

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, MN 55401

Issued By: Clark Title Company
104 S. Lincoln St., Suite 108
Aberdeen, SD 57401

NOTE: THIS REPLACES PREVIOUS COMMITMENT DATED MARCH 22, 2010.

Schedule A

File Number: **57368-CL**

1. Effective Date: **July 7, 2010 at 05:00 PM.**

2. Policy (or Policies) to be issued: Amount

a. ALTA Owners Policy 6/17/06: **\$NOT SUBMITTED**

Proposed Insured:

b. ALTA Loan Policy 6/17/06: **\$30,000,000.00**

Proposed Insured: **Epoch Star Limited**

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

Northern Beef Packers Limited Partnership

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

PARCEL I: NBP Lagoon Lot 1 in the Southwest Quarter of Section 7, Township 122 North, Range 63 West of the 5th P.M., according to the plat thereof of record, Brown County, South Dakota

PARCEL II: Blocks 1, 2, 3, 4, 5, and Lots 1, 2, and 3, Block 6, H & S First Subdivision in the North Half of Section 36, Township 123 North, Range 64 West of the 5th P.M., according to the plat thereof of record, Brown County, South Dakota

Together with the rights under the Utility Easements recorded in Book 133 MR, Page 361; Book 133 MR, Page 363; and Book 133 MR, Page 364.

Property Address: Not Available

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Schedule B-I

File Number: 57368-CL

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- d. Pay or take subject to Real Estate Taxes as referenced in Schedule B-II.
- e. INTENTIONALLY DELETED
- f. INTENTIONALLY DELETED
- g. INTENTIONALLY DELETED
- h. INTENTIONALLY DELETED
- i. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 473 (#1816).
- j. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 474 (#1818).
- k. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 476 (#1822).
- l. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 476 (#1823).
- m. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 477 (#1824).
- n. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 479 (#1827).
- o. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 479 (#1828).
- p. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 481 (#1832).
- q. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 482 (#1833).
- r. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 484 (#1836).

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- s. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 484 (#1837).
- t. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 487 (#1842).
- u. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 488 (#1844).
- v. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 488 (#1845).
- w. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 492 (#1853).
- x. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 494 (#1856).
- y. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 495 (#1858).
- z. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 495 (#1859).
- aa. INTENTIONALLY DELETED
- bb. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 496 (#1861).
- cc. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 497 (#1862).
- dd. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 497 (#1863).
- ee. Procure and record a Satisfaction of Mechanic's Lien or Subordination Agreement as to Book 3 ML, Page 498 (#1864).
- ff. Procure and record a Release of Lis Pendens as to Book 9 LP, Page 414.
- gg. INTENTIONALLY DELETED
- hh. INTENTIONALLY DELETED
- ii. INTENTIONALLY DELETED
- jj. INTENTIONALLY DELETED
- kk. Subject to further requirements by Old Republic National Title Insurance Company. NOTE: Our company has submitted this Commitment for approval.

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ll. Our company will need to review the following documents:

a. Itemized sworn construction statement showing names and bid amounts of contractor and all subcontractors;

b. INTENTIONALLY DELETED

c. Lien waivers for disbursements already made (we will need lien waivers from all subcontractors, not just an overall lien waiver from the general contractor).

If mechanic's lien coverage can be provided, Clark Title Company would need to disburse the remainder of the loan proceeds pursuant to a construction disbursing agreement executed by the lender and borrower.

mm. INTENTIONALLY DELETED

nn. Complete the Borrowers Affidavits at time of closing.

oo. INTENTIONALLY DELETED

pp. INTENTIONALLY DELETED

qq. Our company requires a Dismissal of Court Action With Prejudice of Case #Civ. No. 08-990 to be filed at the Clerk of Courts Office.

rr. Pay and file a Release of South Dakota Tax Lien #1969 listed as Exception Number 61.

ss. Pay and file a Release of South Dakota Tax Lien #1993 listed as Exception Number 62.

tt. Our company requires a letter from the Brown County Zoning and Planning Director verifying that said premises have met proper zoning requirements in regard to zoning classification; permitted uses; area, width or depth of the land as a building site; floor space area of said structure; setback of the structure from the property lines of the land; height of the structure; or number of parking spaces.

uu. Our company will require the proposed Corrective and Confirmatory Collateral Real Estate Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be recorded at the Brown County Register of Deeds.

