

EXHIBIT C  
PRE-CLOSING ACCESS ADDENDUM

This Pre-Closing Access Addendum (this "Addendum") is dated March 26, 2015 and is executed concurrently with and as a part of an agreement consisting of an Agreement to Purchase Property at Public Auction ("Agreement to Purchase") and all exhibits incorporated by reference therein, including this Addendum (collectively, "Agreement"), pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned Kasper Land & Cattle Texas, LLC ("Seller") certain Real Estate located in Hartley County and/or Moore County in the State of Texas and offered at public auction conducted on this date. The "Real Estate" and all other capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement to Purchase.

1. **License Only.** Except as otherwise provided in Sections 9 and 10, below: (a) this Addendum grants only a limited, temporary license under the terms and conditions stated herein; and (b) nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Real Estate by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to the following activities, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s):
  - (a) Normal spring farming activities including preparing for and/or planting the 2015 crop, soil testing, fertilizer application and/or tillage and operation of the irrigation equipment located on the Real Estate;
  - (b) Drilling of test holes and irrigation wells, installation of casing, pipelines, utilities, pumps, pivots and other equipment, as necessary, for the operation of new irrigation wells; *provided, however*, that Buyer is not permitted to drill test holes or irrigation wells, or install casing, pipelines, utilities, pumps, pivots and other irrigation equipment without the prior written consent of Seller, which consent shall not be unreasonably withheld; *provided, further*, Seller shall not be obligated to give such consent unless Seller has obtained the consent of the Creditor Group, which consent Seller shall diligently seek to obtain; and
  - (c) Harvesting the wheat crop that is included with the Buyer's purchase of the Real Estate.Upon execution of the Agreement, including this Addendum, and prior to Buyer's acquisition of title pursuant to the Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Real Estate for the sole and limited purpose of conducting Authorized Activities, subject to the terms and conditions of this Addendum. Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not conduct or permit any activities on the Real Estate other than the Authorized Activities, nor make any alteration of, change to or improvement on the Real Estate, except as set forth herein. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities, including but not limited to all energy costs and other costs of operating, maintaining and repairing the Irrigation Equipment.
3. **Risk of Loss; Indemnification.** For purposes of this Addendum, "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Real Estate by Buyer and/or any other person entering upon the Real Estate in connection with the Authorized Activities and/or with the express or implied permission of Buyer; and/or (c) any Buyer Default. As a material part of the consideration for Seller's execution of the Agreement, including this Addendum, Buyer hereby: (i) assumes all risk of Loss; (ii) waives and releases any claim against Seller for any Loss; and (iii) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. Buyer's obligation under this Section shall survive notwithstanding: (A) Buyer's acquisition of the Real Estate at a Closing; (B) the failure of Buyer to acquire the Real Estate for any reason; and/or (C) the termination of the Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this Section shall be joint and several as between each such individual and/or entity.
4. **Insurance.** Buyer shall not conduct any Authorized Activities unless Buyer has general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Real Estate. Buyer shall provide proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
5. **Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum. The license described in this Addendum, including all rights herein granted to Buyer (collectively, the "License"), shall continue in effect until Closing unless earlier terminated in accordance with the provisions of this Addendum and/or the Agreement.
6. **Prospective Tenants; Third Parties.** Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. However, Buyer has no right to lease the Real Estate prior to closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Real Estate pursuant to the Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such prospective tenant or third party.
7. **Termination.** If Seller has the right under the terms of this Addendum to terminate the License, Seller may do so by giving written notice of termination to Buyer effective as of a date specified in the notice (not earlier than the date of such notice) or effective immediately if no date is specified. As of the effective date of termination, the following provisions shall apply: (a) the License shall terminate; (b) Buyer shall immediately leave the Real Estate in a good and tenantable condition and remove any equipment brought onto the Real Estate by Buyer or on Buyer's behalf (provided, however, that any irrigation

equipment parts used in connection with the maintenance of or repairs to the Irrigation Equipment shall remain part of the Irrigation Equipment); (c) all growing crops, including crops planted pursuant to the License, shall belong to Seller effective immediately; (d) unless termination is due to a Buyer Default, Seller shall reimburse Buyer for all documented out-of-pocket expenses and inputs incurred by Buyer which are directly related to crop production pursuant to the License; and (e) if the wheat crop has been harvested or otherwise lost, Buyer shall reimburse Seller in the amount of the Wheat Crop Escrow Amount in accordance with the terms of the Agreement.

