FCSM 5125 (4-94)

Farm Credit Services

TENANT'S WAIVER AND SUBORDINATION

Date: May 10th, 1994

Customer: Wilson Bros. Farm Corporation, Ltd. Account No: 65630

I/We hereby certify:

I/We am occupying, as tenant(s) in possession, the following described real estate in Clayton and Delaware Counties, Iowa:

	Sec.	Twp.	Rg.
S 1/2 ----------	34		
SE 1/4 SE 1/4 ----------	33		
		91N	3W 5th P.M.

All in Clayton County, Iowa.

E 27 acres of the W 1/2 NW 1/4; E 1/2 NW 1/4; NE 1/4 ----------	3		
W 1/2 NW 1/4; NE 1/4 NW 1/4; W 15.05 acres NW 1/4 NE 1/4; W 1/2 SE 1/4 NW 1/4 --------	2		
E 1/2 NE 1/4 NE 1/4 ----------	4		
		90N	3W 5th P.M.

All in Delaware County, Iowa.

Except those acres currently in the Timber Reserve.

My/Our possession is based on a written lease dated October 14, 1986.

I/We have no other right, title, interest, claim, or demand in or to the above real estate as tenant(s) under this lease, a copy of which is attached.

I/We further agree and understand that the above real estate has or will be pledged by the owners to Farm Credit Services of the Midlands, FLCA (Lender) by a mortgage/trust deed dated May 3, 1994,to secure a loan.

In consideration of, and to facilitate this loan, I/we agree that the mortgage/trust deed to the Lender is a first and prior lien and hereby subordinate my/our lease to the mortgage/trust deed in favor of the Lender. I/We do not release any right, title, claim, or demand in or to this real estate by virtue of my/our lease, but only subordinate and make junior the same to the above mortgage/trust deed.

Rick Wulfekuhle

Deanne Wulfekuhle

STATE OF Iowa)
) ss
COUNTY OF Delaware)

On this 10th day of May, 1994, before me, a Notary Public, personally appeared Rick Wulfekuhle and Deanne Wulfekuhle, husband and wife to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Jeanette K. Thein
Jeanette K Thein
Notary Public in and for said County and State

My commission expires 1-1-95.

JEANETTE K. THEIN
Iowa
NOTARIAL SEAL

DISTRIBUTION: *Original to loan file (after rcording, if required); copy to tenant(s).*

FILE No. 36-3457
RECORDING FEE $ 41.00
TRANSFER FEE $

FILED FOR RECORD THE 13 DAY OF May, 19 94 AT 2:06 O'CLOCK P. M. BOOK 4 PAGE 233

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

Iowa Stock Share Farm Lease

(Non-Partnership)

This agreement is made this 14 day of October 19 86 between Iowa Pro Ag Corp, for Wilson Brothers Farm hereinafter called the landlord and Rick and Deanne Wulfekuhle hereinafter called the tenant

SECTION I. DESCRIPTION OF FARM

In consideration of the rental specified below, the landlord hereby leases to the tenant the farm of 400 acres, more or less, known as the Wilson Brothers farm, located in Delaware & Clayton County, State of Iowa together with all the buildings and improvements upon it, subject to easements now existing or which the landlord may grant in the future.

The description of the farm is as follows: See exhibit "B"

Easements now in effect are as follows:

SECTION II. LENGTH OF LEASE

The term of this lease is from March 1 19 87 to March 1 19 88 and continuing thereafter from year to year unless either party gives written notice to the other, in a form in accordance with Iowa law, to terminate the lease. Such notice shall be given prior to September 1 of the lease year, or of the final year of the lease term in the event this lease is for a term longer than one year.

SECTION III. DIVISION OF INCOME AND EXPENSES

1. The tenant shall set aside and pay to the landlord as rent for the leased premises and as payment for the use of the landlord's share of the co-owned property, an amount equal to 50% percent of the gross income from the leased premises, except as otherwise provided in this lease. The gross income shall be understood to consist of the proceeds from the sale or exchange of all grain, livestock and other products produced upon the leased premises, including government payments as a result of USDA Farm Program participation. The landlord will receive all income from the rental of the second house on the farm.

2. The tenant may take from the undivided products sufficient milk, cream, eggs, poultry, up to -0- lbs. of pork and -0- lbs. of beef on a liveweight basis for consumption as needed by the farm family.

