LOUIS ZUMBACH
558 MONTICELLO ROAD
DOLGON, IA. 52218

Book 2008 Page 2482

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Eldon L. McAfee, 321 E. Walnut, Suite 200, Des Moines, Iowa 50309 515-237-1188

MANURE APPLICATION AGREEMENT

Louis J. Zumbach ("Landowner") with Debra Zumbach, spouse, and Michael F. Loecke and Megan A. Loecke ("Producer") agree as follows:

Producer shall supply manure to Landowner for application on Landowner's farmland. Producer shall be responsible for application of manure from the confinement feeding operation located on land described on the attached Exhibit "A" to the land owned by the Landowner described on the attached Exhibit "B". A map showing the location of the confinement feeding operation and Landowner's land available for manure application is attached as Exhibit "C". The points noted on the attached Exhibit "C" as points of ingress and egress shall be used to apply manure. The number of acres of Landowner's land available for application of manure is listed in manure plan.

1. Term and Termination. This agreement shall be for an initial term of 10 years beginning on August 1, 2008. The agreement shall continue after the end of this period, under the same terms and conditions, for additional one year periods unless terminated in writing by Landowner at least sixty days prior to the scheduled termination.

The agreement shall terminate prior to the scheduled termination date only if (1) the Producer breaches the terms of the Agreement by ceasing to produce livestock at the location specified for a period of six months or more; (2) the Landowner refuses or fails to remove the manure and apply it to the designated land in a timely manner; or (3) upon any other breach or violation of the terms of the Agreement by any party. Termination under either this paragraph shall occur only if the non-breaching party desiring to terminate the lease provides written notice of the breach to the breaching party. The breaching party shall have 30 days from the date of notice to correct the breach or violation. If the breach or violation is corrected within this period of time, or if the non-breaching party does not provide written notice of the breach or violation to the breaching party, the Agreement shall not terminate.

2. Rights To Manure: Landowner shall have the right to all of the actual manure output of the confinement feeding operation located on land described on the attached Exhibit "A" each year. Producer may apply the manure to land other than Landowner's land only upon Landowner's advance written consent.

3. Time of application. Manure shall not be applied between the time crops are planted and harvested or when the Landowner determines that soil conditions exist which would result in manure application being detrimental to crop production. Producer shall give the Landowner at least 48 hours notice when manure is to be applied to the land.

4. Application. Landowner shall be responsible for obtaining the services of a commercial manure applicator to timely apply manure in accordance with Producer's manure management plan. Producer shall pay for all cost of application of manure to Landowner's land.

5. Regulations, permits and manure management plan. Producer shall be responsible for obtaining and complying with government permits required for the confinement feeding operation and application of manure from the operation. Producer shall be responsible for application of manure in compliance with applicable law or regulations, including Producer's manure management plan. Landowner shall cooperate with Producer as necessary to obtain required permits.

If requested by Producer, Landowner shall keep and provide Producer with annual crop yield records, beginning three crop years before the date of this agreement if such records are available. Landowner shall keep and provide Producer with records of nutrient applications other than Producer's manure, including commercial fertilizer and manure.

Pursuant to Iowa law, manure cannot be applied on cropland within 200 feet of a known sinkhole, cistern, abandoned well, unplugged agricultural drainage well, agricultural drainage well surface inlet, drinking water well, lake, farm pond, privately owned lake, watersource (creeks and other such water bodies as defined by Iowa law), major watersource (rivers and other navigable waters as defined by Iowa law, or designated wetland (as defined by Iowa law)(these areas are collectively referred to as "designated areas") or within 800 feet of a "high quality water resource" as designated by Iowa law, unless the manure is injected or incorporated on the same date of application or the land has permanent vegetation within 50 feet of the water source (manure cannot be applied within the 50 feet). Landowner shall note any designated area or high quality water resource on the map attached to this Agreement. Landowner shall also advise Producer in writing of any known dangers existing on the land. Such list shall be attached to and made part of this Agreement.