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Schedule B-II

File Number: 57368-CL

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Delinquent Real Estate Taxes, 2009 Sale 61, plus interest and penalty. NOTE: Please contact the County Treasurer for a tax statement. Parcel ID#203612364NE1002000000. (Bk 2 H&S 1st Add N2 36-123-64 of Parcel II)
2. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$398.55 are paid in full. Parcel ID#230712263SW0020. (Lt 1 NBP Lagoon SW 7-122-63 - Parcel I)
3. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$827.09 are paid in full. Parcel ID#203612364NE1001000000. (Bk 1 H&S 1st Add N2 36-123-64 of Parcel II)
4. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$508,754.79, plus interest and penalty on first installment. Parcel ID#203612364NE1002000000. (Bk 2 H&S 1st Add N2 36-123-64 of Parcel II)
5. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$664.23 are paid in full. Parcel ID#203612364NE1003000000. (Bk 3 H&S 1st Add N2 36-123-64 of Parcel II)
6. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$324.05 are paid in full. Parcel ID#203612364NE1004000000. (Bk 4 H&S 1st Add N2 36-123-64 of Parcel II)
7. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$331.10 are paid in full. Parcel ID#203612364NE1005000000. (Bk 5 H&S 1st Add N2 36-123-64 of Parcel II)
8. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$185.75 are paid in full. Parcel ID#203612364NE1006000100. (Lt 1 Bk 6 H&S 1st Add Nw 36-123-64 of Parcel II)
9. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$429.03 are paid in full. Parcel ID#203612364NE1006000200. (Lt 2 Bk 6 H&S 1st Add N2 36-123-64 of Parcel II)
10. Real Estate Taxes for the year 2009, payable in 2010, in the amount of \$415.81 are paid in full. Parcel ID#203612364NE1006000300. (Lt 3 Bk 6 H&S 1st Add N2 36-123-64 of Parcel II)
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. MECHANIC'S LIEN STATEMENT, dated March 26, 2008, wherein Scott Olson Digging, Inc. vs. Northern Beef Packers Limited Partnership AND H & S Land & Livestock, LLC to claim and hold a lien in the amount of \$2,114,975.49 as of November 29, 2007, plus accruing interest; covering Block 2 of H & S 1st Subdivision in the N1/2 of 36-123-64 and Blocks 3, 4 and 5 of H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record March 27, 2008 at 3:57 P.M. in Book 3ML, Page 470 records of said county. #1812 (Parcel II) NOTE: OUR COMPANY HAS BEEN INFORMED THAT THIS ITEM WILL REMAIN ON THE POLICY.