3. Expenses, including investments in personal property, shall be supplied by the landlord and tenant as follows; except as indicated in Section VII:

Investments in Personal Property	Furnished by Landlord	Furnished by Tenant
Beef cow herd		
Feeder cattle		
Hogs		
Sheep		
Dairy cattle	50	50
Poultry		
Machinery and equipment as follows:		
Farm Machinery		100
Milking Equipment	100	100
Bulk Tank	50	50
Generator		
Expenses		
Crop Expense		
Fertilizer	50	50
Lime	50	50
Seed	50	50
Insecticides	50	50
Herbicides	50	50
Crop insurance	Each his own	
Other crop supplies	50	50
Fuel—tractor	50	50
Fuel—truck		100
Fuel—crop drying	50	50
Fuel—other	See attachment	See attachment
Electricity		100
Telephone		
Livestock expense		
Feed purchased	50	50
Veterinary fees	50	50
Breeding fees	50	50
Medicines	50	50
Feed grinding and mixing		100
Other livestock supplies	50	50
General hired labor		100
Labor for maintenance—buildings		100
Labor for maintenance—fences		100
Materials for building maintenance		
Materials for fence maintenance	100	

Prepared by Everett Stoneberg, extension economist.

Cooperative Extension Service
Iowa State University
Ames, Iowa 50011

FM 1539 | Revised | April 1980

	Landlord	Tenant
Custom work		
Trucking crops, feed, livestock	50	50
Shelling—corn	See attachment	
Combining—oats	See attachment	
Combining—soybeans	N/A	
Other	See attachment	

	Landlord	Tenant
Insurance—buildings	100	
Insurance—co-owned property	Each his own	
Taxes—co-owned property	Each his own	
Taxes—real estate	100	
Interest—co-owned property	Each his own	
Other		

Neither landlord nor tenant shall have authority to bind the other in any contract with third parties. All expenses, costs and charges not listed in the above schedule shall be the responsibility of the tenant, except for charges and expenses relating to the real property.

SECTION IV. OWNERSHIP OF LIVESTOCK, FEED AND SUPPLIES

1. All livestock (except None) shall be owned in tenancy in common in equal undivided shares by landlord and tenant. Except as otherwise agreed in writing, no other livestock shall be kept on the farm. All feed and other supplies on hand at the beginning and during the terms of the lease shall likewise be owned in tenancy in common and in equal shares. This co-ownership shall be arranged by appraisal, prior to the beginning of the lease term, of the property contributed by each party. The party furnishing property of higher value shall be compensated by the other party to an amount sufficient to give equal co-ownership. If either party purchases any property to be added to the co-owned property, that party shall purchase it in his or her own name and upon his or her own account, and if the other party later approves, it is agreed that the purchaser will then resell a one-half interest therein to the other party.

2. In all matters involving the sale, mortgage or encumbrance of co-owned property, and incurring of expenses as described in paragraph 3 of Section III, neither party is authorized by this agreement to act without the consent of the other. Except as otherwise specifically provided, neither party shall purchase anything, nor make any contract, except in his or her own name and his or her own account. It is particularly understood and agreed that this is not a partnership agreement, nor is the relationship a partnership.

3. At the termination of the lease the co-owned property shall be divided as follows:

a. All hay, grain, silage and other feeds and all supplies co-owned including straw and other bedding materials shall be divided by measure or value, whichever is more equitable, with the landlord and tenant each receiving title to the respective shares.

b. The tenant shall divide each class of livestock, as cows, steers, calves, hogs and poultry, etc., into two groups and the landlord shall take a choice of the two groups of each. In case the groupings cannot be made of nearly equal value, a difference in monetary value shall be assigned before the choice is made and added to the choice.

c. If in connection with any of the co-owned classes of property the parties mutually agree to set aside the above described plan of division, it is agreed that the tenant shall set a value on the entire amount of the respective co-owned classes of property on the basis of which the tenant will either sell his or her undivided one-half interest or buy that of the landlord, at the option of the landlord.

d. If the parties mutually agree, the co-owned property may be disposed of by private or public sale arranged for that purpose at a reasonable time and place.

