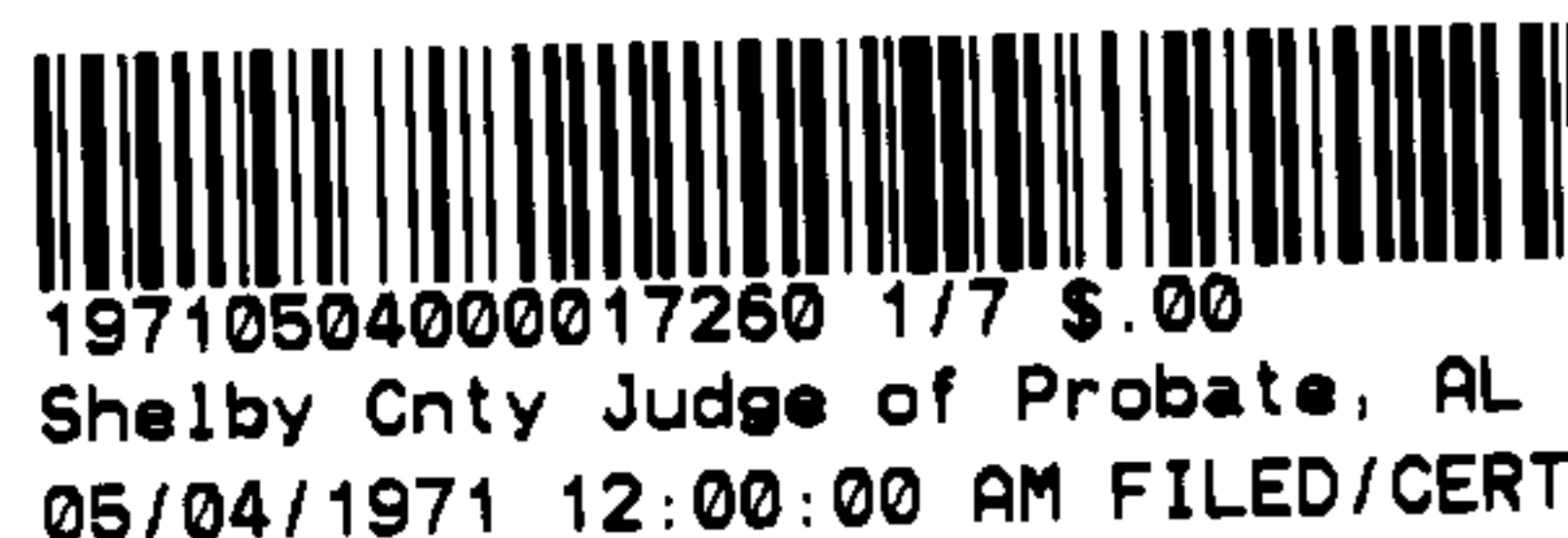


STATE OF ALABAMA)
SHELBY COUNTY)



LEASE OF DAIRY COWS

Borinquen Farms, Inc., an Alabama Corporation, of Montevallo, Shelby County, Alabama, hereinafter called Lessor, and John T. Maxwell of Montevallo, Shelby County, Alabama, hereinafter called Lessee, do hereby make and agree to the following arrangements for leasing dairy cows.

1. The Lessor does hereby lease, demise and let unto the Lessee one (1) dairy herd consisting of two hundred twenty (220) Holstein Dairy Cows and one registered Holstein Bull, and 9.5 percent milk quota as computed by the Alabama State Milk Control Board during base period September, 1970 through February, 1971, situated in Montevallo, Shelby County, Alabama, for and during the term of five (5) years, beginning at the close of business on the 24th day of April, 1971, and ending at the close of business on the 24th day of April, 1976. In consideration thereof Lessee agrees to pay the Lessor on the 13th day of each hereto and marked "Exhibit A" as per assignment attached / , ONE THOUSAND NINE HUNDRED EIGHTY NINE AND NO/100 (\$1,989.00) DOLLARS being at the rate of TWENTY THREE THOUSAND EIGHT HUNDRED SIXTY EIGHT (\$23,868.00) DOLLARS per annum; also being at the rate of NINE (\$9.00) DOLLARS per head per month.

