LEASE AGREEMENT

THIS INDENTURE, made this 1st day of NOVEMBER, 1995 by and between Robert J. Lehman and Carol J. Lehman of CEDAR RAPIDS, IA (hereinafter referred to as "Lessor") and SWISS VALLEY FARMS, CO., whose principal address is P.O. Box 4493, Davenport, Iowa 52808, (hereinafter referred to as "Lessee").

WITNESSETH

1. A. Premises. Lessor, in consideration of the rental herein reserved and the covenants and agreements herein contained, does hereby demise, let and lease to Lessee the current field office, milk receiving bays, silos Number 1, 2 and 6, CIP equipment and piping and pumps related to loading and unloading milk into the silos located at 202 SE Locust Street in Hopkinton, Iowa (herein after referred to as "The Premises"). The Premises are a part of that real estate described on the attached Exhibit B. Lessee shall have exclusive use of The Premises. The Premises will be used for purposes of receiving and handling milk for transfer or disposition in such manner as Lessee shall determine.

B. Lessee shall have non-exclusive use of:
1. To the remainder of the building labeled 12 on the attached Exhibit A for purpose of receiving and/or shipping dairy supplies into the field office.
2. To restrooms located in the basement adjacent to The Premises.
3. To driveways for ingress and egress to The Premises.
4. To the area labeled 8 on the attached Exhibit A for purposes of cleaning and maintenance of the silos and CIP equipment.

C. The attached Exhibit A has marked The Premises, wherein the Lessee has exclusive use, with a blue marker, encompassing approximately 8,152 square feet. Lessee's exclusive right of use is limited to the ground floor of those designated areas. Those areas to which Lessee has non-exclusive access are marked in orange.

D. Since Lessee has occupied The Premises, Lessee accepts the condition of The Premises "AS IS". Lessee acknowledges that Lessor has made no representations or warranties as to the suitability or fitness of The Premises for the conduct of Lessee's business or for any other purpose except as specifically set forth in this Agreement. No less than seven (7) days prior to the commencement of the term of this Lease, Lessee shall provide Lessor with a milk inspection report that confirms that The Premises are in compliance with all applicable federal, state and

AFF. for Book 2003 Page 3837 8-11-03

FILE No. 170-1299
RECORDING FEE $ 61.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF November, 19 95 AT 10:35 O'CLOCK A M. BOOK 6 PAGE 18

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
MISC. CM 31

local laws for the loading, unloading and receiving of Grade A milk. Provided however, nothing in this paragraph 1.D. shall excuse Lessor from its obligations under paragraphs 6 and 7 of this Agreement.

2. Term. The initial term of this Lease shall be one (1) year, commencing on NOVEMBER 1, 1995 and ending on OCTOBER 31, 1996 provided, however, that the term of this Lease shall be automatically renewed and continued for successive one (1) month terms unless the Lessee shall give written notice to the other party of its intention not to renew said lease at least sixty (60) days prior to the end of the initial or any successive term. Ten years after the commencement date stated herein, the Lessor shall have the same rights of termination. Upon the giving of said sixty (60) days notice, Lessee shall have the right to occupy The Premises, so long as rents are current for one hundred twenty (120) days after the notice date.

3. Rental and Services. So long as this lease agreement remains in effect, Lessee shall pay for the use of The Premises, equipment, and Lessor's covenants contained herein base monthly rental of $1,000 during the first 24 month period of the term of this Lease. Prior to the 23rd month, 47th month, 71st month, and 95th month during the term of this Lease, the parties shall meet to consider an adjustment in the base rental which negotiations shall take into account any change in the Consumer Price Index published by the Bureau of Labor Statistics for the United States Department of Labor, Chicago, Illinois, All Urban Consumers (CPI-U) (1982-84 = 100), any change in the real estate taxes for The Premises and any change in the casualty insurance for The Premises. If the parties are unable to agree upon the base monthly rental, then the parties agree to submit the issue of the base monthly rental to an arbitrator who shall be a real estate appraiser as mutually satisfactory to Lessor and Lessee. The arbitrator shall be designated by both parties within seven (7) days after the parties are unable to agree upon the monthly rental. The arbitrator shall receive evidence from the parties and render his or her decision within two (2) weeks from being designated. The decision of the arbitrator shall be binding upon the parties. The monthly rental payments during the term of this Lease shall be due ten (10) days prior to the first day of each month.

4. Additional Rent. In addition to the rent specified in paragraph 3 of this Agreement, Lessee shall pay to Lessor $.012 per hundredweight of milk that Lessee receives at The Premises to cover Lessee's share of electricity and heat at The Premises. This additional rent shall be due on the 20th day of the month following the month in which the milk is received by the Lessee. This amount shall be subject to renegotiation at the request of either party three (3) months after the commencement of this Lease.