SECTION V. THE SYSTEM OF FARMING

A. Cropping Plan

The parties to this lease agree that in general the cropping program shall consist as nearly as is practicable of _____ acres in corn, soybeans or other row crops, _____ acres in small grain and _____ acres of tillable land in some soil conserving crop such as hay or pasture crops; not less than _____ acres shall be in permanent pasture. Insofar as is practicable _____ percent of land in small grain each year shall be seeded to some soil conserving crop such as agreed by both parties

B. Livestock Plan

The parties agree that as nearly as possible the plan will be to produce, maintain or feed as the case may be, the following numbers and classes of livestock: Dairy cattle; cows - 65, young cattle - 65

C. Other

SECTION VI. SYSTEM OF RECORDS, BANK ACCOUNTS, REPORTS AND SETTLEMENT

The dairy herd will be on DHIA and a set of records will be given to the first parties agent each month. Grade A milk regulations will be maintained for the dairy operation throughout the term of this lease. Accounts between the two parties shall be settled each month.

SECTION VII. FARM OPERATION

A. The tenant agrees

1. To manage and operate the farm in an efficient and husbandmanlike manner, following the cropping system, land-use practices and livestock program, indicated in Section V, and other tillage and husbandry recognized as the best in the community, and to provide such labor, machinery and equipment as shall be reasonably required for such management and operation, except as specified in Section III.
2. Personally to reside on the farm for the full period of the lease, unless the landlord gives written permission to move or to reside elsewhere.
3. To keep the premises in as good condition as their reasonable use will permit.
4. To plow or otherwise break up no permanent pasture, drainageways, grassed waterways, terraces or ditches without consent of the landlord.
5. To be aggressive in the control of noxious weeds, and to keep fence rows and roadsides cut or sprayed.
6. Not to sell, burn or otherwise destroy or remove from farm any hay, straw, crop residues grown on the farm except by permission of the landlord.
7. To haul out and spread upon appropriate fields on the farm all manure and compost at least once a year.

7. To haul out and spread

8. To take reasonable care of trees, vines and shrubs and use ordinary care to prevent injury to the same.

9. Not to cut or pasture perennial legumes after as agreed by the parties of each year this lease continues in force, providing the field is not to be cultivated the following year.

10. To avoid pasturing new seedings of grass and legumes beyond as agreed by the parties.

11. To avoid pasturing rotation field crops when the soil is very wet or muddy and damage thereto is likely to occur, and not overgraze pastures.

12. To keep a full account of all transactions in the matters that are mutually agreed upon by both parties as outlined in Section VI of this lease and to make those records available to the landlord at the intervals agreed upon. The records shall include full information on income, expense, inventory, feed, crop and livestock production on the farm. Settlement shall be made in the manner described in Section VI of the lease.

13. To assist in the establishment of grassed waterways as follows: as agreed by the parties

14. To assist in terracing the land as follows: as agreed by the parties

15. Peaceably to surrender possession and occupancy of the premises at the termination of the lease leaving premises in as good condition as he or she found them at beginning of the lease, reasonable allowance being made for ordinary wear and depreciation.

16. To participate in and fully comply with any program offered by the United States Department of Agriculture or any other government agency if such participation is elected by the landlord.

17. Not to sell or exchange any sand or gravel except by permission of the landlord.

18. Other None

B. The landlord agrees

1. To warrant and defend tenant's possession against any and all persons during the period of the lease.

2. To furnish the following amounts and types of equipment in addition to that specified in Section III: None

3. To make the following improvements and repairs, which shall be completed and ready for use on or before the date specified, barring delays due to unavoidable causes: None

4. To furnish materials reasonably necessary for repair and upkeep of buildings and improvements, including dwelling, barns, granaries, water systems, tiling systems and fences unless specified otherwise in Section III.

5. To repair or replace as soon as practicable buildings or other improvements essential to the operation of the farm that may be destroyed by fire, accident or other casualty; or to provide comparable facilities within a reasonable time except as may be agreed upon (state exceptions, if any): In the event the first party elects not to replace those improvements destroyed by fire, flood, or other cause this lease will be amended to conform with the changes deemed necessary at the ti

6. To assist in the control of noxious weeds as herein agreed: Landlord will furnish materials for noxious weeds and tenant will apply

7. To assist in establishing grassed waterways as follows: First Party to furnish seed and Second Party to furnish equipment and labor.

8. To assist in terracing land as follows: None

9. Other

SECTION VIII. COMPENSATION FOR IMPROVEMENTS AND REMOVAL OF FIXTURES

1. Emergency repairs costing less than $100 for each such repair and totaling no more than $100 annually may be made without consent of the landlord. Provided the tenant keeps all receipts for such expenditure and presents same to the landlord at the next rent-paying date, these items shall be deducted from rental payments due.