Pursuant to Iowa law, manure shall not be land surface applied without incorporation within 24 hours within 750 feet of a residence, business, church, school, or public use area (including a cemetery).

6. Level of soil nutrients. Producer shall apply manure in compliance with the manure management plan. In addition, manure shall be applied to maximize soil fertility of other soil nutrients and prevent buildup of those nutrients or trace elements, based on soil tests conducted by a reputable soil test service at the expense of Landowner. If soil tests show nutrient levels in

excess of soil test recommendations, application of manure on those specific fields shall be limited to crop utilization rates until subsequent soil tests show nutrient levels are reduced to acceptable levels. However, such a determination shall not by itself result in termination of the agreement.

Nutrient applications other than the Producer's manure, i.e., commercial fertilizers and manure from other sources, shall supplement and not replace the Producer's manure applications. Landowner shall not apply nutrients from other sources in excess of amounts allowed in Producer's manure management plan.

7. Consideration. Other than the cost of application to be paid by Landowner, Landowner shall not be required to pay Producer for manure to be provided under this Agreement.

8. Binding Effect. This agreement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, personal representatives, and successors of each party.

9. Assignment. This agreement shall not be assigned by either party without the express prior written consent of all parties.

10. Limitation of liability and indemnification. Each party shall indemnify, defend and hold harmless the other parties from all costs, losses, liabilities, claims, penalties or expenses (including reasonable attorney's fees) imposed upon or incurred by or asserted against the party by reason of: a) any failure on the part of any other party to perform or comply with any of the terms of this agreement, b) any enforcement or remedial action taken by the party in the event of a failure to perform or comply with the terms of this agreement by any other party; or c) any litigation, negotiation or transaction in which the party becomes involved or concerned (without that party's fault) respecting the agreement, the described premise or the use or occupancy thereof by any other party. Without limitation of the preceding sentence, Producer expressly agrees to hold harmless and indemnify, including reasonable attorney's fees, Landowner for (1) any nuisance, trespass, negligence, or other action brought by a third party involving unreasonable interference with that party's reasonable use and enjoyment of their land caused by the application of manure on Landowner's land; or (2) any action brought by a third party for discharges of manure, no matter the cause or source, which may occur.

11. Warranty. Producer warrants, represents, and guarantees that the manure will be fit for providing nutrients for crop production at a level equivalent to standard values in the industry for swine manure at the time this Agreement is entered into and that the manure will be beneficial to the land and crops.

12. Entire agreement. This agreement constitutes the entire agreement between the parties; and it supersedes all negotiations and other discussions prior to and after the execution of this agreement.

13. Amendments. No amendment of the terms of this agreement will be effective unless made in writing and signed by the parties. The waiver of a provision of this agreement will not be deemed a waiver of future compliance with this agreement.

14. Severability. In the event any provision of this agreement is held unenforceable, in whole or in part, the remaining provisions of this agreement will not be affected thereby unless the unenforceable provision materially alters the rights of either party and it is impossible to adjust for the unenforceable provision.

15. Changes in Agreement Terms. The conduct of either party by act or omission shall not be construed as a material alteration of this agreement until such provision is reduced to writing and executed by all parties as an addendum to this agreement.

16. 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. The captions and headings of the paragraphs of this agreement are for convenience only and are not to be used to interpret or define the provisions thereof.

17. Notices. The notices contemplated in this agreement shall be made in writing and shall be delivered either in person or mailed by the U.S. Postal Service by registered mail return receipt requested to the recipient's last known mailing address.

LANDOWNER:

Louis J Zumbach — 8-4-08
Louis Zumbach — Date

Debra J Zumbach — 8-4-08.
Debra Zumbach — Date

PRODUCER:

Michael F. Loecke — 8-4-08
Michael F. Loecke — Date

Megan A Loecke — 8-4-08
Megan A. Loecke — Date

STATE OF IOWA, COUNTY OF Jones)ss:

SUBSCRIBED and sworn to me, a Notary Public in and for the State of Iowa, by the said Louis Zumbach, spouse of Debra Zumbach, on this 4 day of August, 2008.

