



FARM LEASE—CASH OR CROP SHARES

THIS LEASE ("Lease") is made between PAUL DEAN VARNUM, CONSERVATOR OF MINNIE PAULSON, ("Landlord"), whose address for the purpose of this Lease is RR 2, Box 222, Ames IA 50010 and

KENNETH BROOKS, ("Tenant"), whose address for the purpose of this Lease is R D, Story City IA 50248

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in _____ Story _____ County, Iowa (the "Real Estate"):

SEE ATTACHED LEGAL DESCRIPTION.

and containing 109.5 acres, more or less, possession by Tenant to commence on March 1, 19 93 and end on February 28, 19 94

2. RENT. Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"): The sum of \$13,550.00 payable on March 1, 1993.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing.
8. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husbandmanlike manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husbandmanlike manner, and to harvest all crops in a timely fashion. In the event Tenant fails to do so, Landlord reserves the right, by himself or designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent.

6. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1, of the year following provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$_____ per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. CARE OF SOIL. Tenant agrees to distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant further agrees not to remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Weed Control Chemicals	0	100
(4) Pest Control Chemicals	0	100
(5) Weed Spraying, Weed or Pest	0	100
(6) Other	0	100

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be borne as follows:

0 % Landlord 100 % Tenant.

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished at the expense of Tenant or may be planted upon the Real Estate.

12. CARE OF TREES, SHRUBS AND GRASS. Tenant agrees to preserve and keep from injury all trees, vines and shrubbery that are now or may be planted upon the Real Estate.

13. WEED CONTROL. All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant, at Tenant's expense. Tenant shall timely cut or spray with herbicide weeds in fence rows.

14. FURNISHING AND CLEANING SEED. Cleaned seed shall be furnished as follows:

0 % Landlord 100 % Tenant.

15. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvesting of crops. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding and making repairs, or for other reasonable purposes.

16. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other shall have the right to pursue the legal and equitable remedies to which it is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

17. LANDLORD'S LIEN AND SECURITY INTEREST. Tenant agrees as an element of this Lease to waive and relinquish any rights of exemption to any of Tenant's personal property located on the Real Estate from sale or seizure under distress or execution on property that he holds at the time of the execution of this Lease or thereafter acquires as this exemption applies to any claim of Landlord against Tenant resulting from any violation of any term of this Lease. Tenant grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien on all Tenant's exempt and non-exempt personal property kept or used on the Real Estate including, but not limited to, all crops growing or grown on the Real Estate, as security for all sums due or which will become due from Tenant to Landlord. At Landlord's request, Tenant shall provide Landlord with a list of potential buyers of the crops grown on the Real Estate and shall sign financing statements prepared by Landlord to perfect Landlord's liens and security interests. If a list of potential buyers is requested by Landlord, Tenant shall not sell any crops grown on the Real Estate to a buyer who does not appear on the list.

20. REPAIRS. Tenant agrees to maintain the Real Estate, including hedges and fences, in good and proper repair. Landlord agrees to furnish necessary materials for repairs that Landlord deems necessary, and shall furnish the materials within a reasonable time after being notified of the need for repairs. Tenant agrees to haul the materials to the repair site without charge to Landlord.

21. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord.

22. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant agrees that Tenant will take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

23. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program by the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant

24. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

27. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

28. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

29. CONSTRUCTION. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.

31. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address. The notice provisions of this Section 31 shall not apply to the notice of termination set forth in Section 6. The notice of termination is specifically governed by the Code of Iowa.

32. ADDITIONAL PROVISIONS. Tenant will keep all areas mowed around buildings excluding the lawn around the house.

33. This lease is subject to Court approval.

DATED: 10-2-92
TENANT: Kenneth Brooks
Kenneth Brooks
Kenneth Brooks

LANDLORD: Paul Dean Varnum
Paul Dean Varnum
Paul Dean Varnum, Conservator for
Minnie Paulson

STATE OF IOWA

COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____

to me known to be the identical persons named in and who executed the foregoing Lease and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

[ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

Attachment to Farm Lease - Cash or Crop Shares

Legal Description:

All that portion of the Southeast Quarter (SE 1/4) lying north of the South Boundary of the abandoned Iowa Central Railroad right-of-way in Section Seven (7), in Township Eighty-five (85) North, Range Twenty-three (23) West of the 5th P.M. EXCLUDING the house and buildings and EXCLUDING part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa, including a portion of the abandoned Iowa Central Railroad right-of-way, all being described as follows: Commencing at the South 1/4 corner of said Section 7; thence N 0 degrees 47' 00" E, 905.37 feet along the West line of the Southeast Quarter of said Section 7 to the Southerly right-of-way of the abandoned railroad; thence S 72 degrees 27' 40" E, 52.22 feet along said Southerly right-of-way to the Easterly right-of-way of the relocated county road and the point of beginning; thence N 0 degrees 47' 00" E, 180.00 feet along said easterly right-of-way; thence S 89 degrees 13' 00" E, 206.38 feet; thence S 0 degrees 47' 00" W, 242.14 feet to the Southerly right-of-way of the abandoned railroad; thence N 72 degrees 27' 40" W, 215.53 feet along said right-of-way to the point of beginning, containing 1.00 acres.

ORDER APPROVING FARM LEASE filed October 22, 1992, states in part:

...That the Conservator is authorized to enter into the proposed farm lease between Paul Dean Varnum, Conservator for Minnie Paulson, Landlord, and Kenneth Brooks, Tenant, ...for the annual rent of \$13,550.00, with payment due in advance on March 1 of each year.

/s/ Judge of the Second Judicial District.

AMENDMENT TO INITIAL REPORT OF CONSERVATOR AND

INVENTORY filed November 30, 2000, states: Paul Dean Varnum, conservator of Minnie Paulson, hereby amends the Initial Report of the Conservatorship and Inventory filed in this conservatorship to correct the legal description of the Story County real estate listed on Schedule A as Item 1:

All that part of the SE $\frac{1}{4}$ lying North of the South boundary of the abandoned railroad right-of-way in Sec. 7-T85N-R23W of the 5th P.M., Story County, Iowa, EXCEPT Highway and relocated secondary road, AND EXCEPT Parcel 'A' in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 7-T85N-R23W of the 5th P.M., Story County, Iowa, as shown on 'Plat of Survey' filed in the office of the Recorder of Story County, Iowa, on the 9th day of November, 1990, and recorded in Book 9, at Page 198, AND EXCEPT land described in Instrument No. 98-10425 filed July 29, 1998, in Recorder's Office of Story County, Iowa.

The conservator further states that the ward has no right, title or interest in the real estate described as follows:

Land described in Instrument No. 98-10425 filed July 29, 1998, in the Recorder's Office of Story County, Iowa.

/s/ Conservator.

FINAL REPORT filed September 20, 2001.

ORDER APPROVING FINAL REPORT filed September 20, 2001.

.../s/ JUDGE OF THE SECOND JUDICIAL DISTRICT.