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Rev Transfer Tax \$111.20
Rev Stamp# 254

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**SPECIAL WARRANTY DEED
Recorder's Cover Sheet**

Preparer Information:

Lynn Collins Seaba ISBA # AT0007086
Malloy Law Firm LLP
503 N Main St.
P.O. Box 128
Goldfield, IA 50542, (515) 825-3181

Return Document to:

Malloy Law Firm LLP
PO Box 128
Goldfield IA 50542

Send Tax Statement to:

Heinold Hog Markets, LLC
891 Two Rivers Dr.
Dakota Dunes SD 57049

Grantor:

Tyson Fresh Meats, Inc. f/k/a IBP, Inc., a Delaware Corporation

Grantee:

Heinold Hog Markets, LLC

Legal Description:

Parcel A of Parcel Three (3) of Gibb's Subdivision in the Southeast Quarter (SE ¼) of Section Thirty (30), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 102.

SPECIAL WARRANTY DEED

For the consideration of One (\$1.00) Dollar(s) and other valuable consideration Tyson Fresh Meats, Inc. f/k/a IBP, Inc., a Delaware Corporation, does hereby convey to Heinold Hog Markets, LLC the following described real estate in Delaware County, Iowa:

Parcel A of Parcel Three (3) of Gibb's Subdivision in the Southeast Quarter (SE ¼) of Section Thirty (30), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 102.

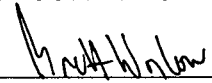
Subject to the deed restriction contained on Exhibit A, attached hereto and incorporated herein by this reference.

Grantor does Hereby Covenant with Grantee and its successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under Grantor, except for easements and covenants of record, if any.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

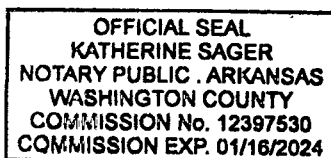
Dated: May 31, 2019

TYSON FRESH MEATS, INC.


By: Brett Worlow, Assistant Secretary

STATE OF ARKANSAS, COUNTY OF Washington:

On this 31 day of May 2019 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brett Worlow, to me personally known, who, being by me duly sworn, did state that he is the Assistant Secretary for Tyson Fresh Meats, Inc. executing this special warranty deed; that said instrument was signed on behalf of said corporation by its by authority of its board of directors and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation it and by him voluntarily executed.



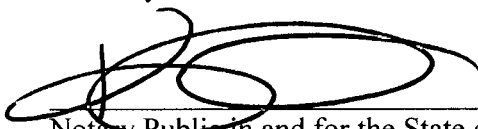

Notary Public in and for the State of Arkansas

Exhibit "A"

Deed Restriction

"Grantee covenants that it will not use the property conveyed by virtue of this deed for or in support of the growing, purchasing, or selling of swine, or processing or further processing of meat, and/or meat by-products. This covenant, condition, and restriction shall remain in effect for a period of thirty (30) years. The aforesaid covenant, condition, and restriction shall run with and bind the said property, and shall bind Grantee, its successors or assigns, including its subsequent grantees, and shall inure to the benefit of and be enforceable by Tyson Foods, Inc., or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent such violations of such covenant, condition, and restriction and/or to recover damages for such violations."