Notary Public in and for the State of Iowa

ROBERT F. SHIMANEK
Commission Number 402470
My Commission Expires
2-15-09

STATE OF IOWA, COUNTY OF Jones)ss:

SUBSCRIBED and sworn to me, a Notary Public in and for the State of Iowa, by the said Debra Zumbach, spouse of Louis Zumbach, on this 4 day of August, 2008.

Notary Public in and for the State of Iowa

ROBERT F. SHIMANEK
Commission Number 402470
My Commission Expires
2-15-09

STATE OF IOWA, COUNTY OF Jones)ss:

SUBSCRIBED and sworn to me, a Notary Public in and for the State of Iowa, by the said Michael F. Loecke, spouse of Megan A. Loecke, on this 4 day of August, 2008.

Notary Public in and for the State of Iowa

ROBERT F. SHIMANEK
Commission Number 402470
My Commission Expires
2-15-09

STATE OF IOWA, COUNTY OF Jones)ss:

SUBSCRIBED and sworn to me, a Notary Public in and for the State of Iowa, by the said Megan A. Loecke, spouse of Michael F. Loecke, on this 4 day of August, 2008.

Notary Public in and for the State of Iowa

ROBERT F. SHIMANEK
Commission Number 402470
My Commission Expires
2-15-09

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EXHIBIT A

1. PARCEL E A DIVISON OF PARCEL A IN SECTION THIRY-ONE (31), TOWNSHIP EIGHTY-SEVEN NORTH (87) RANGE FOUR WEST (4) OF THE FIFTH P.M. DELAWARE COUNTY IOWA. IN BOOK 2008, Page 1275

EXHIBIT B

1. THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼ SE ¼) OF SECTION THIRTY TWO (32) TOWHSHIP EIGHTY SEVEN NORTH (87) RANGE FOUR WEST (4) OF THE FIFTH (5^{TH}) P.M. DELAWARE COUNTY IOWA.