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14. NOTICE OF LIS PENDENS, dated May 22, 2008, wherein Northern Beef Packers Limited Partnership and H & S Land and Livestock, LLC, Plaintiffs vs. Scott Olson Digging, Inc. and Scott Olson, Defendants, and Scott Olson Digging, Inc., Third Party Plaintiff, vs. Northern Beef Packers, Inc. and Dennis Hellwig, Defendants; filed for record May 27, 2008 at 12:54 P.M. in Book 9 LP, Page 414 records of said county as follows: "Notice is hereby given that this action has been brought in part to secure the foreclosure of a Mechanic's Lien theretofore filed by Scott Olson Digging, Inc. The Mechanic's Lien, dated March 26, 2008, was recorded in the office of the Brown County Register of Deeds on March 27, 2008, at 3:57 o'clock p.m. in Book 3 M.L. Page 470...covering Block 2 of H & S 1st Subdivision in the N1/2 of 36-123-64 and Blocks 3, 4 and 5 of H & S 1st Subdivision in the N1/2 of 36-123-64..." (Parcel II)
15. MECHANIC'S LIEN STATEMENT, dated Oct. 27, 2008, wherein Industrial Builders, Inc., Claimant vs. Northern Beef Packers, LLC and Northern Beef Packers Limited Partnership and H & S Land & Livestock, LLC; filed for record Oct. 29, 2008 at 12:08 P.M. in Book 3 ML, Page 473 records of said county as follows: "...that Claimant intends to claim and hold a lien as follows: 1. The amount of claimant's lien is: \$920,915.53 exclusive of interest and attorney's fees as allowed by law, such amount being due and owing to claimant for labor performed, or for skill, services, material or machinery furnished for the following improvement...covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64; and Block 3, 4 and 5, H & S 1st Subdivision in the N1/2 of 36-123-64..." #1816 (Parcel II)
16. MECHANIC'S LIEN STATEMENT, dated Oct. 28, 2008, wherein MNDAK Concrete Inc., dba Concrete, Inc., a North Dakota Corporation vs. Northern Beef Packers, LLC, Northern Beef Packers Limited Partnership, and H & S Land & Livestock, LLC; covering Block 2 H & S 1st Subdivision in the N1/2 of 36-123-64 and Blocks 3, 4 and 5, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Oct. 31, 2008 at 2:23 P.M. in Book 3 ML, Page 474 records of said county as follows: "NOTICE IS HEREBY GIVEN that MNDAK Concrete Inc., dba Concrete, Inc., a North Dakota Corporation, intends to claim and hold a lien in the amount of \$592,767.00 with interest thereon at the highest lawful rate from October 25, 2008, for labor performed, and for services, skills, materials, machinery furnished set forth on the detailed list attached hereto as Exhibit A, for the improvement of property located in Aberdeen..." #1818 (Parcel II)
17. MECHANIC'S LIEN, dated Jan. 15, 2009, wherein Arctic Industries, Inc. vs. Northern Beef Packers Limited Partnership and Northern Beef Processors Management, LLC; covering Block 2, H&S 1st Addition in the N1/2 of 36-123-64; filed for record Jan. 26, 2009 at 1:10 P.M. in Book 3 ML, Page 476 records of said county as follows: "Notice is hereby given that the undersigned, Arctic Industries, Inc. intends to and is filing a mechanic's lien for \$658,354.28 including interest at the statutory rate as of January 7, 2009 from the date of each unpaid invoice as attached..." #1822 (Parcel II)
18. STATEMENT OF CLAIM FOR MECHANICS, MINER'S LABORER'S, OR MATERIALMAN'S LIEN ON REAL PROPERTY, dated Jan. 23, 2009, wherein Fargo Tank & Steel Co. vs. H & S Land & Livestock, LLC; covering Lot 2, South Side Industrial Park SD, in the N1/2 and SE1/4 of 36-123-64 now known as: block 2 of H&S 1st Subdivision; filed for record Jan. 29, 2009 at 3:09 P.M. in Book 3 ML, Page 476 records of said county as follows: "Notice is hereby given that Fargo Tank & Steel Co., intends to claim and hold a lien in the amount of \$149,975.08 (\$147,758.70 principal plus \$2,216.385 interest), with interest thereon from the 21st day of January, 2009, at the rate of 18% per annum. That such amount is due and owing to the claimant for material furnished for the following improvement for which the same was done or supplied, to-wit: Construction of a beef processing plant..." #1823 (Parcel II)

