





b. **Tenant.** Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals (~~may~~) (~~may not~~) be stored on the premises for more than one year. Farm chemicals for use on other properties (~~may~~) (~~may not~~) be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste (~~may~~) (~~may not~~) be disposed of on the premises. Dead livestock (~~may~~) (~~may not~~) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. **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.

10. **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 \$ XXXXXXXXXXXXXXXX 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 when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each 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.

13. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

14. **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 unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of the water for the premises.

16. **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 shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. **NO AGENCY.** Tenant is not an agent of the Landlord.

18. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

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

20. **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.

21. **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.

22. **CONSTRUCTION.** Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. **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, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate, or any portion thereof without prior written authorization of Landlord.

25. ADDITIONAL PROVISIONS.

25. This Lease Agreement excludes the house and grain storage facilities upon the lease premises, but does not include the other farm buildings.

26. This Amended Farm Lease Agreement substitutes and supercedes the Farm Lease Agreement dated April 26, 2002.

DATED: May 14, 2003

TENANT:

ALLENDAN SEED COMPANY

By: DANNY J. ALLEN, President

LANDLORD:

DANNY J. ALLEN

SONIA B. ALLEN

STATE OF IOWA

COUNTY OF MADISON

This instrument was acknowledged before me on May 14, 2003, by DANNY J. ALLEN and SONIA B. ALLEN



Judy Allen  
Judy Allen

, Notary Public

STATE OF IOWA

COUNTY OF MADISON

This instrument was acknowledged before me on May 14, 2003, by DANNY J. ALLEN as President of ALLENDAN SEED COMPANY

~~If a corporation, said person(s) acknowledged that the corporation (has no seal) (has a seal which is affixed hereto) XXX~~



Judy Allen  
Judy Allen

, Notary Public

[ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

Legal descriptions attached and made a part of Farm Lease - Cash or Crop Shares  
Danny J. Allen and Sonia B. Allen/ Allendan Seed Company

The East Four (4) Acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) all in Section Ten (10), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M.

AND

The East Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Ten (10) and all that part of the West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Eleven (11) which lies South and West of the public highway as now located and which lies North of North River as it was located in the year 1920, in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except that part thereof condemned for railroad.

AND

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) and the fractional North One-half of the Southwest Quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ) Section Thirty-one (31), Township Seventy-Four (74) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

AND

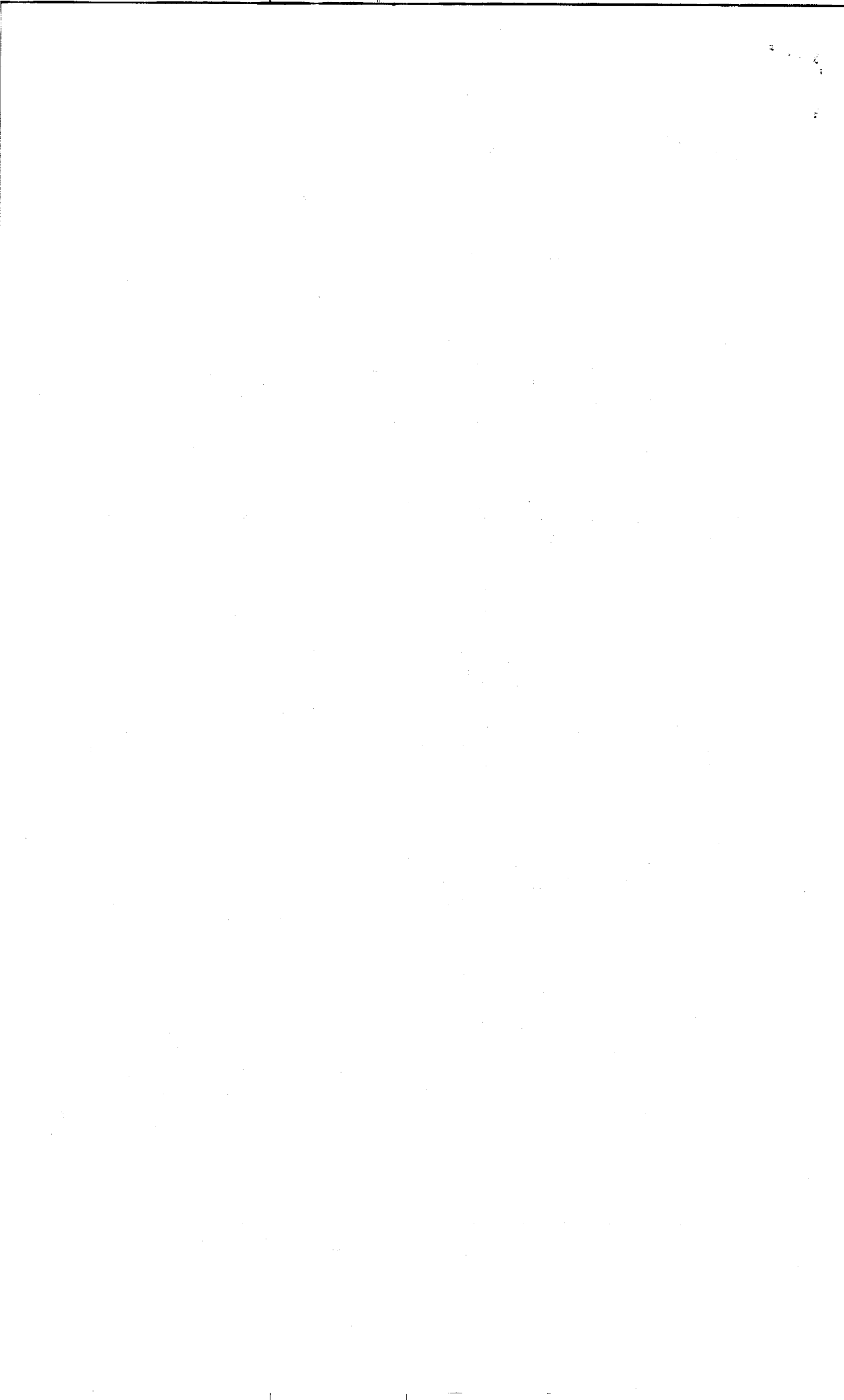
The South Half ( $\frac{1}{2}$ ) of the North Half ( $\frac{1}{2}$ ) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, AND Parcel "C" in the Southeast Quarter of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown by the Plat of Survey recorded on the 15<sup>th</sup> day of September, 1999, at Page 489 in Farm Plat Book 3 in the Madison County, Iowa Recorder's Office, said Parcel "C" being a part of Parcel "A" in the Southeast Quarter of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown by the Plat of Survey recorded on the 28<sup>th</sup> day of May, 1999, at Page 448 in Farm Plat Book 3 in the Madison County, Iowa Recorder's Office.

