

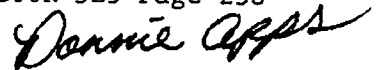
State of Illinois

County of Pike

#03-831

3-4-03 2:00 P.M.

Book 525 Page 238

Donnie Apps, Recorder
Jeana Kindle, Deputy

MANURE LICENSE

This Manure License is made and entered into this 3rd day of March, 2003, by and between **STROUT CROSSING, L.L.C.**, of Rural Route 1, Box 183, Nebo, Pike County, Illinois, hereinafter designated as LICENSEE, and **PAUL O. BORROWMAN and MELISSA BORROWMAN**, of 8 Pheasant Lane, Pittsfield, Pike County, Illinois, hereinafter referred to as OWNERS.

WHEREAS, OWNERS are the owners of approximately 287 acres of agricultural real estate in Spring Creek Township, Pike County, Illinois, more fully and generally described in Exhibit A, attached hereto, and hereinafter referred to as PROPERTY.

WHEREAS, LICENSEE desires to enter into an agreement with OWNER to permit LICENSEE to haul and apply manure generated by the livestock facilities owned by LICENSEE and located in Spring Creek Township, Pike County, Illinois, on PROPERTY OF OWNERS; and

WHEREAS, OWNERS will receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure application and other related benefits;

NOW THEREFORE, in consideration of the premises and under the mutual covenants, promises and conditions set forth herein, the receipt of which is hereby acknowledge, OWNERS and LICENSEE agree as follows:

1. **Permit to Apply Manure.** OWNERS hereby give permission to LICENSEE, its members, employees and agents, over the PROPERTY for purposes of transporting and applying to the PROPERTY OF OWNERS manure generated by LICENSEE at the facility site.
2. **Term of LICENSE.** This agreement shall become effective on the date of this agreement and shall remain in full force and effect for a term of ten (10) years. Said agreement shall continue thereafter on a year-to-year basis until either party terminates said agreement by written notice sixty (60) days prior to the expiration of said year. If possible, spreading shall be done in the fall and winter of each year.

LICENSEE may not spread manure on any growing crops, which would also include wheat which would be planted in the fall.

3. **Application of Manure.** The parties hereto agree that LICENSEE or its agents under contract shall be solely responsible for removal of manure from the facility site and the application of the manure to the PROPERTY and, as the responsible party, LICENSEE covenants and agrees as follows:
 - a. Any and all application of manure shall be done in accordance with generally accepted, usual and customary animal husbandry practices, taking into account weather conditions, soil conditions and time of year, all so as to reduce any odor or other effects that might emanate from such manure application. OWNERS prefer fall application if possible, or July after wheat harvest on wheat fields.
 - b. That the application of manure shall be done in material conformance with all applicable permits, statutes, rules and regulations relating to such acts and practices.
 - c. At all times during the terms of the LICENSE, every reasonable effort shall be made with respect to the timing, location and manner of any manure application so that such application shall minimize interference with any other right to the use, possession and quiet enjoyment of the PROPERTY.
 - d. LICENSEE agrees that it or its agents under contract shall be responsible for any and all claims, causes of action, demands, or damages arising from or on account of its negligent acts or omissions in its application of manure to the PROPERTY and agrees to fully indemnify and hold harmless OWNERS from the costs of all such claims, including, but not limited to, any and all environmental hazards or damage.
 - e. The parties agree that the benefits between the described herein constitute reasonably equivalent consideration.
4. **Notices.** All notices required under this LICENSE shall be deemed to be properly served if delivered in person, sent by overnight delivery by a nationally recognized overnight delivery service, or sent by certified mail with return receipt requested, to OWNERS or to LICENSE at the addresses indicated below or to any subsequent address which OWNERS or LICENSEE may designate in writing.

If to OWNERS:

Paul O. and Melissa Borrowman
8 Pheasant Lane
Pittsfield, IL 62363

If to LICENSEE:

Strout Crossing, L.L.C.
Rural Route 1, Box 183
Nebo, IL 62355

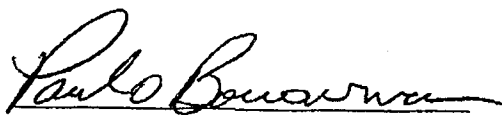
Date of service of a notice if delivered in person shall be when received; if delivered by overnight delivery, shall be the business day immediately following mailing; and if delivered by certified mail, shall be the date three (3) days from the date such notice is deposited with the United States Post office.

5. **Warranty of Title.** OWNERS warrant that it holds clear, good and marketable title to the PROPERTY, and that no lien or encumbrance exists on the PROPERTY as of the date hereof, which would affect LICENSEE's rights under this agreement and that no lien or encumbrance has or will have priority over the LICENSE and the rights of LICENSEE hereunder subsequent to the date hereof.
6. **Execution of Documents.** The parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this LICENSE, including, but not limited to, any additional state, county or local permit forms that may be required.
7. **Default.** In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages of this LICENSE.
8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties. In this LICENSE words in the singular include the plural, and in the plural include the singular.
9. **Severability.** If one provision of this LICENSE is held invalid, that shall not affect any other provision of this LICENSE.

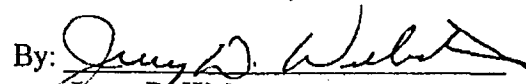
IN WITNESS WHEREOF, this agreement has been executed on the date first written above.

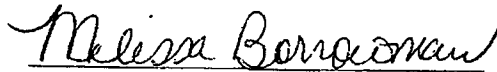
OWNERS:

LICENSEE:


Paul O. Borrowman

STROUT CROSSING, L.L.C.

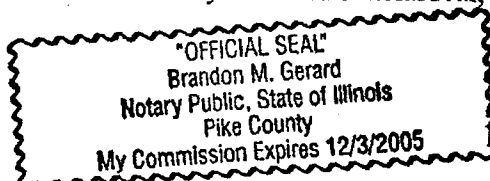
By: 
Jerry D. Webster


Melissa Borrowman

STATE OF ILLINOIS)
) SS.
COUNTY OF PIKE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Paul O. Borrowman and Melissa Borrowman, Owners**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal, this 3rd day of March, 2003.

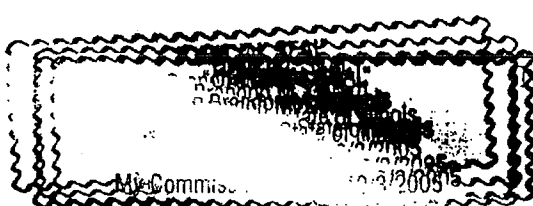


Brandon M. Gerard
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF PIKE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Jerry D. Webster, of Strout Crossing, L.L.C., Licensee**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal, this 3rd day of March, 2003.



Brandon M. Gerard
Notary Public

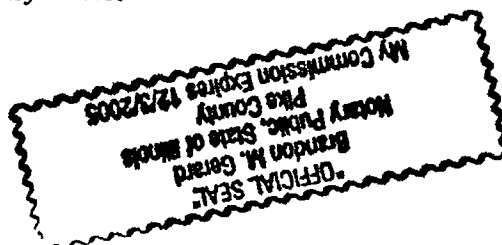


EXHIBIT A**DESCRIPTION OF PROPERTY**

The East one-half of Section 14, in Township 7 South, Range 3 West of the Fourth Principal Meridian, excepting therefrom that part of the Southeast Quarter of said Section 14, that lies South of the North right-of-way line of the Gulf, Mobile and Ohio Railroad, all situated in the County of Pike and State of Illinois.