5. Utilities. Lessee shall pay all water and sewer charges for The

Premises; however, to the extent the Lessor uses the water and sewer systems that serve The Premises, the payment for those water and sewer charges shall be negotiated and equitably prorated. Lessee shall pay for all electricity for the fieldmen's annex which is separately metered and all other utilities for The Premises that are separately metered. Lessee shall be responsible for all phone lines and phone expenses used by Lessee. Lessor shall pay for the electricity and heat for The Premises which are not separately metered.

6. Maintenance. Lessor shall maintain in good condition and repair the roof, exterior and structural members and interior of The Premises, including all electrical, plumbing and other mechanical systems thereof, but excluding the pumps, tanks, pipes, CIP and similar equipment for which the Lessee shall assume maintenance and repair responsibility, and shall make such repairs or maintenance as may be required to comply with all applicable federal, state and local laws for the loading, unloading and receiving of Grade A milk. Lessee has the right with prior notice to lessor, at Lessor's expense, to repair The Premises as necessary to avoid interruption in using The Premises. Lessee shall provide Lessor with the actual cost of the repairs and Lessor shall reimburse the Lessee for the amount of the repairs within fourteen (14) days of receipt of the notice. If said bill is not paid within fourteen (14) days such repair cost may be deducted from the monthly rent. In the event that any repair of said equipment will cost in excess of $5,000.00, Lessor shall have the right to cancel this lease on fifteen (15) days notice to Lessee.

In the event any required repair renders The Premises inoperable for purposes of the business of Lessee for a period in excess of seven (7) days, rent hereunder shall be suspended until said repairs are completed. Lessee's obligation to pay rent shall continue during said seven (7) day period only so long as Lessor makes a continued good faith effort to complete said repairs.

Lessee further agrees that any upgrading of The Premises required by change in any governing law of Lessee, or by virtue of any equipment upgrade desired by Lessee, shall be at the cost of Lessee. In the event that any upgrade of said Premises will cost in excess of $5,000 Lessee shall have the right to cancel this lease on fifteen (15) days notice to Lessor. Upon the installation of said equipment, excepting any such upgrades to the pumps, tanks, pipes, CIP and similar equipment for which Lessee is responsible for maintenance and repair, the repair and upkeep shall be assumed by Lessor.

7. Lessor Covenants. During the term of this Lease or any renewal thereof, Lessor covenants and agrees as follows:

A. Subject to the obligations of the Lessee to maintain certain portions of

The Premises and the equipment leased under this Agreement, pursuant to paragraph 6 of this Agreement, Lessor shall ensure that The Premises shall be maintained so as not to prevent the operation of loading, unloading and receiving Grade A milk and will comply with all applicable federal, state and local laws for the loading, unloading and receiving of Grade A milk.

B. Lessor shall provide The Premises with electric, water, heat, steam, hot water, power, gas and sewage service required in connection with the operation of The Premises in compliance with all applicable federal, state and local laws for loading, unloading and receiving of Grade A milk, but shall not be liable for service interruptions beyond Lessor's control.

C. Lessor shall keep The Premises free and clear of any and all mechanic's liens or claims therefor, shall pay the general and special real estate and personal property taxes and assessments levied against or with respect to The Premises, shall pay all indebtedness secured by any encumbrance upon The Premises, and shall keep and maintain in force fire and extended coverage insurance in an amount equal to the full insurable value of The Premises.

8. Fire or Other Casualty. In the event The Premises are destroyed or rendered untenantable for Lessee's business purpose by fire or other casualty, rent hereunder shall be suspended and Lessee or Lessor may, at their option, terminate this Lease by giving written notice thereof within thirty (30) days of such casualty.

9. Liability Insurance. Lessor and Lessee each agree to maintain no less than $1 million of general liability insurance on The Premises in a form acceptable to the other party, and shall provide to the other party a certificate of insurance naming the other party as an additional insured.

10. Independent Contractors/Indemnification. Lessor and Lessee are independent contractors. Neither Lessor nor Lessee shall make any agreements, representations or warranties in the name of or on behalf of the other. Neither Lessor nor Lessee shall be obligated by or have any liability under any agreements, representations or warranties made by the other, nor shall Lessee be obligated for any damages to any person or property directly or indirectly arising out of Lessor's performance of its obligations or its failure to perform its obligations hereunder. Lessor agrees to indemnify Lessee and to reimburse Lessee for all such damages and obligations for which it is held liable, or in the defense of any such claim brought against it, or in any action in which it is named a party, including, without limitation, reasonable attorney's fees and court costs.