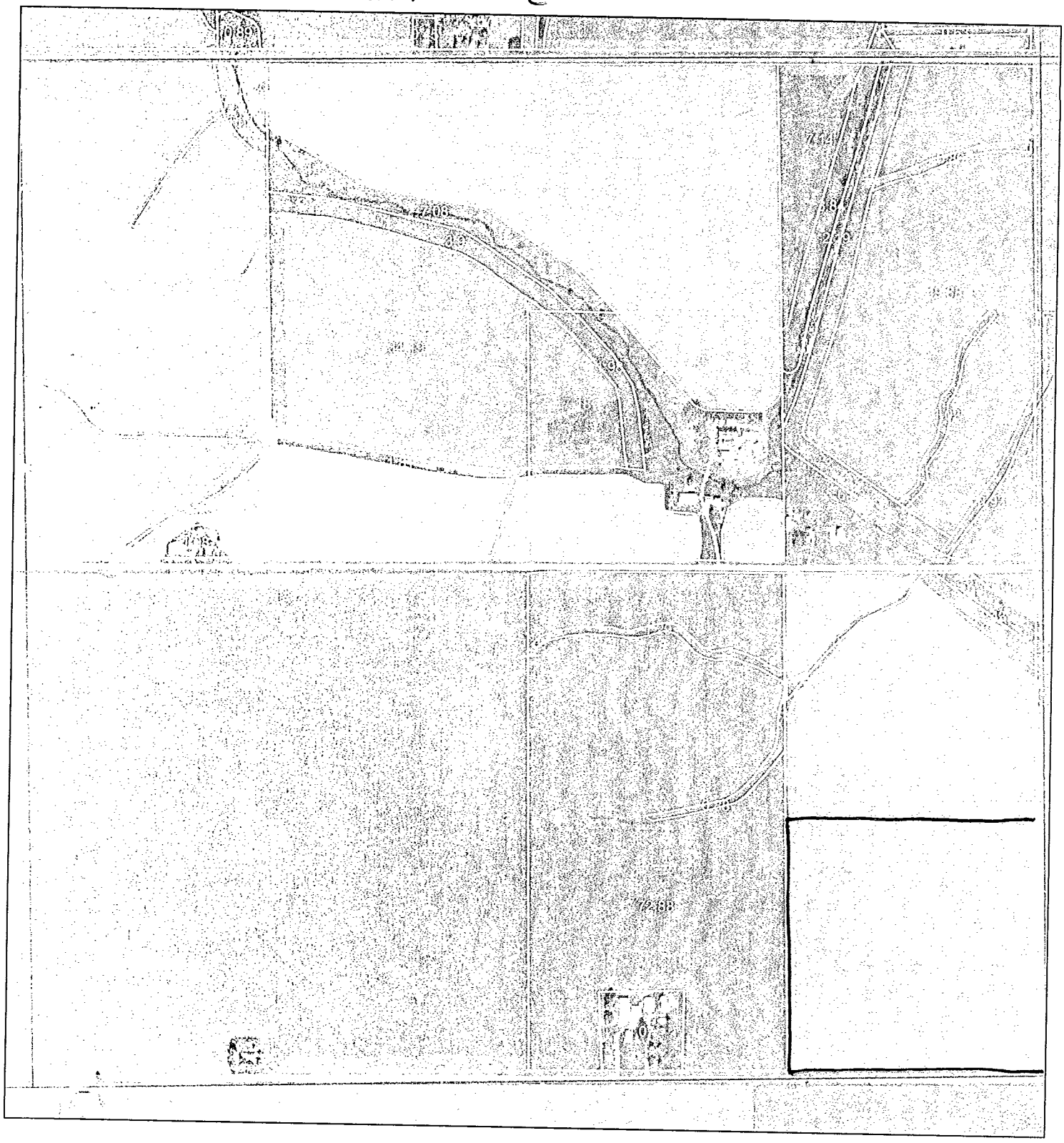
2. THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY SIX (36) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE ¼ SE ¼) OF SECTION THIRTY FIVE (35) ALL IN TOWHSHIP EIGHTY SEVEN (87) NORTH RANGE FIVE WEST (5) OF THE FIFTH (5^{TH}) P.M. DELAWARE COUNTY IOWA.

3. PARCEL B AND D A DIVISION OF PARCEL A IN SECTION THIRTY ONE (31) TOWNSHIP EIGHTY-SEVEN (87) NORTH RANGE FOUR (4) WEST OF THE FIFTH (5^{TH}) P.M. DELAWARE COUNTY IOWA. BOOK 2008, Pages 463 and 1275

4. NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (NE ¼ SE ¼ S ½ SE ¼ NE ¼) OF SECTION THIRTY SIX (36) TOWNSHIP EIGHTY SEVEN (87) NORTH RANGE FIVE (5) WEST OF THE FIFTH (5^{TH}) P.M. DELAWARE COUNTY IOWA.

5. NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTY ONE (31) TOWNSHIP EIGHTY SEVEN NORTH (87) RANGE FOUR (4) WEST OF THE FIFTH (5^{TH}) P.M. DELAWARE COUNTY IOWA AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY SIX (36) TOWNSHIP EIGHTY SEVEN (87) NORTH RANGE FIVE (5) WEST OF THE FIFTH P.M. DELAWARE COUNTY IOWA.

