FILE NO. 601  RECORDING FEE 5 11.00  S TRANSFER FEE 5	FILED FOR RECORD THE DAY OF	STATE OF IOWA, WINNEBAGO COUNTY:  (c) Ann Dirtleson, Recorder  By Nouna Nelson Eliste
	Control Contro	98 SEP 11 PH 2: 16
		WINNEBAGO CO. AECORDER

Above Space Reserved for Recording Information

Lease No. 1412303101

## SEVERANCE AGREEMENT

THIS AGREEMENT is made this 10 day of Soptember , 1978 between the undersigned parties.

WHEREAS, Hawkeye Seven, Inc., an Iowa Corporation ("hereinafter Lessee") has applied to AgStar Farm Credit Services. ACA ("Lessor") for a lease on facilities described as follows:

(4) Confinement Buildings together with all equipment

("Facilities") which are located or to be located on the following described real estate in the County of Winnebago, State of Minnesota in which the undersigned have an interest ("Facility Site"):

That part of the NE¼NW¼, Sec. 35. T99N, R24W, Winnebago County, Iowa, described as follows: Commencing at the Northwest corner of said Sec 35: thence on an assumed bearing of North 90 degrees 00 minutes East, along the North line of said section, a distance of 1566.07 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence South 0 degrees 26 minutes 55 seconds East a distance of 825.00 feet to an iron monument; thence North 90 degrees 00 minutes East, a distance of 750.00 feet; thence North 0 degrees 26 minutes 55 seconds West, a distance of 825.00 feet to the North line of said section; thence South 90 degrees 00 minutes West, along said North line, a distance of 750.00 feet to the point of beginning.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in the Facility Site, do hereby agree as follows:

- 1. The Facilities shall remain severed from the Facility Site.
- 2. Even if attached to the Facility Site, the Facilities shall retain their personal character, shall be removable from the Facility Site, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Facility Site.
- 3. The Facilities shall not be subject to the lien of any secured transaction or instrument executed by Lessee heretofore or hereafter arising against the Facilities or Facility Site.

- 4. The Facilities may remain upon the Facility Site in their present or future location without charge for as long as Lessor continues to own the Facilities.
- 5. Lessor or its agents may have unlimited access to the Facility Site for the purpose of inspecting the Facilities or removing the Facilities in the event of Lessee's default or failure to exercise the purchase option upon termination of the lease.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first written above.

Hawkeye Seven, Inc., an Iowa Corporation	
Som & Keiler	
By: John E. Kerber, President	
By: Scott Unke, Secretary	_
jokele Adous	_
By Jill Kerber-Aldous, Treasurer	
STATE OF MINNESOTA ss.	
COUNTY OF Martin	
The foregoing instrument was acknowledged Kerber, President; Scott Unke, Secretary; and Jill Keran Iowa Corporation, on behalf of said corporation.	before me on <u>Q · 10</u> , 19 <u>98</u> by John E. ber-Aldous, Treasurer, of Hawkeye Seven, Inc.,
	Notary Public Public
DRAFTED BY:	reduity radiic
AGSTAR FARM CREDIT SERVICES, ACA	
105 South State St. Fairmont, MN 56031	DALLAS B SCHILLTS
rannont, with Jougi	NOTARY PUBLIC NUNNESOTA  NOTARY PUBLIC NUNNESOTA  V COMMISSA W EVERGE