AND

The West Seven-eighths ( $\frac{7}{8}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) Except Parcel "A" being a part of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Ten (10), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, described as follows: Beginning at the Southwest corner of said Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ); thence N00°17'59" W, along the West line thereof, 564.03 feet; thence N65°18'51" E, 367.81 feet; thence S00°18'01" E, 359.03 feet; S65°18'51" W, 281.62 feet; thence S04°26'42" W, 126.32 feet; thence S30°23'00" W, 133.37 feet to the point of beginning, containing 3.02 acres including 0.13 acres of county road right of way; And the North Ten (10) acres of Lot Three (3) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ), and Lot Two (2) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) Except Two (2) acres off of the South end thereof; All that part of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) described as follows: Commencing at the Northwest corner of said 40 acre tract and running thence South 52 $\frac{1}{2}$  rods, thence in a Northeasterly direction on a straight line to a point 48 rods South of the Northeast corner of the West one-fourth ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the South Quarter ( $\frac{1}{4}$ ), thence North 48 rods to the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ), thence West to the place of beginning; all in Section Ten (10), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

AND

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> PM.



AND

Southeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Two (2), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

AND

The East Half of the Southwest Quarter ( $E\frac{1}{2}SW\frac{1}{4}$ ) of Section Twenty-one (21), except a parcel of land located in the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ) of Section Twenty-one (21), more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ) of Section Twenty-one (21), thence, along the North line of said Northeast Quarter of the Southwest Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$ ), N89°58'00"E 987.99 feet, thence S01°08'26"E 291.35 feet, thence S89°58'00"W 475.73 feet, thence S49°35'55"W 671.50 feet to the West line of said Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), thence, along said West line, N00°37'00"W 727.59 feet to the Point of Beginning, in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, subject to easement and restrictions of record, said parcel of land contains 9.194 acres, including .0749 acres of county road right-of-way.

AND

The Northwest Quarter of the Southeast Quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) and the fractional North One-half of the southwest Quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ) Section Thirty-one (31), Township Seventy-Four (74) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

AND

The Southeast Quarter ( $\frac{1}{4}$ ) of Section twenty-three (23), Township Seventy-Six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, Except Parcel "A", in the Southeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Southeast Quarter ( $\frac{1}{4}$ ) of the South Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence North 00°09'13" West 486.40 feet along the West line of said Southeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ); thence South 89°10'34" East 907.89 feet; thence South 00°09'13" East 473.34 feet to a point on the South line of said Southeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ); thence South 90°00'00" West 907.76 feet to the Point of Beginning, containing 10.00 acres including 0.688 acres of County Road right-of-way.

