LAND LEASE

THIS INDENTURE, Made and entered into this 18 day of February A. D. 1992

between Ruth C. Francois of the first part, and

Steven A. Francois & Camille E. Francois, husband and wife of the second part

Witnesseth: That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, has, by these presents, demised and leased to the party of the second part the following land, to-wit:

See attached legal description.

in the County of Delaware and State of Iowa, and containing about 350 acres.

To have and to hold the same to the party of the second part, for ~~one~~ five year from the 1st day of March A. D. 1992. And the party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part to pay the party of the first part, at Landlord's residence as rent for the same in the manner following, that is to say:

Total cash rent of $10,000.00 per year to be paid on or before the 1st day of March one year from the date of the beginning of each lease term, that is to say rent for the period commencing March 1, 1992 to February 28, 1993, shall be due and payable on or before March 1, 1993.

And the party of the second part covenants with the party of the first part, that at the expiration of the term of this lease he will yield up the possession of the above premises to the party of the first part without further demand or notice, in as good order and condition as when the same were entered upon by the party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

And it is further expressly understood and agreed between the parties hereto, as follows:

1st. The party of the second part covenants to farm said premises in a husband-like manner, and to raise the greatest amount of grain thereon the nature of the soil and the season will permit; and further to break up and improve as much of the waste land as may be in condition to plow.

2nd. The party of the second part shall haul and distribute upon the poorest soil on said premises all the manure and compost suitable to be used, such manure as is unfit for use to be left upon said premises; and further, not to burn any stalks, straw or stubble on said premises.

3rd. The party of the second part shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now or shall be planted on the premises, from injury by plowing, or from cattle, horses, sheep or otherwise; and further to keep said premises free from brush or burs, and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this lease.

4th. The party of the second part shall keep said premises, including the hedges and fences, in proper and necessary repair, [illegible] station such material as the

5th. And the party of the second part further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof; and if any grain raised on said premises during said term, shall be removed, or attempted to be removed, by any person or persons, before the payment of said rent, or if the party of the second part shall sell or attempt to sell said grain or produce, or any part thereof or if the same or any part thereof shall be claimed or attached, or levied upon by execution or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then, upon the happening of any of said contingencies, such rent shall immediately become due and payable, and the said party of the first part or his legal representatives shall have the right to enter upon said premises and to take possession of said grain, or wherever else the same may be found and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvest or gathering, to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest and gather and sell the same or any part thereof, at private or public sale, and to apply the proceeds thereof to payment of the expenses and costs of carrying out the provisions of this lease and the payment of the rent hereby reserved.

6th. The party of the first part reserves the privilege of plowing the stubble ground when the party of the second part may have secured the grain growth thereon; and further that the party of the first part, or his legal representatives, may enter upon said premises for the purpose of viewing, or of seeding and of making repairs.

7th. If said party of the second part shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall under let said premises, or any part thereof then the lease shall, at the election of the party of the first part, be null and void, and the party of the first part, or his legal representatives, shall have the right to take possession of said premises, using force as may be necessary, with or without process of law, and all damages growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

8th. The party of the second part hereby waives and relinquishes all rights of exemption from sale or seizure under distress of execution, that he now has or may hereafter have, by virtue of any law of this state exempting personal property from seizure and sale on execution or distress for rent and hereby gives the party of the first part full power, authority and right to take and seize any personal property, whether exempted by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.

9th. The party of the first part shall have, and is hereby given, as security for payment of the rent provided for in this lease and advancements made hereunder and for the faithful performance of all the covenants herein contained, in addition to the lien given by law, a lien upon all the property of the party of the second part, whether exempt from execution or not, brought, kept or raised on said premises.

10th. The party of the second part further agrees to pay and discharge all costs and attorney fees and expenses that shall arise from enforcing any of the covenants of this lease by the party of the first part.

Parties of the Second Part shall make all necessary repairs and do all necessary maintenance at their expense.

See reverse side for Option to Purchase.

In witness whereof, we have hereunto set our hands and seal, the day and year first above written.

Witness for party of the first part.

Witness for party of the second part.