Simultaneously with the execution of this lease, Lessee is to deposit with the Lessor the sum of THIRTY FIVE (\$35.00) DOLLARS per head, being a total sum of SEVEN THOUSAND SEVEN HUNDRED THIRTY FIVE (\$7,735.00) DOLLARS as a security deposit. Upon termination of this lease, the sum of SIX THOUSAND SIX HUNDRED THIRTY AND NO/100 (\$6,630.00) DOLLARS will be returned to Lessee. If Lessee elects to purchase dairy cows under the terms and conditions hereinafter stated, the sum of SIX THOUSAND SIX HUNDRED THIRTY (\$6,630.00) DOLLARS will be credited to the purchase price of said herd. If Lessee exercises an option to

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renew this lease, the sum of \$6,630.00 will continue to be held in deposit by the Lessor.

If Lessee shall make default in any covenant or Agreement herein contained and such default shall continue for a period of ten (10) days, the Lessor may, at his option, terminate this lease and upon termination Lessee forfeits the Security Deposit held by the Lessor.

2. The Lessee agrees to receive said dairy herd, and thereafter to care for, breed and feed them, or replacements purchased by the Lessee in a business like manner in line with practices generally approved by good dairy breeders. He will use only a sire acceptable to the Lessor. Lessee agrees to maintain the health of the herd as required by the Health Department of the State of Alabama.

3. The title and ownership of all the dairy cows and Bull originally furnished by the Lessor and replacement shall be and remain in the name of the Lessor.

4. The Lessee shall have all the milk produced on this farm by the original cows and replacements during the continuance of this lease.

5. If any of the original cows or their replacements prove to be undesirable, they may, by mutual consent of the parties hereto, be sold and the net proceeds arising from the sale invested in other cows. Time of replacement of cows so sold to be made at a time mutually agreed upon by the parties hereto.

6. The Lessee shall have all offsprings produced by the cows during the term of this lease, and may, use the female offspring for replacement of cull or animals which have died from the original herd.

7. The Lessee will furnish all the feed, pasture, labor and equipment for caring for the dairy herd and will pay the necessary expense for veterinarian and medicine.



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8. Lessee is to maintain a production level of milk to assure the retention of the present production quota.

9. Lessee is to maintain the herd at 220 Holstein dairy cows and one Holstein bull during the term of this lease.

10. Lessee is hereby given an option to renew this lease for a period of five (5) years under the same terms and conditions hereto upon Lessee giving to Lessor a notice in writing at Lessor's mailing address at least ninety (90) days prior to termination of this lease.

11. Lessee is hereby given an option to purchase the entire herd and milk quota at the termination of this lease for one-half of the appraised value of the herd and quota. In case Lessee exercises his option to purchase said herd and quota, Lessee is to select one appraiser and Lessor is to select one appraiser and their appraisal will be binding upon the parties hereto.

In the event the appraiser selected by the Lessee and the appraiser selected by the Lessor cannot agree on a value then the appraiser for the lessee and the appraiser for the Lessor will select a third appraiser whose valuation of the herd and quota shall be binding upon the parties hereto.

12. It is agreed and understood by the parties hereto that the Lessee shall market all milk produced under this lease to Associated Milk Producers, Inc., Montgomery, Alabama. And further that the Lessee can not change markets without the prior written consent of the Lessor.

It is further understood and agreed that if default be made in payment of the rent above specified, or in the keeping of the covenants hereby agreed to be kept by the Lessee, then it shall be lawful for said Lessor to terminate this lease and to re-enter said premises and to remove all person therefrom and to retake the land, as well as the dairy herd, then in possession of the Lessee, as a result of this agreement.

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This lease contains the entire agreement between the parties hereto and may be amended in writing only upon the mutual agreement of the parties hereto.

It is understood and agreed by the parties hereto that this lease is one of three leases executed in duplicate simultaneously for the dairy herd, the farm machinery and equipment, and the premises and if the Lessee shall make default in any covenant or agreement contained in any of the leases and such default shall continue for a period of ten (10) days the Lessor may, at his option, terminate all leases by written notice of not less than five days; Provided, however, the Lessee shall have ten (10) days after receipt of said written notice of default to correct said default.

IN WITNESS WHEREOF we have hereunto placed our hands and seals this 29th day of April, 1971.


BORINQUEN FARMS, INC.