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19. **MECHANIC'S LIEN**, dated Feb. 3, 2009, wherein McNeil Refrigeration, Inc. vs. Northern Beef Packers Limited Partnership and Northern Beef Processors Management, LLC; covering Block 2, H&S 1st Addition in the N1/2 of 36-123-64; filed for record Feb. 9, 2009 at 1:43 P.M. in Book 3 ML, Page 477 records of said county as follows: "Notice is hereby given that the undersigned, McNeil Refrigeration, Inc. intends to and is filing a mechanic's lien for \$1,745,220.72 plus interest thereon..." #1824 (Parcel II)
20. **STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S OR MATERIALMAN'S LIEN ON REAL PROPERTY**, dated Feb. 17, 2009, wherein Red Wilk Construction, Inc. vs. Northern Beef Packers, LLC; covering All of Blocks 1, 2, 3, 4, 5, and all of Lots 1, 2, 3, in Block 6, all of Jay Street, all in H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Feb. 17, 2009 at 12:09 P.M. in Book 3 ML, Page 479 records of said county as follows: "Notice is hereby given that Red Wilk Construction, Inc., intends to claim and hold a lien in the amount of \$834,112.88, with interest thereon..." #1827 (Parcel II)
21. **MECHANIC'S LIEN STATEMENT**, dated Feb. 20, 2009, wherein Jensen Rock & Sand, Inc. vs. Northern Beef Packers Limited Partnership; covering Block 2, H&S 1st Subdivision in the N1/2 of 36-123-64; filed for record Feb. 20, 2009 at 3:37 P.M. in Book 3 ML, Page 479 records of said county as follows: "NOTICE IS HEREBY GIVEN, that Jensen Rock & Sand, Inc. intends to claim and hold a lien in the amount of \$660,149.47; that such amount is due and owing to the Claimant..." #1828 (Parcel II)
22. **LIEN STATEMENT BY LIEN CLAIMANT**, dated Mar. 6, 2009, wherein Pugleasa Company, Inc. vs. Northern Beef Packers; covering Block 2 of H&S 1st Addition in the N1/2 of 36-123-64 and Blocks 3, 4 and 5 of H&S 1st Addition in the N1/2 of 36-123-64; filed for record Mar. 13, 2009 at 11:54 A.M. in Book 3 ML, Page 481 records of said county as follows: "Notice if hereby given that Pugleasa Company, Inc. intends to claim and hold a lien in the amount of \$172,139.61..." #1832 (Parcel II)
23. **MECHANIC'S LIEN STATEMENT**, dated Feb. 23, 2009, wherein Hanlon Bros., a South Dakota general partnership vs. Northern Beef Packers, Inc.; covering Block 2 of H & S 1st Subdivision in the N1/2 of 36-123-64 and Blocks 3, 4 and 5 of H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Apr. 2, 2009 at 2:28 P.M. in Book 3 ML, Page 482 records of said county as follows: "Notice is hereby given of the intention Hanlon Bros., a South Dakota general partnership to claim and hold a lien for te amount of \$36,648.35..." #1833 (Parcel II)
24. **STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERIALMAN'S LIEN ON REAL PROPERTY**, dated Apr. 16, 2009, wherein Muth Electric, Inc. vs. Northern Beef Packers; covering Block 2 H&S 1st Subdivision in the N1/2 of 36-123-64; filed for record Apr. 17, 2009 at 10:55 A.M. in Book 3 ML, Page 484 records of said county as follows: "NOTICE IS HEREBY GIVEN that lien claimant intends to hold a lien in the amount of \$526.11, together with interest..." #1836 (Parcel II)
25. **STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY**, dated Apr. 15, 2009, wherein Structural Engineers, PC vs. Northern Beef Packers Limited Partnership and Northern Beef Processors Management, LLC; covering Block 2 H&S 1st Addition in the N1/2 of 36-123-64; filed for record Apr. 16, 2009 at 2:30 P.M. in Book 3 ML, Page 484 records of said county as follows: "Notice is hereby given that the undersigned, Structural Engineers, PC intends to and is filing a mechanic's lien for \$97,462.60 plus interest..." #1837 (Parcel II)
26. **MATERIALMAN'S LIEN**, dated May 7, 2009, wherein ProBuild vs. Northern Beef Packers; covering Block 2, H&S 1st Addition N1/2 of 36-123-64; filed for record May 8, 2009 at 3:38 P.M. in Book 3 ML, Page 487 records of said county as follows: "NOTICE is hereby given that ProBuild, intends to claim and hold a lien in the principal amount of \$1,807.09 with interest..." #1842 (Parcel II)

