REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of the 10/05/1992 (Date), by and between M & R REALTY ("Landlord"), and KENNY MILLER ("Tenant"). The parties agree as follows:

met 1. Premises. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant THE SILL BUILDING (the "Premises") located at 301 N FRANKLIN STREET, MANCHESTER, IA 52057. **SEE EXHIBIT A FOR LEGAL DESCRIPTION**

2. Term. The lease term shall commence on 11/01/1992 and shall terminate on 10/31/1997.

3. Lease Payments. Tenant shall pay to Landlord lease payments of $500.00, payable in advance, on the FIRST day of each month. Such payments shall be made to the Landlord at RFD2, BOX 94, MANCHESTER, IA 52057 as may be changed from time to time by Landlord.

4. Late Payments. Tenant shall also pay a late charge equal to $25.00 for each payment that is not paid within 10 days after the due date for such late payment.

5. Possession. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

6. Use of Premises. Tenant may use the Premises only AS A VETERINARY CLINIC. The Premises may be used for any other purpose only with the prior written consent of Landlord.

7. Maintenance. Tenant shall have the obligation to maintain the Premises in good repair at all times. This obligation shall include maintenance of:

   a. the parking lot, driveways, and sidewalks including snow and ice removal

   b. all other items of maintenance

   c. MOWING

   d. and all other items of maintenance not specifically delegated to Landlord under this Lease.

Landlord's obligation for maintenance shall include all maintenance and repair items with respect to:

   a. the roof, outside walls, and other structural parts of the building

FILE No. 228-1156
RECORDING FEE $ 25.00
TRANSFER FEE $
FILED FOR RECORD THE 8 DAY OF Oct, 1992 AT 1:08 O'CLOCK P.M. BOOK 3 PAGE 174
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc, CM 31

b. the sewer, water pipes, and other matters related to plumbing

c. the electrical wiring

d. the air conditioning system

e. the heating system

8. Access by Landlord to Premises. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

9. Utilities and Services. Tenant shall be responsible for all utilities and services in connection with the Premises.

10. Property Insurance. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

11. Liability Insurance. Tenant shall maintain public liability insurance with personal injury limits of at least $200000.00 for injury to one person, and $500000.00 for any one accident, and a limit of at least $100000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

12. Indemnity Regarding Use of Premises. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

13. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

formaldehyde Insurance

14. Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

a. Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

b. Personal Taxes. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

15. Destruction of Condemnation of Premises. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal business manner, and if the damage is reasonably reparable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $40000.00, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damage is not reparable within sixty days, or if the cost of repair is $40000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

16. Defaults. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

17. Cumulative Rights. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

18. Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: M & R REALTY
RFD 2, BOX 94
MANCHESTER, IA 5207

Tenant: KENNY MILLER
X
ANAMOSA, IA 52205

Such address may be changed from time to time by either party by providing notice as set forth above.

19. Entire Agreement/Amendment. This Lease Agreement contains

the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

20. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. This lease shall automatically renew unless either party gives written notice of the termination no later than 60 days prior to the end of the term.

22. If this lease automatically renews, it shall be for one additional period of 5 years on the same terms as this lease except for the monthly lease payment as stated below.

23. The monthly lease payment shall be increased by an amount determined by the % increase in the consumers price index from 10/01/92 to 9/30/92 for all areas multiplied by $500.

24. Each year starting with the November 1, 1993 rent payment an additional amount shall be paid for 1/12 of the increase of the annual property taxes over $496.00.

The parties hereby make this Lease Agreement effective by signing as shown below.

LANDLORD 1:
M & R REALTY

By: Michele L Tiemens, Partner
MICHELE L TIEMENS PARTNER

TENANT 1:
KENNY MILLER

By: Kenneth A. Miller

KENNETH A. MILLER

State of Iowa

ss:

County of Delaware

This instrument was acknowledged before me on October 8, 1992 by Michele L. Tiemens as Partner of M & R Realty.



Patricia L. Salow

Patricia L. Salow, Notary Public

STATE OF IOWA,

ss:

COUNTY OF DELAWARE

On this 8th day of October, A.D. 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth A. Miller to me 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.



Patricia L. Salow

Patricia L. Salow, Notary Public in and for said County and State

My Commission expires: November 26, 1992

Exhibit A

South forty four (44) feet of Lot Twenty Five (25), Manchester, Iowa; same being a part of the South West quarter of South East quarter of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian.