

DAVID SMITH FARMS, INC.

GENERAL WARRANTY DEED

TO

BOHLENDER SOUTH FARMS

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, DAVID SMITH FARMS, INC., an Arkansas Corporation, Grantor, does hereby sell, convey and warrant unto BOHLENDER SOUTH FARMS, a Texas General Partnership, Grantee, the following real property lying and being situate in DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

The West Half ( W 1/2) of the Southeast Quarter (SE 1/4) of Section Six (6); the Southwest Quarter (SW 1/4) of Section Seven (7); the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Seven (7); the Southeast Quarter (SE 1/4) of Section Seven (7); all of Section Eighteen (18) in DeSoto County less and except that part conveyed by Richard W. Hussey to Dr. John Cash King by deed dated June 16, 1982 and recorded in Book 159 at page 545; all of Section Nineteen (19) in DeSoto County, less and except that part conveyed by Richard W. Hussey to W.H. Hamrick by deed dated June 16, 1982 and recorded in Deed Book 159 at page 547 and also less and except that part conveyed by Richard W. Hussey to Dr. John Cash King by deed dated June 16, 1982 and recorded in Book 159 at page 545.

Grantor hereby conveys to Grantee all improvements located on said real property, including, without limitation, all irrigation systems and related equipment owned by Grantor, all water rights owned by Grantor, if any, grain bins, USDA-C FSA Crop Bases, buildings and other improvements thereon, together with one-half of all subsurface rights, including, without limitation, all mineral, gas, oil, and geo-thermal rights owned by the Grantor, if any, but excluding any gravel in, on, or under said property. Grantor does hereby retain and reserve unto itself an undivided one-half interest in all such subsurface rights owned by the Grantor, except any and all gravel.

Grantor and Grantee acknowledge and agree that the real property is being sold subject to a lease to M P Farms, as reflected in a written lease agreement and addendum, and the Grantor hereby conveys and assigns to the Grantee all of its right, title, and interest in said lease, and the Grantee, by its acceptance of this deed, assumes all obligations of the Grantor therein. Grantor and Grantee acknowledge and agree that the rental payments due under the lease shall be prorated as of the date of the closing, such that the Grantee shall pay to the Grantor at closing the amount of the prorated

rent that would then be due to the Grantor. Grantor and Grantee agree that the 2006 ad valorem real and personal property taxes and special assessments, if any, shall be prorated as of the date of delivery of this deed, and the Grantee, by its acceptance of this deed, assumes and agrees to pay all such ad valorem real and personal property taxes and special assessments, if any, for the year 2006.

Title to said property is subject to and less and except all oil, gas, and minerals reserved or conveyed by prior titleholders to said lands, all rights-of-way and easements involving said lands, various Orders of Determination of Surface Water Rights of record, rights of the United States of America by a Final Judgment recorded in Deed Book A-3, page 210, of the land records in the Chancery Clerk's Office of Tunica County, Mississippi, and any other rights, including, but not limited to, easements or deeds in favor of the United States of America which are recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, at Deed Book 74, page 274; Deed Book 70, page 75; and Book 71, page 471; and all easements and rights-of-way for gas transmission lines, drainage easements, and to the rights of the public to all roadways and the riparian rights of the United States, the State of Mississippi, and the public to waterways and streams.

WITNESS my signature for the corporation, this the 13th day of July, 2006.

DAVID SMITH FARMS, INC.

BY: [Signature]  
David Smith - President

STATE OF ARKANSAS

COUNTY OF Craighead

Personally appeared before me, the undersigned authority in and for the said County and State, the within named DAVID SMITH, who acknowledged before me that he is the President of DAVID SMITH FARMS, INC., an Arkansas corporation, and that he signed, executed, and delivered the above and foregoing General Warranty Deed on the day, in the year and for the consideration therein recited for and on behalf of said corporation, as the act and deed thereof, having been first duly authorized so to do.

GIVEN under my hand and official seal on this the 13th day of July, A.D., 2006.

Paula K. McGowan, Notary Public  
Craighead County, Arkansas  
My Commission Expires: 7/2012



Paula McGowan  
NOTARY PUBLIC

GRANTOR'S ADDRESS: c/o Mr. David Smith  
 2403 Ridgepointe Drive  
 Jonesboro, AR 72404  
 Telephone No. 870-886-2801

GRANTEE'S ADDRESS: c/o Mr. Rodney Bohlender  
 12050 Parker Road  
 Dalhart, TX 79022  
 Telephone No. 806-377-6139

THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO:

ROBERT LAWSON HOLLADAY  
 TOWNSEND, McWILLIAMS & HOLLADAY, LLP  
 P.O. BOX 288  
 DREW, MS 38737  
 662-745-8517

INDEXING INSTRUCTION:

DeSoto County, Mississippi

Section 6, Township 4, Range 9 West: W 1/2 of SE 1/4

Section 7, Township 4, Range 9 West: SW 1/4; W 1/2 of NE 1/4; SE 1/4

Section 18, Township 4, Range 9 West: All, less parts. *All Quarters*

Section 19, Township 4, Range 9 West: All, less parts. *All Quarters*