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27. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated May 18, 2009, wherein Behlen Manufacturing Company vs. Northern Beef Packers Limited Partnership; covering Block 2 H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record May 22, 2009 at 4:12 P.M. in Book 3 ML, Page 488 records of said county as follows: "Notice is hereby given that Behlen Manufacturing Company, intends to claim and hold a lien in the amount of \$450,067.10, with interest..." #1844 (Parcel II)
28. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated June 3, 2009, wherein Weismantel Rent-All Company vs. Northern Beef Packers Limited Partnership; covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record June 3, 2009 at 10:15 A.M. in Book 3 ML, Page 488 records of said county as follows: "Notice is hereby given that Weismantel Rent-All Company, intends to claim and hold a lien in the amount of \$16,875.24, with interest..." #1845 (Parcel II)
29. STATEMENT OF CLAIM FOR MECHANIC'S LIEN, dated June 17, 2009, wherein Concrete Contractors, Inc., a South Dakota Corporation vs. Northern Beef Packers Limited Partnership; covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record June 19, 2009 at 11:21 A.M. in Book 3 ML, Page 492 records of said county as follows: "Notice is hereby given that Concrete Contractors, Inc., a South Dakota corporation, intends to claim and hold a lien in the amount of \$4,924,912.29, with interest..." #1853 (Parcel II)
30. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated July 20, 2009, wherein Muth Electric, Inc. vs. Northern Beef Packers; covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record July 28, 2009 at 10:40 A.M. in Book 3 ML, Page 494 records of said county as follows: "NOTICE IS HEREBY GIVEN that Muth Electric, Inc., intends to claim and hold a lien with interest...the amount due and owing to the claimant of \$355.25 for electrical service..." #1856 (Parcel II)
31. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated Sept. 1, 2009, wherein A-1 Sanitation & Recycling vs. Northern Beef Packers; covering Block 2 H & S 1st Addition N1/2 of 36-123-64; filed for record Sept. 4, 2009 at 9:29 A.M. in Book 3 ML, Page 495 records of said county as follows: "NOTICE IS HEREBY given that Steve Holm of A-1 Sanitation & Recycling intends to claim and hold a lien in the amount of \$1,361.75 with interest thereon..." #1858 (Parcel II)
32. MECHANIC'S LIEN STATEMENT, dated Sept. 15, 2009, wherein Eaton Electric vs. Northern Beef Packers Limited Partnership; covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Sept. 15, 2009 at 3:40 P.M. in Book 3 ML, Page 495 records of said county as follows: "NOTICE IS HEREBY GIVEN, that Rocky Eaton d/b/a Eaton Electric intends to claim and hold a lien in the amount of \$23,313.94..." #1859 (Parcel II)
33. INTENTIONALLY DELETED
34. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated Sept. 28, 2009, wherein Dakota Supply Group Inc. by and through its authorized agent, Perfekt, Inc., by its agent Andrea J. Eichmann vs. Northern Beef Packers; covering Block 2, H&S First Subdivision N1/2 of 36-123-64; filed for record Oct. 1, 2009 at 10:34 A.M. in Book 3 ML, Page 496 records of said county as follows: "Notice is hereby given that Dakota Supply Group Inc. by and through its agent, Perfekt, Inc. to claim and hold a lien in the amount of \$63,587.10 with interest..." #1861 (Parcel II)

