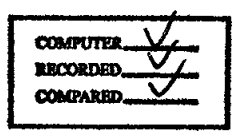


REC \$ 15.00
AUD \$
R.M.F. \$ 7.00

FILED NO. 003828

BOOK 2002 PAGE 3828

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NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information Patrick T. Deren, 711 Court St., Harlan, IA 51537, (712) 755-3141
Individual's Name Street Address City Phone

Patrick T. Deren ISBA #01199

SPACE ABOVE THIS LINE FOR RECORDER

LEASE AGREEMENT

THIS LEASE ("Lease") is made between Marcella Gibbs Revocable Trust, George Gibbs, Trustee, and Audra Gibbs Family Trust, George Gibbs, Trustee, ("Landlord"), whose address for the purpose of this Lease is 2383 Sheldon Ave., Greenfield, IA 50849-8119, and Natural Pork Production II, L.C. ("Tenant"), whose address for the purpose of this Lease is 1417 Victoria, Harlan, IA 51537.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES.** Landlord leases to Tenant the following real estate situated in Madison County, Iowa (the "Real Estate"):

Fractional SW 1/4 except tract and the S 30 acres of the NW 1/4 Section 7, Township 76N, Range 29W, containing 170 acres, more or less

2. **PURPOSES AND USE.** This lease is for the sole purpose of waste management and disposal of animal waste. Tenant shall be allowed to spread and dispose of animal waste on property owned by Landlord above described at such regular intervals as is necessary for Tenant. Disposal and distribution of animal waste, however, shall not interfere with the productivity, growing and harvesting of crops on the above-described premises. Tenant further agrees to comply with all environmental laws in the disposal of such animal waste both, state and federal. Tenant further agrees to prevent all nuisances that may be created by such disposal and handling of animal waste.

3. **RENT.** Tenant shall pay the sum of \$340.00 (\$2.00/acre) on March 1, 2002, and on each March 1st thereafter during the term of this Lease.

4. **TERM OF LEASE.** The term shall commence on the 1st day of March, 2002. The term shall be for a period of 10 years. The 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 shall terminate on March 1, of the year following provided that the tenancy shall not continue because of absence of notice in the event there is a default in the performance of this Lease. All notices of termination of the Lease shall be as provided by Iowa Code Section 562.7.

5. **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.

6. **ASSIGNMENT.** This Lease may be assigned by either party or by its legal representatives, successors in interest or assigns.

7. **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.

8. **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.

9. **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.

10. **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.

11. **SUCCESSORS and ASSIGNS bound; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter 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 hereof.

12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

Dated: _____

12/20/61

TENANT:

Natural Pork Production II, L.C.

By *[Signature]*
Gary Weihs, Agent

LANDLORD:

Marcella Gibbs Revocable Trust

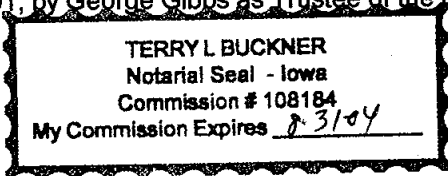
George Gibbs, Trustee
George Gibbs, Trustee

Audra Gibbs Family Trust

George Gibbs, Trustee
George Gibbs, Trustee

STATE OF IOWA, Adair COUNTY; ss

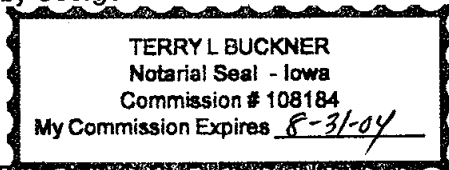
This instrument was acknowledged before me on this 26th day of December, 2001, by George Gibbs as Trustee of the Marcella Gibbs Revocable Trust.



Terry L. Buckner
Notary Public - State of Iowa

STATE OF IOWA, Adair COUNTY; ss

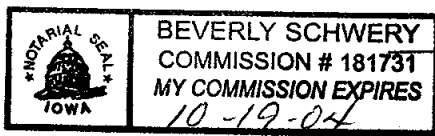
This instrument was acknowledged before me on this 26th day of December, 2001, by George Gibbs as Trustee of the Audra Gibbs Family Trust.



Terry L. Buckner
Notary Public - State of Iowa

STATE OF IOWA, SHELBY COUNTY, ss

On this 26 day of December, 2001, before me, a Notary Public, personally appeared Gary Weihs to me known to be the person named in and who executed the foregoing instrument, who did say that he is the agent for Natural Pork Production II, L.C. a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the agent acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by him voluntarily executed.



Beverly Schwery
Notary Public - State of Iowa