11. Toxic Materials. Other than cleaning supplies used by Lessee used for Lessee's business purpose, Lessee will not store, use or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, on or about The Premises or the area which Lessee is granted nonexclusive use. Lessee shall be responsible for all clean up costs if the material was brought upon The Premises by Lessee or its invitees. The obligation to pay rent shall not cease until after all of the hazardous, toxic, corrosive, explosive, reactive or radioactive matter which Lessee brought upon The Premises or the area which Lessee is granted non-exclusive use prior to or during the term of this lease, is removed from Lessor's property and all clean up has been completed.

12. Use and Compliance with Laws. The Premises shall be used for the purposes described in this Agreement and for no other purpose. Lessee will not: do or permit to be done in or about The Premises in the area which Lessee is granted nonexclusive use, nor bring to, keep or permit to be brought or kept anything that is prohibited by or, subject to the provisions of paragraphs 18 and 19 of this Agreement, will in any way conflict with any law, statute, ordinance or governmental rule or regulation that is now in force or that may be enacted or promulgated after the date of this Agreement; do or permit anything to be done in or about The Premises or the nonexclusive area used by the Lessee that will in any way obstruct or interfere with the rights of the Lessor or other tenants in the Lessor's property; or use or allow The Premises or the area which Lessee has a nonexclusive right to be used for any improper, immoral, unlawful or objectionable purpose or that is deemed to be any nuisance in, on or about The Premises.

13. Alterations, Additions, Fixtures and Improvements. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or upon The Premises either by Lessor or Lessee and all equipment leased to the Lessee will be Lessor's property and, at the end of the term of this Lease, will remain on The Premises without compensation to Lessee.

14. Default and Remedies. In the event Lessee defaults in the performance of any of its obligations under this Agreement, after Lessor has first given Lessee written notice of such default and Lessee has failed to cure same within fifteen (15) days, then Lessor has the right, at Lessor's election:

(a) To give Lessee written notice of Lessor's intention to terminate this Lease on the earliest date permitted by law or any later date specified in such notice, in which case Lessee's right to possession of The Premises or the property which Lessee is granted nonexclusive use will cease and this Lease will be terminated, except as to Lessee's liability, as of the expiration of the term fixed in such notice or the end of the term;

(b) Without further demand or notice, to re-enter and take possession of The Premises or any part of the Premises, repossess the same, expel Lessee and those claiming through or under Lessee, and remove the effects of both for either without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent and other amounts payable under this Agreement; or

(c) Without further demand or notice, to cure any default of Lessee and to charge Lessee for the cost of affecting such cure, including without limitation, attorneys fees and interest on amounts so advanced at the rate of 12% per annum.

Each right and remedy provided for in this Agreement is cumulative and is an addition to every other right or remedy provided for in this Agreement or now or after the date of this Agreement existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided in this Agreement existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise of any or all other rights or remedies provided in this Agreement or now or after the date of this Agreement existing at law or in equity or by statute or otherwise. All costs incurred in collecting any amounts or damages owing under the terms of this Agreement, including reasonable attorneys fees shall be recoverable from and paid by the party who is nonsuccessful in the litigation.

15. Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other or against any other tenant or occupant of the buildings, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party or of such other tenant or occupancy of the buildings, for any loss or damage to such waiving party covered by any property casualty insurance carried by such party. Lessor and Lessee from time to time will cause the respective insurers to issue appropriate waiver of subrogation rights endorsements to such policies of insurance carried in connection with the buildings or The Premises or the contents of the buildings or The Premises. Lessee agrees to cause all other sublessees or assignees of Lessee's rights to occupy The Premises claiming by, under or through Lessee to execute and deliver to Lessor such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

16. Indemnity. Except as to any negligence of the Lessor, Lessee will protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expense occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property,

happening or done, in, upon or about The Premises or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Lessee or any person claiming through or under the Lessee.

17. No Construction Against Drafting Party. Lessor and Lessee acknowledge that each of them and their counsel have had an opportunity to review this Lease and that the Lease will not be construed against either party who may or may not have drafted this Agreement.

18. Time is of the Essence. Time is of the essence of each and every provision of this Lease.

19. No Waiver. The Waiver by either party of any agreement, condition or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Agreement nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of said party to insist upon the performance by the other party in strict accordance with the terms of this Lease.

20. Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given and personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended. Either party may add additional addresses or change its address for purposes of receipt of any communication by giving ten days prior written notice of such change to the other party.