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35. STATEMENT OF CLAIM FOR MECHANIC'S, MINER'S, LABORER'S, OR MATERAILMAN'S LIEN ON REAL PROPERTY, dated Sept. 28, 2009, wherein Pierce and Harris Engineering, Inc. vs. Northern Beef Packers, LLC; covering All of Blocks 1, 2, 3, 4, 5, and all of Lots 1, 2, 3, in Block 6; all in H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Oct. 2, 2009 at 11:43 A.M. in Book 3 ML, Page 497 records of said county as follows: "Notice is hereby given that Pierce and Harris Engineering, Inc., intends to claim and hold a lien in the amount of \$65,760.37, with interest..." # 1862 (Parcel II)
36. STATEMENT OF CLAIM FOR MECHANIC'S LIEN, dated Oct. 2, 2009, wherein Dean Rogers vs. Northern Beef Packers, LP; covering All of Blocks 1, 3,4 and Lot 1, 2, & 3 of Block 6, H & S 1st Subdivision in the N1/2 of 36-123-64 and Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64 and Block 5, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Oct. 2, 2009 at 3:52 P.M. in Book 3 ML, Page 497 records of said county as follows: "Notice is hereby given that Dean Rogers, intends to claim and hold a lien in the amount of \$37,500.00, with interest..." #1863 (Parcel II)
37. STATEMENT OF CLAIM FOR MECHANIC'S LIEN, dated Oct. 15, 2009, wherein Dakota Drafting & Design, LLC vs. Northern Beef Packers Limited Partnership and H & S Land and Livestock, LLC; covering Block 2, H & S 1st Subdivision in the N1/2 of 36-123-64 and Block 3, 4, and 5, H & S 1st Subdivision in the N1/2 of 36-123-64; filed for record Oct. 16, 2009 at 11:22 A.M. in Book 3 ML, Page 498 records of said county as follows: "Notice is hereby given that Dakota Drafting & Design, LLC, a South Dakota limited liability company, intends to claim and hold a lien in the amount of \$27,189.76, with interest..." #1864 (Parcel II)
38. RESERVATIONS as contained in that certain Patent, dated Aug. 1, 1883, executed by the United States to John W. Clancy; covering the SW1/4 of 7-122-63; filed for record on Sept. 8, 1888 at 1:00 P.M. in Book 23, Page 488 records of said county as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and to remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law." (Parcel I)
39. RESERVATIONS contained in that certain Patent, dated June 28, 1908, executed by State of South Dakota to E.F. Huntington; covering the NW1/4 of NE1/4 of 36-123-64; filed for record July 7, 1908 in Book 3:30 P.M. in Book 87, Page 225 records of said county as follows: "Subject to reservation of R of W for U.S. irrigation ditches, canals, etc. as provided by chapter 132 laws of 1905." (Parcel II)
40. RESERVATIONS contained in that certain State Patent, dated Jan. 26, 1955, executed by the State of South Dakota to H.I. King; covering the SW1/4 of the NE1/4 AND the NW1/4 AND the NW1/4 of the SE1/4 except Railway Right-of-way of 36-123-64; filed for record Mar. 28, 1956 at 1:05 P.M. in Book 129, Page 470 records of said county as follows: "Reserving however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc. as provided by SDC 61.0147, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances, as provided by SDC 15.0501 and SDC 55.0203, and in any law of the State of South Dakota reserving, any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts." (Parcel II)
41. EASEMENT to Northwestern Bell Telephone Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents; filed for record Oct. 26, 1966 at 1:00 P.M. in Book 46 MR, Page 334 records of said county as follows: "Hereby grants and conveys a right of way and easement...the W1/2 of the SW1/4 of 7-122-63..." (Refer to document of record for details.) (Parcel I)