2. The tenant may apply limestone or commercial fertilizers, establish meadows and pastures, seed legumes for soil improvement and make repairs or improvements upon buildings, fences and water supply systems at the tenant's own expense and consistent with the terms of this lease. Provided written consent of the landlord shall have been obtained thereto in advance and provided these are improvements which cannot be removed when the tenant leaves the farm, the tenant shall receive from the landlord compensation for the unexhausted value of the improvements. To be eligible for such compensation, the value of the tenant's contribution, date of completion and rate of depreciation must have been agreed upon and entered in the schedule in paragraph 4 below, or in another written agreement signed by the landlord.

3. The tenant shall receive from the landlord compensation for the unexhausted value of other improvements provided the landlord's approval has been obtained prior to making the improvements and the method of determining such compensation has been properly entered in the schedule in paragraph 4 below, or in another written agreement signed by the landlord.

4. A value shall be placed on the tenant's contribution to improvements specified in paragraphs 2 and 3 above and entered in column 6 of the schedule. The rate of depreciation shall be entered in column 7. If the tenant leaves the farm before the end of the depreciation period, the landlord agrees to compensate the tenant for the unexhausted value of the improvement according to that part of the depreciation period not elapsed at the time the tenant leaves the farm.

(1) Type and location of improvement	(2) Date to be completed	Percent to be furnished by landlord and by tenant			(6) Value placed on tenant's contribution	(7) Rate of annual depreciation (percent)	(8) Signatures
		(3) Materials	(4) Labor	(5) Machinery or trucking			
		L T	L T	L T			

(Note: There is available from Iowa State University a larger form for this purpose. It is entitled "A Lease Supplement for Making Improvements on a Rented Farm," FM-1780.)

5. The tenant shall have the right to take away from the farm any movable buildings and fixtures placed upon the farm at the tenant's own expense. Such moving must be done within _____ days after the termination of the lease. The tenant must leave the premises from which such improvements are removed in as good a condition as they were before said removal or compensate the landlord for damages.

6. Each party shall present to the other all such claims for compensation in writing at the termination of the lease.

SECTION IX. COMPENSATION FOR DAMAGES TO THE FARM

At the end of the tenancy the landlord shall receive from the tenant a reasonable compensation for any damage to property for which the tenant is legally responsible. Damage caused by ordinary wear and depreciation or by forces beyond the tenant's control, such as but not limited to fire, tornado, windstorm and hail, shall not be recoverable.

SECTION X. RIGHT OF ENTRY AND NON-FULFILLMENT

1. The landlord hereby reserves the right to enter the premises at any reasonable time to inspect the property, and to work and make improvements as the landlord shall deem expedient, provided such entry and work on the part of the landlord or the landlord's agent does not interfere with the tenant in carrying out the regular farming operations.

2. If either party shall fail in any respect to carry out any of the provisions of this lease, then the other shall serve notice demanding redress within a specified period of time, and if redress is not given may hire the same done and the cost shall be paid by the party failing to carry out said provisions.

3. If the tenant fails to pay the landlord the rental share or commits any act of gross negligence or waste which the tenant is unable or unwilling to redress, a receiver may be appointed, at the request of either party, to take possession of the premises and all the property co-owned, and care for same until settlement can be made, which shall be done according to the terms of this lease.

SECTION XI. ARBITRATION

Any differences between the landlord and the tenant may be submitted to arbitration by one disinterested person agreeable to both, or by three disinterested persons, one of whom shall be selected by the tenant, one by the landlord and the third by the two thus appointed. If and when disputes are thus submitted, the decision of the arbitrator(s) shall be binding upon the parties to this contract.

SECTION XII. TRANSFER OF INTEREST

1. The parties agree not to assign, sublease or sublet any part of the premises without written consent of the other, provided that nothing herein contained shall bar or prevent sale or exchange of the premises by the landlord.

2. This lease shall be binding upon the heirs, legatees, devisees, representatives, assignees and successors in interest of the respective parties hereto.

SECTION XIII. OTHER PROVISIONS

See attached sheet for additional provisions.