21. Construction. This Lease shall be subject to the provisions of any applicable milk marketing order of the United States and the USPHS code for Grade A milk. In the event of a conflict between the provisions of this Lease and any such marketing order or regulation, the conflicting provisions in this Lease and any such marketing order or regulation, the conflicting provisions in this Lease shall be deemed amended to conform therewith.

22. Severability. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

23. Entire Agreement. This Agreement and all exhibits contain the entire agreement between the Lessor and Lessee and may be amended only by subsequent written agreement.

24. Captions. The captions of the various paragraphs of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of the paragraph.

25. Successors. This Lease shall bind and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

LESSOR:

Robert J. Lehman and Carol J. Lehman

Robert J. Lehman

Carol J. Lehman

LESSEE:

SWISS VALLEY FARMS, CO.

By: Rodney E. Behr

Rodney E. Behr, Vice President Finance

STATE OF Iowa, Delaware COUNTY, ss:

On this 1st day of November, 1995 before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney E. Behr to me personally known, who being by me duly sworn, did say that he is the Vice President Finance of said corporation; that: the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Rodney E Behr as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA KEITH A. KRAMER MY COMMISSION EXPIRES 2-19-98

Keith A Kramer, Notary Public

STATE OF Iowa, Delaware COUNTY, ss:

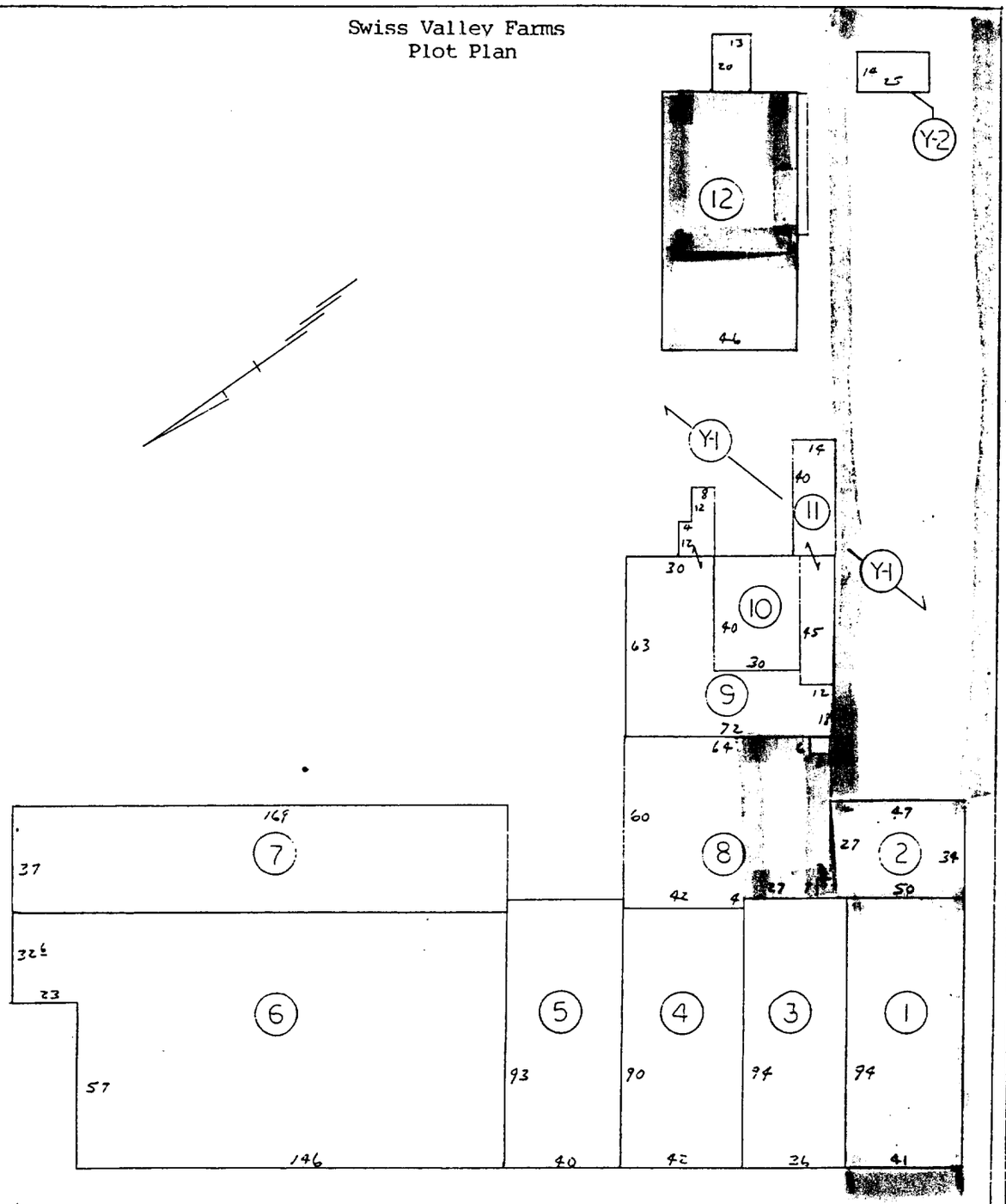
On this 1st day of November, 1995 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Lehman and Carol J. Lehman, husband and wife to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Keith A Kramer, Notary Public