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42. ORDER CHANGING THE BOUNDARIES OF THE WEST BROWN IRRIGATION DISTRICT BY THE INCLUSION OF LAND, dated May 22, 1972, executed by West Brown Irrigation District to the public; that the boundaries of the West Brown Irrigation District be so changed as to include therein the following described lands located in Brown County, South Dakota; filed for record May 30, 1972 at 11:00 A.M. in Book 62 MR, Page 174 records of said county. (Parcel I)
43. TERMS AND CONDITIONS of that certain Quit Claim Deed, dated May 25, 1976, executed by H.I. King, Attorney to Brown County, South Dakota, a Body Corporate, Aberdeen, SD; filed for record Feb. 22, 1977 at 8:00 A.M. in Book 227, Page 722 records of said county conveying the North 17 feet of land along the NW1/4 of 36-123-64, for highway purposes. Commencing at the Northeast Corner of the Northwest Quarter of 36-123-64, thence due west 1620 feet. Said strip of land being parallel and adjacent to the present public highway. The North 17 feet of land along the W1/2 of the NE1/4 of 36-123-64, for highway purposes. Said strip of land being parallel and adjacent to the present public highway. This conveyance is made on the condition that the strip of land conveyed shall be used for a public highway and for no other purpose. In the event that grantee, its successors, or assigns abandons the use of the strip of land for highway purposes, the ownership of the strip shall immediately revert to grantor, his heirs, or assigns who may immediately upon abandonment reenter and occupy the premises. (SHOWN FOR REFERENCE) (Parcel II)
44. ELECTRIC UTILITY EASEMENT to Northwestern Public Service Company, a Corporation, Huron, S.D. its successors and assigns; filed for record Mar. 28, 1980 at 2:02 P.M. in Book 84 MR, Page 773 records of said county as follows: "Do hereby grant, remise, convey and relinquish a utility easement...the South 12 feet of the North 62 feet of the NW1/4 of 36-123-64, less the railroad right of way and the N.W.P.S. Sub-station and the South 12 feet of the North 62 feet of the W1/2 of the NE1/4 of 36-123-64..." (Refer to document of record for details.) (Parcel II)
45. GAS UTILITY EASEMENT to Northwestern Public Service Company, a corporation, Huron, S.D.; filed for record Nov. 13, 1985 at 1:10 P.M. in Book 96 MR, Page 383 records of said county as follows: "Do hereby grant, remise, convey and relinquish a utility easement...AREA "A": The South 15 feet of the North 65 feet of that part of the N1/2 of the NW1/4 lying East of NWPS OUTLOT "B", AND AREA "B": The South 15 feet of the North 65 feet of the NW1/4 of the NE1/4 a part 36-123-64. (The purposes of the above described easement is for a buried natural gas pipe line along with all appurtenances thereto.)..." (Refer to document of record for details) (Parcel II)
46. RESTRICTIONS AND RESERVATIONS contained in that certain Warranty Deed, dated Jan. 2, 1992, executed by Dahme Construction Co., Inc. to Eugene P. Young and Alice L. Young; filed for record Jan. 13, 1992 at 2:18 P.M. in Book 256, Page 650 records of said county as shown by attached Exhibit. (Parcel II)
47. COVENANTS AND RESERVATIONS contained in that certain Warranty Deed as created and recorded in Book 284, Page 280 records of said county as shown on attached Exhibit. (Parcel II)
48. UTILITY EASEMENT, dated Jan. 29, 2008, executed by City of Aberdeen, a South Dakota Municipal Corporation to Northern Beef Packers, LLP, and to its successors and assigns; filed for record Jan. 29, 2008 at 3:25 P.M. in Book 133 MR, Page 361 records of said county as follows: "Does hereby grant unto Grantee an easement...a strip of land 20' wide, parallel to and abutting the western and southern boundaries of Lot 1, South Side Industrial Subdivision, located in the N1/2 and SE1/4 of 36-123-64..." (Refer to document of record for details) (Parcels I & II)