Executed in duplicate on the date first above written:

Rick Wulfekuhle — Tenant

Deanne Wulfekuhle — Spouse

Iowa Pro Ag Corp., as agent for Landlord
Wilson Brothers Farm Trust
By: Craig Johnson, Farm Manager — Spouse

State of Iowa, _____ County ss:

On this _____ day of _____, A. D. 19____ before me, the undersigned, a Notary Public in said State, personally appeared _____

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.

_____, Notary Public

EXHIBIT "B"

THE SOUTH ONE HALF (S½) OF SECTION THIRTY-FOUR (34), and THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-THREE (33), ALL IN TOWNSHIP NINETY-ONE (91) NORTH, RANGE THREE (3) WEST OF THE 5th P.M., CLAYTON COUNTY, IOWA.

AND

THE EAST TWENTY-SEVEN (E27) ACRES OF WEST ONE-HALF (W½) of NORTHWEST QUARTER (NW¼), THE EAST ONE-HALF (E½) OF THE NORTHWEST QUARTER (NW¼), THE NORTHEAST QUARTER (NE¼), ALL IN SECTION THREE (3), THE WEST ONE-HALF (W½) OF THE NORTHWEST QUARTER (NW¼), THE NORTHEAST QUARTER (NE¼) OF NORTHWEST QUARTER (NW¼), THE WEST 15.05 ACRES OF THE NORTHWEST QUARTER (NW¼) OF NORTHEAST QUARTER (NE¼), AND THE WEST ONE-HALF (W½) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼), ALL IN SECTION TWO(2), AND THE EAST ONE-HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION FOUR (4), ALL IN TOWNSHIP NINETY (90) NORTH, RANGE THREE (3) WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA.

EXCEPT those acres currently in the Timber Reserve.

LEASE ATTACHMENT SECTION III

1). Lime expense on the fields will be split 50/50 between First Party and Second Party. The lime that is spread on the fields will be amoritized over five years and if the Second Party leaves the farm before the five years is up the Second Party will be reimbursed for the portion unused.

2). Fuel expense will be split between the First Party and Second Party on a 50/50 basis for all fuel used for the Wilson Brothers Farm operations. The Second Party will furnish his own fuel for heating the house and his own personal transportation needs that do not enter into farm business.

3). First Party will pay Second Party the average Iowa State University custom shelling rate on 50% of the corn produced on the farm. The First Party will pay for no combining or picking expense.

4). First Party will pay Second Party one-third (1/3) of the average Iowa State University custom rate on oats combining on the oats produced and fed to livestock. No combining will be paid if the oats are sold off the farm.

5). The electricity used in the house will be paid by the Second Party at the rate of $50.00 per month and the farm use will be shared equally.

6). All hired fertilizer and chemical application charges will be paid one-third (1/3) by the First Party and two-thirds (2/3) by the Second Party. If the Second Party applies it the First Party will pay one-half (½) of the rental of the applicator.

7). First Party agrees to pay for all the twine for small conventional bales produced on the First Party's Farm. The First Party will also pay one-third (1/3) of the custom rate for large round bales or stacks of hay. First Party agrees to pay one-half (½) of baling charges for baling cornstalk residue.

8). First Party agrees to pay 50% of the costs using the average ISU custom rate for filling the pit silo.

9). All expenses for barn lime and whitewashing will be shared equally.

10). The costs of all normal and regular repairs and maintenance for equipment such as (barn cleaner, milking equipment, and ventilating equipment) will be shared equally. The replacement costs or major repairs of those items will be paid for by the First Party at the discretion of the First Party's agent. All material costs for normal repair and maintenance on buildings will be paid by the First Party and the Second Party shall provide the labor on these repairs that are deemed necessary by the agent of the First Party.

11). Conservation practices and minimum tillage will be used where practical.

COPY

CONTINUED

LEASE ATTACHMENT SECTION III

12). Participation in the farm program will be discussed between the Agent of the First Party and the Second Party with the agent of the First Party making the final decision.

13). The crop rotation, fertility, and chemical application rates (based on current soil tests) will be as agreed by the parties. All seed purchases will be as agreed by the parties.

14). If silage bags are used the First Party will furnish the bag and 40% of the filling the bag used on current Iowa State University custom rates for forage chopping.

Rick Wulfekuhle Tenant

Deanne Wulfekuhle Tenant

IOWA PRO AG CORP AS AGENTS
FOR WILSON BROS. FARM CORP.

By: Craig Johnson
Craig Johnson