8. **Buyer Default.** As used herein, the term "Buyer Default" refers to: (a) any breach of or default with respect to any obligation of Buyer under this Addendum; and/or (b) Buyer's failure to acquire the Real Estate at Closing in accordance with the terms of the Agreement unless such failure is justified due to non-performance of Seller's obligations under the Agreement or non-satisfaction of a condition that is expressly identified in the Agreement as a condition to Buyer's obligation to acquire the Real Estate at Closing. In the event of a Buyer Default, Seller shall have the right to terminate the License in accordance with Section 7, above, and in the event of such termination: (i) Seller shall have all rights and remedies provided to Seller under the terms of the Agreement in the event of a Buyer Default; and (ii) all of the provisions of Section 7, above, shall apply except that Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with the License or any Authorized Activities.
9. **Conversion to Sublease.** If Buyer fails to acquire the Real Estate in accordance with the terms of the Agreement for any reason other than a Buyer Default: (a) Seller shall diligently seek to obtain the Creditor Group's written consent, as required under the terms of the Chapter 11 Plan, to a sublease of the Real Estate to Buyer (which consent is not to be unreasonably withheld by the Creditor Group according to the terms of the Chapter 11 Plan); (b) upon obtaining such consent, Seller shall promptly give notice to Buyer confirming that the required consent has been obtained; (c) if Seller is unable to obtain such consent, Seller shall have the right to terminate the License and reimburse Buyer in accordance with Section 7, above; and (d) if Seller is able to obtain the consent of the Creditor Group, the License shall not be terminated but shall be converted to a sublease effective as of the date on which Seller provides notice to Buyer confirming that Seller has obtained the required consent as provided above (the "Conversion Date").
10. **Terms of Sublease.** If Buyer fails to acquire the Real Estate in accordance with the terms of the Agreement for any reason other than a Buyer Default then, effective as of the Conversion Date, Seller shall sublease to Buyer and Buyer shall sublease from Seller the Real Estate and Irrigation Equipment (collectively, the "Leased Premises") in accordance with and subject to the following terms and conditions:
  - (a) The term of the sublease shall begin on the Conversion Date and shall end automatically, without further notice, as of the later of August 31, 2015 or completion of the Fall 2015 harvest (but not later than December 31, 2015 in any event). Buyer shall not plant any crops in the Fall of 2015 and shall have no right to harvest any crops after December 31, 2015. If the Leased Premises includes multiple auction tracts, the sublease will terminate on a tract-by-tract basis as the harvest is completed on each respective auction tract (but not earlier than August 31, 2015 or later than December 31, 2015).
  - (b) Buyer shall pay total rent for the term of the sublease in the amount(s) shown in the table below for all auction tract(s) included with the Leased Premises:
 

Tract 1: \$81,250	Tract 3: \$121,875	Tract 5: \$118,750	Tract 7: \$81,250	Tract 9: \$40,000
Tract 2: \$61,750	Tract 4: \$100,000	Tract 6: \$118,750	Tract 8: \$178,125	Tract 10: \$81,250
  - (c) As of the Conversion Date, Buyer and Seller agree to jointly execute written instructions to the Escrow Agent pursuant to which the Earnest Money shall be first applied to the rent due Seller and any balance shall be delivered to Buyer. Buyer shall immediately pay any part of the rent that is not paid from the Earnest Money within 14 days after the Conversion Date. Payment of the rent satisfies all obligations of Buyer with respect to the wheat crop.
  - (d) The Leased Premises shall be used solely for the purpose of growing and harvesting crops and conducting Authorized Activities, as defined above. As sublessee, Buyer shall have all of the same rights and obligations of Buyer under the terms of the License (including the obligations under Section 3, above); *provided, however*, that Buyer shall have the right of possession through the end of the sublease term; and *provided, further*, that the sublease shall be subject to all rights of the Landlord under the Agricultural Lease between Seller, as Tenant, and the Creditor Group, as Landlord. Seller and/or Seller's agent(s) shall have reasonable access to the Leased Premises for any legitimate business purpose (taking reasonable care not to damage growing crops).

**BUYER:**

\_\_\_\_\_  
Printed Name of Buyer, Co-Buyer or Buyer Entity

\_\_\_\_\_  
Printed Name of Buyer, Co-Buyer or Buyer Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office or Capacity (if signing on behalf of a Buyer Entity)

\_\_\_\_\_  
Office or Capacity (if signing on behalf of a Buyer Entity)

**SELLER:**

Kasper Land & Cattle Texas, LLC

By: \_\_\_\_\_

Print: \_\_\_\_\_

Office or capacity: \_\_\_\_\_