BY: William B. Surface
William B. Surface - President

ATTEST:

June C. Surface
Secretary

John T. Maxwell
John T. Maxwell (Lessee)


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Shelby Cnty Judge of Probate, AL
05/04/1971 12:00:00 AM FILED/CERT

A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell, _____

_____ am indebted to Borinquen Farms,
Inc. in the amount of \$ 87,000.00 and do hereby
assign and set over unto the said Borinquen Farms, Inc.,
as Assignee, the sum of \$ 1,450.00 per month from the
proceeds of milk I market through the Associated Milk Producers, Inc.
Montgomery, Alabama, _____.

The first payment is to be made on or before the 25th
day of May, 19 71, from the ~~preceding~~ month's advance
production and I direct the said amount to be paid each month to the
said Assignee by Associated Milk Producers, Inc.
until the total amount due will have been paid to the Assignee until
notice of termination signed by both the Assignor and the Assignee
will have been given.

If for any reason I should market my milk through any other
company or association other than the aforesaid, these presents shall
be a notice to such subsequent company or association of this assignment
and such subsequent company or association shall have the same authority
as the association or company aforesaid.

In the event one of the assignments which takes precedence
over this assignment is covered by a trust deed or mortgage in favor
of F.H.A. or other government agencies, than the terms of each instrument
as to assignment. In no event shall the company or association to which
these presents are delivered assume any responsibility hereunder other
than compliance with the specific terms hereof.

Previous assignments of \$ None have priority
over this assignment.

ACCEPTED:

BY: _____

TITLE _____

ASSIGNOR _____

ASSIGNEE _____

Exhibit "A"

BOCK 267 PAGE 517

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Shelby Cnty Judge of Probate, AL
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A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell,
am indebted to Borinquen Farms,
Inc in the amount of \$ 48,780.00 and do hereby
assign and set over unto the said Borinquen Farms, Inc.,
as Assignee, the sum of \$ 2,439.00 per month from the
proceeds of milk I market through the Associated Milk Producers, Inc.
Montgomery, Alabama,

The first payment is to be made on or before the 13th
day of June, 1971, from the preceeding month's
production and I direct the said amount to be paid each month to the
said Assignee by Associated Milk Producers, Inc.
until the total amount due will have been paid to the Assignee until
notice of termination signed by both the Assignor and the Assignee
will have been given.

If for any reason I should market my milk through any other
company or association other than the aforesaid, these presents shall
be a notice to such subsequent company or association of this assignment
and such subsequent company or association shall have the same authority
as the association or company aforesaid.

In the event one of the assignments which takes precedence
over this assignment is covered by a trust deed or mortgage in favor
of F.H.A. or other government agencies, than the terms of each instrument
as to assignment. In no event shall the company or association to which
these presents are delivered assume any responsibility hereunder other
than compliance with the specific terms hereof.

Previous assignments of \$ 87,000.00 have priority
over this assignment.

ACCEPTED:

ASSIGNOR

BY: _____

ASSIGNEE

TITLE _____



Shelby Cnty Judge of Probate, AL
05/04/1971 12:00:00 AM FILED/CERT

A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell,

am indebted to Borinquen Farms, Inc
in the amount of \$ 85,560.00 and do hereby
assign and set over unto the said Borinquen Farms, Inc.,
as Assignee, the sum of \$ 2,139.00 per month from the
proceeds of milk I market through the Associated Milk Producers, Inc.
Montgomery, Ala.

The first payment is to be made on or before the 13th
day of February, 1973, from the preceeding month's
production and I direct the said amount to be paid each month to the
said Assignee by Associated Milk Producers, Inc.
until the total amount due will have been paid to the Assignee until
notice of termination signed by both the Assignor and the Assignee
will have been given.

If for any reason I should market my milk through any other
company or association other than the aforesaid, these presents shall
be a notice to such subsequent company or association of this assignment
and such subsequent company or association shall have the same authority
as the association or company aforesaid.

In the event one of the assignments which takes precedence
over this assignment is covered by a trust deed or mortgage in favor
of F.H.A. or other government agencies, than the terms of each instrument
as to assignment. In no event shall the company or association to which
these presents are delivered assume any responsibility hereunder other
than compliance with the specific terms hereof.

Previous assignments of \$ 1,450.00 have priority
over this assignment.

ACCEPTED:

BY:

TIME

ASSIGNOR

ASSIGNEE

STATE OF ALABAMA, SHELBY CO.
1971 MAY 14 PM 11:54
RECEIVED
UCC FILED FOR RECORD
REC. EX. 11-11-71
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J. B. BRYAN
NOTARY PUBLIC
1971 MAY 14 PM 11:54