and The Point Of Beginning.

The above described tract of land situated in Sections 27 & 28, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 232 acres and is subject to all existing easements.

EXHIBIT B

DESCRIPTION OF A 275 ACRE TRACT

Tract 5

Description of a 275 acre tract of land situated in Sections 27 & 34, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

FROM an axle at the corner common to Sections 27, 28, 33 & 34, T 7 S – R 8 W, Lincoln County Arkansas run South 00°22'06" East along the west line of Section 34 for 741.89 feet to an iron pipe and THE POINT OF BEGINNING; thence run North 73°02'15" East for 561.16 feet to an iron pipe; thence run North 66°19'17" East for 1405.58 feet to an iron pipe in the north line of said Section 34; thence run South 89°34'19" East along said north line for 1399.24 feet to an iron pipe; thence run North 23°42'13" East for 284.49 feet to an iron pipe; thence run North 20°50'10" East for 679.17 feet to an iron pipe; thence run North 19°30'47" East for 303.79 feet to an iron pipe; thence run North 10°41'04" East for 139.81 feet to an iron pipe in the north line of the South One Half of the Southeast One Quarter of Section 27; thence run South 89°38'02" East along said north line approximately 928 feet to a point in the water's edge of the left bank of Bayou Bartholomew; thence run in a southeasterly direction along said water's edge approximately 1,429 feet to a point in the South line of Section 27; thence run North 89°34'19" West along said south line approximately 1193 feet to a point at the northeast corner of the West One Half of the Northeast One Quarter of Section 34; thence run South 00°19'57" East along the east line of said West One Half of the Northeast One Quarter approximately 2378 feet to a point in the water's edge of the left bank of Bayou Bartholomew; thence run in a westerly direction along said water's edge approximately 4,133 feet to a point in the west line of said Section 34; thence run North 00°22'06" West along said west line approximately 1655 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in Sections 27 & 34, T 7 S – R 8 W, Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 275 acres and is subject to all existing easements.

DESCRIPTION OF A 375 ACRE TRACT

Tract 6

Description of a 375 acre tract of land situated in Sections 28, 32, 33 & 34, T 7 S – R 8 W, Lincoln County, Arkansas, further described as follows;

BEGINNING at an iron pipe at the southeast corner of the North One Half of the Southeast One Quarter of Section 33, T 7 S – R 8 W, Lincoln County, Arkansas thence run South 89° 34' 28" West along the south line of said North One Half of the Southeast One Quarter for 1316.32 feet to a rebar; thence run South 89° 35' 51" West along said

EXHIBIT B

south line for 1316.08 feet to a rebar at the southwest corner of said North One Half of the Southeast One Quarter; thence run South 89° 35' 16" West along the south line of the Northeast One Quarter of the Southwest One Quarter for 382.57 feet to an iron pipe marked "A" on the plat of survey M-2149 by Messinger & Associates dated July 27, 2017; thence run the following courses and distances; North 23° 53' 36" East for 232.97 feet; North 02° 19' 57" West for 668.24 feet; North 06° 23' 57" East for 294.39 feet; North 11° 34' 55" East for 82.00 feet; North 82° 45' 56" West for 847.80 feet; North 81° 17' 21" West for 118.27 feet; North 50° 52' 39" West for 41.74 feet; North 88° 23' 53" West for 314.38 feet; North 52° 40' 55" West for 228.60 feet; North 65° 25' 08" West for 218.15 feet; North 78° 35' 35" West for 581.71 feet; North 74° 22' 55" West for 324.85 feet; North 66° 30' 36" West for 232.02 feet; North 57° 40' 55" West for 196.79 feet; North 49° 07' 07" West for 343.41 feet; North 57° 24' 04" West for 216.87 feet; North 34° 50' 55" West for 109.77 feet; North 18° 25' 41" West for 423.99 feet to a point in the centerline of Addison Road and marked as point "B" on said plat of survey; thence run South 76° 52' 49" East along said centerline for 161.06 feet to a point; thence run North 15° 27' 05" West approximately 609 feet to a point in the water's edge of the right bank of Bayou Bartholomew; thence run in an easterly direction along said water's edge approximately 8296 feet to a point in the centerline of a ditch, thence run South 08° 34' 20" West along said centerline approximately 1150 feet to an iron pipe in the south line of the North One Half of the Southwest One Quarter of Section 34; thence run South 89° 57' 09" West along said south line for 626.84 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in Sections 28, 32, 33 & 34, T 7 S – R 8 W Lincoln County, Arkansas as shown on plat of survey, File Number 9211.1, Plat M-2149, as surveyed by Frank L. Messinger, Professional Land Surveyor, containing 375 acres and is subject to all existing easements.

TOGETHER WITH beneficial rights under that certain Easement Deed dated September 8, 2017, filed September __, 2017, and recorded in Jefferson County Record Book __, at page ____, executed by John J. Hall, an unmarried person, to Optimum Bayou, LLC, an Arkansas limited liability company.

EXHIBIT B