Exhibit C



USDA United States Department of Agriculture
Farm Service Agency

32-T87N-R04W

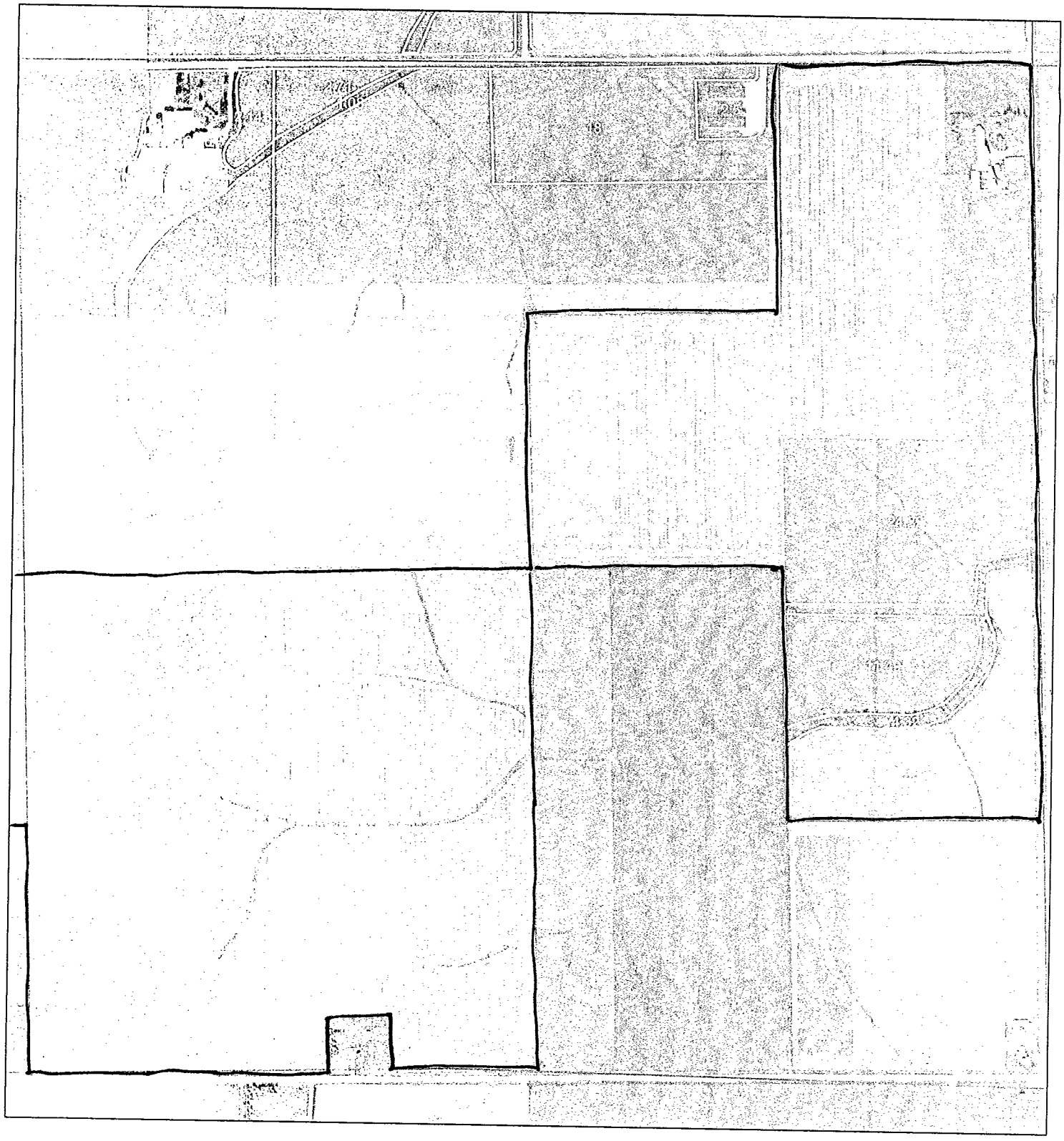
Delaware County, IA

1:8,096

N

November 01, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



USDA United States Department of Agriculture
Farm Service Agency

36-T87N-R05W

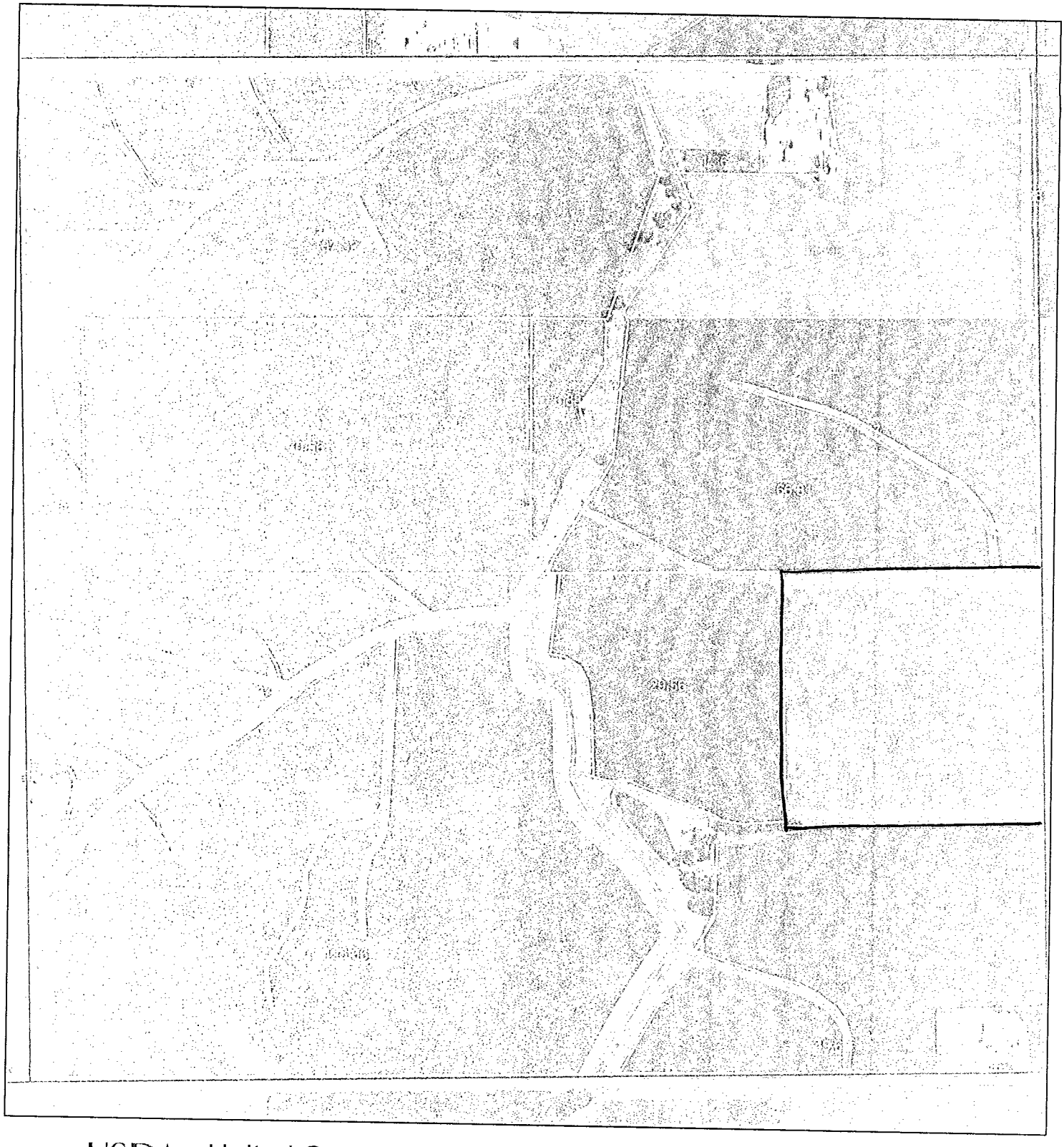
Delaware County, IA

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November 01, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



USDA United States Department of Agriculture
Farm Service Agency

35-T87N-R05W

Delaware County, IA

1:8,121

N

November 01, 2007

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USDA United States Department of Agriculture
Farm Service Agency

