DELAWARE COUNTY IOWA
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BOOK 8 PAGE 132
DEBORAH L. PEYTON
DELAWARE CO RECORDER
11.00

Preparer information: Susan B. Garner 2680 Hwy. #13, Manchester, Iowa 927-3796

This lease is made between R. & S. Garner Farms, Inc. (Landlord") whose address for the purpose of this lease is 2680 Hwy. #13, Manchester, Iowa 52057, and Rick Mormann and Cindy Mormann ("Tenant") whose address for the purpose of this lease is 2534 212th St. Earlville, Iowa 52041.

THE PARTIES AGREE AS FOLLOWS:

PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Delaware County, Iowa (the "Real Estate"):

The Southwest Quarter and all that part of the Southeast Quarter lying and being West of the Railroad right of way as now located over and across said quarter section, all in Section Thirty 30, in Township Eighty-eight (88) North, of Range Five (5) West of the 5th P.M., save and except that portion of said premises described as follows: Commencing at the point where the West line of said Railroad right of way intersects the North line of the Northwest Quarter of said Southeast Quarter and running thence West Two and one-half (2 1/2) Rods, thence South Sixteen (16) rods, thence East to said West line of said Railroad right of way and thence North along said West line of said Railroad right of way to the place of beginning.

The above Real Estate contains 180 Acres of Cropland with 15.2 Acres in the Conservation Reserve Program of which the payment is made to the Landlord. Therefore the crop share portion of said Real Estate will consist of 165.3 Acres. The Tenant takes possession of cropland on March 1,1999 and this lease shall automatically renew from year to year upon the same terms unless either party gives due and timely written notice to the other of an election not to renew this lease. All notices of termination of this lease shall be as provided by law.

CROP SHARE AGREEMENT: Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by the landlord. All necessary machinery and equipment as well as labor shall be furnished by the Tenant. The following materials shall be acquired by the Tenant and paid for by the parties as follows:

1. Commercial Fertilizers Cost share 50/50.
2. Herbicides and Insecticides Cost share 50/50.
3. Seeds Cost share 50/50.

Tenant shall comply with all terms of the conservation plan and any other environmental plans for leased property. The Landlord and Tenant shall together determine the fertilizer and crops to be planted for each specific field. Tenant shall not remove from real estate nor burn any straw, stubble, or similar plant materials. Tenant shall also comply with Federal, State and Local government environmental laws concerning application of chemicals and fertilizers. Tenant agrees any chemicals used shall be applied at levels not to exceed recommendations.

It is agreed that the Landlord and Tenant shall share equally in any crop damages executed by Alliance Pipeline. Damages to the Tenants equipment shall be paid to the Tenant.

Cindy S. Mormann Pres.
R. & S. Garner Farms, Inc.
by Cindy S. Mormann, President

Oct. 26, 98
Date

Ricky J. Mormann
Rick J. Mormann, Tenant

Cindy S. Mormann
Cindy S. Mormann, Tenant

STATE OF IOWA, Delaware COUNTY, ss:

On this 26 day of October, A.D. 19 98, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cindy S. Mormann and _____, to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of said corporation executing the within and foregoing instrument **to which this is attached,** that (no seal has been procured by the said) corporation; that said instrument was signed ~~(and sealed)~~ on behalf of (~~the seal affixed thereto is the seal of said~~)

said corporation by authority of its Board of Directors; and that the said Cindy S. Mormann and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Dorothy A. Palmer
Dorothy A. Palmer, Notary Public in and for said County and State.

IOWA STATE BAR ASSOCIATION
Official Form No. 112 (Trade-Mark Registered, State of Iowa, 1967)
Current January, 1981

(Sections 558.38 and 558.39, Code of Iowa)

STATE OF IOWA, Delaware COUNTY, ss:

On this 26 day of October, A.D. 19 98, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rick J. Mormann & Cindy S. Mormann, 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.

Dorothy A. Palmer
Dorothy A. Palmer, Notary Public in and for said State.

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

(Section 558.39, Code of Iowa)

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