Ruth C. Francois
Ruth C. Francois

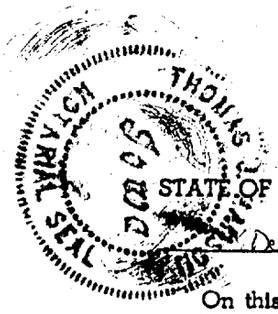
Steven A. Francois
Steven A. Francois

Camille E. Francois
Camille E. Francois

FILE No. 162-2242
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 18 DAY OF February, 1992 AT 2:52 O'CLOCK P. M. BOOK 3 PAGE 18

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc. CM 31



STATE OF IOWA, }
Delaware County, } ss.

On this 18th day of ~~January~~ Febraury A. D. 19 92 before me

_____ a Notary Public within and for said

_____ County, Iowa, personally appeared _____

Ruth C. Francois and Steven A. Francois & Camille E. Francois,

husband and wife,

to me known to be the identical person s named in and who executed, and whose

name s are affixed to the foregoing instrument as grantor and acknowledged

the signing and execution of same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day last above written.

Thomas J. Hanson

Thomas J. Hanson
Notary Public in and for Delaware County, Iowa

OPTION TO PURCHASE:

As additional consideration for the Lease Agreement the Party of the First Part grants unto the Parties of the Second Part an exclusive option to purchase the real estate described herein at any time during the lease term, with said option to expire on March 1, 1997. Provided however, in the event of the death of the Party of the First Part during the lease term said option shall be exercised within six months of the date of the First Party's death. The purchase price shall be $200,000.00 which at Second Parties option may be paid in cash or on contract. If on contract Second Parties agree to pay 10% of the purchase price down with the balance to be carried on a ten year contract. The interest rate and the amount of principal payments to be made for each year during the contract term shall be agreed upon by the parties at the time of exercising said option. Second Parties shall give sixty days written notice to First Party in the event that they desire to exercise the option granted herein.

Second Parties have constructed a four bay finishing house on the premises. In the event of the death of the First Party prior to exercise of option by Second Parties, Second Parties shall be reimbursed the then fair market value of said finishing house not to exceed $50,000.00.

162-2242

LAND LEASE

BETWEEN

RUTH C. FRANCOIS

AND

STEVEN A. FRANCOIS & WIFE

STATE OF _____ County, } ss.

Filed for record this _____ day of _____ A. D. 19__ at _____ o'clock M., and recorded in Book _____ of _____ on page _____

_____ Recorder

By _____, Deputy

Recording Fee, $_____ Paid

Legal Description

The South sixteen (16) rods of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Ninety (90) North, Range Six (6), West of the 5th P.M.; the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), and a piece of land described as commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Seventeen (17) and running thence West eight (8) rods, thence North fifteen (15) rods, thence East eight (8) rods, thence South fifteen (15) rods to the place of beginning, all in Township Ninety (90) North, Range Six (6), West of the Fifth P.M. except that part of said Section Seventeen (17) being two and one-fourth acres described as commencing twenty (20) rods West of the Northeast corner of said North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section Seventeen (17), running thence South twenty (20) rods, thence East two (2) rods, thence South twenty (20) rods, thence West ten (10) rods, thence North forty (40) rods, thence East eight (8) rods to the place of beginning, and further excepting that part of said Section Seventeen (17) conveyed to Earl J. Weston, pursuant to Warranty Deed recorded in Book 86, Page 183 of the records of the Delaware County Recorder; and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and the East one-quarter (E 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Ninety (90) North, Range Six (6), West of the Fifth P.M.; the Northeast Quarter (NE 1/4) except a strip one (1) rod wide off the West side of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section Twenty (20) and further excepting that part thereof conveyed to Earl J. Weston pursuant to Warranty Deed recorded in Book 86, Page 183 of the records of the Delaware County Recorder; and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the North one-half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty (20), except the North one-fourth (N 1/4) acre of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section Twenty (20), all in Township Ninety (90) North, Range Six (6), West of the Fifth P.M. in Delaware County, Iowa, all of the above subject to highways and easements of record.