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NOTARIAL SEAL IOWA KEITH A. KRAMER MY COMMISSION EXPIRES 2-19-98

Swiss Valley Farms
Plot Plan



LOCUST STREET

SWISS VALLEY FARMS
HOPKINGTON IOWA
DELAWARE COUNTY
SCALE 1"=50' RLK

EXHIBIT B

LEGAL DESCRIPTION FOR THE WARRANTY DEED FROM SWISS VALLEY FARMS, CO. TO ROBERT J. LEHMAN AND CAROL J. LEHMAN, HUSBAND AND WIFE

The East thirty six (36) feet of the South thirty four (34) feet of the West two hundred fifty six (256) feet of Depot Street, and the West one hundred thirty two (132) feet of the North thirty six (36) feet of that part of Second Street lying between Locust Street and Chestnut Street, all in the Town of Hopkinton, Iowa; same being a part of the Northwest Quarter (NW1/4) of the Southwest fractional Quarter (SWfr1/4) of Section Eighteen (18), Township Eighty Seven (87) North, Range Three (3), West of the Fifth Principal Meridian, and part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eighty Seven (87) North, Range Four (4), West of the Fifth Principal Meridian;

AND

Lot Seven (7) and the West twelve (12) feet of Lot Eight (8), Block Three (3) of Hopkinton Addition to H.A. Carter according to plat recorded in Book E L.D., Page 529;

AND

The East fifty four (54) feet of Lot Eight (8), Block Three (3), H.A. Carter's Addition to Hopkinton, Iowa, according to plat recorded in Book E L.D., Page 529;

AND

The North one hundred (100.0) feet of Public Square (now vacated) of H.A. Carter's Addition to Hopkinton, Iowa, and the South thirty four (34.0) feet of the West two hundred twenty (220.0) feet of Depot Street, and the North fourteen (14.0) feet of Depot Street, and the South thirty (30.0) feet of Second Street lying between Locust Street and Chestnut Street, all in the Town of Hopkinton, Iowa, same being a part of the Northwest Quarter (NW1/4) of the Southwest fractional Quarter (Swfr1/4) of Section Eighteen (18), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M. and of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M.

THE FOREGOING LEGAL DESCRIPTION IS ONE IN THE SAME LEGAL DESCRIPTION AS FOLLOWS:

Lots Seven (7) and Eight (8), Block Three (3) of Hopkinton Addition by H.A. Carter according to the plat recorded in Book B E L.D., Page 529;

AND

The West one hundred thirty two (132.0) feet and the South thirty (30.0) feet, except the West one hundred thirty two (132.0) feet, of that part of Second Street lying between Locust Street and Chestnut Street, all in the Town of Hopkinton, Iowa;

AND

The North one hundred (100.0) feet of Public Square (now vacated) of H.A. Carter's Addition to Hopkinton, Iowa, which addition is sometimes known as Hopkinton Addition by H.A. Carter;

AND

The West two hundred fifty six (256.0) feet of Depot Street and the North fourteen (14.0) feet except the West two hundred fifty six (256.0) feet, of Depot Street, all in the Town of Hopkinton, Iowa.

The foregoing real estate being part of the Northwest Quarter (NW1/4) of the Southwest fractional Quarter (SWfr1/4) of Section Eighteen (18), Township Eighty Seven (87) North, Range Three (3), West of the 5th P.M. and of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eighty Seven (87) North, Range Four (4), West of the 5th P.M. in Delaware County, Iowa.

misc\lehman.lgl

170-1299
DELAWARE COUNTY IOWA
FILED
'95 NOV 3 AM 10 35
BOOK 6 PAGE 18
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$61.00

Robert J. Lehman, Etal
To
Swiss Valley Farms Co.

Swiss Valley Farms
P.O. Box 4493
Davenport, IA 52808

INDEXED IN
CHATTEL MTG. INDEX