

**SUPPLEMENTAL AGREEMENT
TO
GROWER'S MARKETING AGREEMENT WITH
AUTAUGA QUALITY COTTON ASSOCIATION**

THIS SUPPLEMENTAL AGREEMENT is made between AUTAUGA QUALITY COTTON ASSOCIATION, INC. (the "Association"), and _____ (the "Grower") of _____, on the date set forth below.

RECITALS

A. The Association and the Grower entered into a Grower's Marketing Agreement ("Marketing Agreement") on _____. By the execution and delivery of the Marketing Agreement, the Grower became a member of the Association in good standing and agreed to the aims, purposes and methods of operation of the Association as set forth in the Articles of Incorporation and Bylaws of the Association. In addition, the Grower agreed to plant only approved varieties of cotton seed and to market his cotton crop produced therefrom exclusively through the Association. In accordance with the Marketing Agreement, the Grower has appointed the Association as its marketing agent for the purpose of marketing his entire cotton crop for the current crop year. Under the terms of the Marketing Agreement, the Grower becomes entitled to receive certain guaranteed payments in exchange for his cotton crop upon delivery thereof after ginning and baling to a cotton warehouse or common carrier designated by the Association for the Association's account for resale by the Association as set forth in the Marketing Agreement and the Bylaws of the Association. Such guaranteed payments were defined on an amount equal to the government loan value with respect to such cotton (less first month's insurance, receiving and storage charges, cotton research and promotion fees, and ginning charges) and such additional amount as the Board of Directors of the Association may determine.

B. At the time of the execution and delivery of the Marketing Agreement, there had not been definitely established the number of acres of cotton to be planted by the Grower, prices for cotton produced during the cotton crop year could not be ascertained, and Grower's prices for cotton produced during the cotton crop year was unknown. In addition, the amount of the

guaranteed payment to be made to Grower upon delivery of such cotton, and the time and manner of payments of such guaranteed amount, had not yet been established. In order to provide for these additional terms, the Grower and the Association agree to the terms and conditions as hereinafter described.

AGREEMENTS

IN CONSIDERATION OF THE PREMISES, and the mutual undertaking set forth in the Marketing Agreement and herein, the parties agree as follows:

1. Reaffirmation of Marketing Agreement as Supplemented Hereby. The Association and the Grower each hereby reaffirm the Marketing Agreement referred to above as supplemented by this Supplemental Agreement. Such Marketing Agreement and this Supplemental Agreement shall, with all similar marketing agreements and supplemental agreements entered into among the Association and its various members, constitute a single contract. The Grower hereby represents that he is in compliance with all material terms of the Marketing Agreement referred to above.

2. Payment Schedule. The guaranteed payments payable to Grower under the Marketing Agreement shall be in the amounts and payable at the time and in the manner set forth below:

(a) Grower has planted _____ of _____ lint cotton.

(b) The guaranteed payment payable to Grower shall be the government loan value of such cotton plus _____ cents per pound less first month's insurance, receiving and storage charges, cotton research and promotion fees, and ginning charges (as shall be determined by the ginner of such cotton and subsequently charged to the Grower) for all cotton delivered to storage for marketing pursuant to the Marketing Agreement.

(c) The guaranteed payment described in subparagraph (b) shall be made as follows: *List farm nos. to be deferred:*

3. Agreement not a Promissory Note and Non-Negotiable. This Supplemental Agreement is not a promissory note and is not negotiable by Grower. Grower's right to enforce the Association's obligation to make the guaranteed payments in the amounts and at the times herein provided is subject to all the terms and conditions of the Marketing Agreement and this Supplemental Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplemental Agreement this ____ day of _____, 20 ____.

"ASSOCIATION":

Autauga Quality Cotton Association, Inc.

By: _____ Its President

"GROWER":

Name of Grower, Partnership, Corporation
or
Sole Proprietor

Signature of Person Signing Agreement

Printed Name of Person Signing Agreement

Mailing Address

City, State and Zip Code