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49. UTILITY EASEMENT, dated Jan. 30, 2008, executed by Warner Township, a duly organized South Dakota Township to Northern Beef Packers Limited Partnership, a South Dakota Limited Partnership, its successors or assigns; filed for record Jan. 31, 2008 at 12:58 P.M. in Book 133 MR, Page 363 records of said county as follows: "Does hereby grant, remise, convey and relinquish a utility easement for the installation, operation and maintenance of sewer lines, and appurtenances thereto, over, under, upon and through Beginning at the NE corner of the NE1/4 of 1-122-64. A 12' wide strip of land parallel adjacent to and easterly of the westerly Right of Way line of the Township Road (also known as 388th Ave.) in the E1/2 of 1 and NE1/4 of Section 12, all in 122-64, then crossing to the east and ending at NW corner of the SE1/4 of 7-122-63..." (Refer to document of record for details.) (Parcels I & II)
50. INTENTIONALLY DELETED
51. Subject to the rights of others in and to the bed and waters of Foote Creek coming into, crossing and leaving the premises. (Parcel II)
52. INTENTIONALLY DELETED
53. Subject to Floodway Limits as shown on attached plat. (Parcel II)
54. Subject to that portion dedicated for highway as shown on plat of NBP Lagoon Lot 1 in the SW1/4 of 7-122-63. (Parcel I)
55. Rights or claims of parties in possession not shown by the public records. (Parcels I & II)
56. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (Parcels I & II)
57. Easements, or claims of easements, not shown by the public records. (Parcels I & II)
58. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (Parcels I & II)
59. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. (Parcels I & II)
60. Subject to any setback lines and utility easements that may exist. (Parcels I & II)
61. SOUTH DAKOTA TAX LIEN, dated Feb. 11, 2010, for Northern Beef Packers LLC dba Northern Beef Packers LLC; filed Feb. 12, 2010 at 1:02 P.M. in the amount of \$47,547.46 plus interest. (#1969) (Parcels I & II)
62. SOUTH DAKOTA TAX LIEN, dated Mar. 19, 2010, for Northern Beef Packers LP; filed Mar. 22, 2010 at 12:03 P.M. in the amount of \$18,190.17 plus interest. (#1993) (Parcels I & II)
63. The ALTA survey dated 3-16-2010 prepared by Francis E. Brink discloses a Utility Easement granted by Aberdeen Township to the Northern Beef Packers Limited Partnership dated January 28, 2008, recorded January 31, 2008 in Book 133 MR, Page 364. The easement lies between Parcel I and Parcel II but the Utility Easement document does not identify the parcels of land benefited by the easement. (Parcels I & II)
64. COLLATERAL REAL ESTATE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated Mar. 18, 2010, executed by Northern Beef Packers Limited Partnership, a South Dakota limited partnership, by National Beef Packers Management LLC, its General Partner, by Oshik Song, Sole Member to Epoch Star Limited, a company organized under the law of the British Virgin Island to secure payment of \$30,000,000.00 and interest; filed for record Apr. 13, 2010 at 4:16 P.M. in Book 642, Page 752 records of said county.

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- 65. FINANCING STATEMENT, dated ---, wherein Northern Beef Packers Limited Partnership, Debtor and Epoch Star Limited, Secured Party; filed for record Apr. 13, 2010 at 4:18 P.M. in Book 6 FS, Page 530 records of said county as follows: "This Financing Statement covers the following collateral: All assets of the Debtor..." (Refer to document of record for details.)**
- 66. The legal description contained in the proposed Corrective and Confirmatory Collateral Real Estate Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing includes the following easements: Book 133 MR, Page 361; Book 133MR, Page 363; and Book 133 MR, Page 364. Notwithstanding the fact that the easements are included in the proposed Corrective Mortgage to be insured under the proposed Policy and in the legal description shown in Schedule A of this Commitment (as requested by the proposed Insured), the easement parcels have not been examined and are specifically not insured under this Commitment or Proposed Policy.**

(End of Schedule B)