THE IOWA STATE BAR ASSOCIATION
Official Form No. 135

ISBA# 03873 Moss, Heims & Casey Attorneys-at-Law
Dyersville, Iowa

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FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("lease") is made between Rosemary V. Steger, single and John J. Steger Trust ("Landlord"), whose address for the purpose of this Lease is 8th and Main, P.O. Box 747, Dubuque IA. 52007, and Marvin Heims and Gina Heims, husband and wife ("Tenant"), whose address for the purpose of this Lease is RFD 1, Strawberry Point, IA.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Delaware County, Iowa (the"Real Estate"): Approximately 43 acres partly located South of the road in the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section one (1) and also partly located North and East of a public road in the Northeast One-Quarter (NE 1/4) of Section twelve (12) all in Township Ninety North, Range 5 West of the 5th P.m. in Delaware County, Iowa.
and containing 43 acres, more or less, possession by Tenant to commence on March 1, 1994, and end on February28, 1995.

2. RENT. Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"):
Total cash rent of $5375 of which $2688 is due on date this lease is executed by the tenant and $2687 due on September 1, 1994. Thereafter the rent is due on March 1 and September 1 for any year to year extension of this lease.
All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct inwriting.

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated and directed by Landlord. Tenant shall only be entitled to pasture or plow those portions of the Real Estate designated by Landlord.

4. 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 $ 100 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

~~Phosphate and potash for oats or beans shall be allocated~~ ~~% to the first year and~~ ~~% to the second year, and on all other crops allocated~~ ~~% the first year and~~ ~~% the second year~~. Lime and trace minerals shall be allocated over 5 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Unless specifically stated otherwise in writing by an addendum to this Lease, Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals. See par. 33 of additional provisions to lease.

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be borne as follows: none % Landlord 100 % Tenant.

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished at the expense of tenant.

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:
none % Landlord 100 % Tenant

FILE No. 36-3475
RECORDING FEE $ 21.00
TRANSFER FEE $

FILED FOR RECORD THE 17 DAY OF May, 1994 AT 12:43 O'CLOCK P. M. BOOK 4 PAGE 234

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc. CM 31

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. DELIVERY OF GRAIN.** Landlord's share of grain shall be delivered to the following elevator:~~

~~**18. LANDLORD'S SHARE OF CROPS.** Landlord's share of crops shall be ~~XXXXXXXXXXXXXX~~ % of all crops grown on the Real Estate.~~

19. 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 his 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 n. States Department of Agriculture for crop production control or soil conservation shall be Landlord's option. Payments form participation in these programs shall be divided none % Landlord 100 % Tenant

24. WELL, WINDMILL AND WATER SYSTEM. Tenant agrees to maintain all well, windmill and water systems on the Real Estate in good repair at Tenant's expense except such damage caused by windstorm or weather. This Lease includes no guarantee, either expressed or implied, by Landlord relative to continuous or adequate supplies of water for the Real Estate.

25. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

26. 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. TELEVISION AND RADIO ANTENNAS.** Tenant shall not have the right to install any antennas without Landlord's written consent. Landlord reserves the right to remove any antennas placed upon the Real Estate by Tenant.~~

30. CONSTRUCTION. Words and phrases herein, including the acknowledgment, 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. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof.

33. ADDITIONAL PROVISIONS.

See additional provisions attached and by this reference made a part of this lease.

Dated APRIL 29, 1994

John J. Steger Trust, Landlord

By: Rosemary V. Steger
Rosemary V. Steger - Trustee

Bruce G. Rehmke
Bruce G. Rehmke - V.P & Trust Officer, Trustee
Dubuque Bank & Trust

Paul J. Peckosh
Paul J. Peckosh - Sr. Vice President - Trust, Trustee
Dubuque Bank & Trust

DATED: May 12 1994

TENANT:

Marvin D. Heims
Marvin Heims

Gina Heims
Gina Heims

LANDLORD:

Dated: APRIL 29, 1994

Rosemary V. Steger
Rosemary V. Steger - Landlord

STATE OF IOWA, COUNTY OF DUBUQUE, ss.

On this 29 day of April, 1994, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Rosemary V. Steger 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.

Kenneth L. Moss
KENNETH L. MOSS
Notary Public in the State of Iowa

[ATTACH OTHER APPROPRIATE ACKNOWLEDGMENT(S) HERE]

ADDITIONAL LEASE PROVISIONS

33. Lime and Trace Materials: TENANT cannot apply lime and trace materials on the premises leased herein without prior written consent from LANDLORD.

34. Showing for Sale: LANDLORD (or their agents or legal representatives) hereby reserve the right to enter upon the property leased herein at any time during the existence of this lease, without the necessity of notice to TENANT for the purpose of showing the property to interested parties for sale or lease.

35. This lease is not intended to exist on or apply to real estate previously conveyed by Warranty Deed to Gregory Deutmeyer and Joan Deutmeyer, husband and wife as joint tenants with full rights of survivorship and not as tenants in common dated the 15th day of April, 1994, and filed in the Delaware County Recorder's Office in Manchester, Iowa, on the 20th day of April, 1994, in Book 133, nor is it intended to exist on or apply to real estate conveyed by Warranty Deed to David Kirby dated March 30, 1994, and recorded in the Delaware County Recorder's Office in Manchester, Iowa, on April 20, 1994, in Book 133.

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Dubuque COUNTY, ss:

On this 12th day of ~~April~~ May, A.D. 19 94, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin Heims & Gina Heims, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.

Shadeen A. Burkenstadt, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 173
Revised February, 1989
This Printing January, 1990

(Section 558.39, Code of Iowa)

Acknowledgment: For use in case of natural persons acting in their own right

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Dubuque COUNTY, ss:

On this 27th day of April, 19 94, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce C. Rehmke and Paul J. Peckosh to me personally known, who, being by me duly sworn, did say that they are the V.P. & T.O. and Sr. V.P.-Trust of Dubuque Bank & Trust, respectively, of the corporation executing the foregoing instrument; that ~~(no seal has been procured by)~~ (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and Bruce C. Rehmke and Paul J. Pechosh acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Raye Ann Downs, Notary Public in and for said State.

RAYE ANN DOWNS
MY COMMISSION EXPIRES
1-14-96

IOWA STATE BAR ASSOCIATION
Official Form No. 180 (Trade-Mark Registered, State of Iowa, 1967)
This Printing January, 1986

(Section 558.39, Code of Iowa)

Acknowledgement: For use in the case of a corporate fiduciary

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Dubuque COUNTY, ss:

On this 27 day of April, 19 94, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rosemary V. Steger, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Kenneth L. Moss
KENNETH L. MOSS, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 176 (Trade-Mark Registered, State of Iowa, 1967)
This Printing January, 1986

(Section 558.39, Code of Iowa)

Acknowledgement: For use in the case of an individual fiduciary