33-T87N-R04W

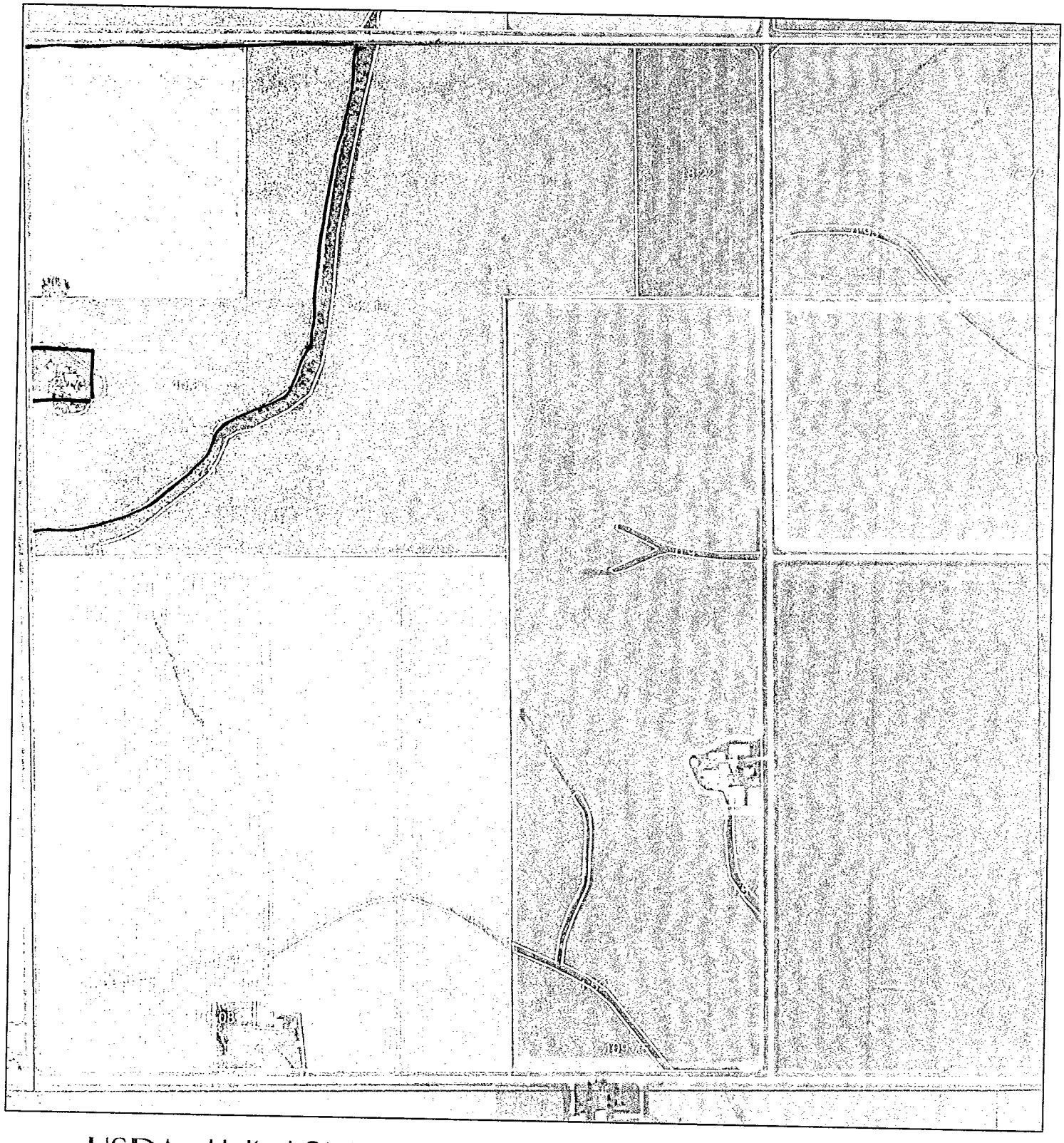
Delaware County, IA

1:8,037

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November 01, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



USDA United States Department of Agriculture
Farm Service Agency

31-T87N-R04W

Delaware County, IA

1:7,916

N

November 01, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.