Include this STUB with March 2011 payment. SIOUX COUNTY TREASURER 2009 CT RANDALL J. JACOBSMA Receipt # PO BOX 77 154189 ORANGE CITY, IA 51041-0077 Phone: 712-737-3505 TAX DUE: March 1,2011 TAX DELQ: April 1, 2011 MAR 1, 2011 \$254.00 BRUNSTING FAMILY LIVING TRUST % BRUNSTING, ELMER H. 13630 PINEROCK **HOUSTON TX 77079** Dist: 210 Parcel: 1002101003 SIOUX COUNTY TAX BILL for SEPTEMBER 2010 and MARCH 2011. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE. Based on January 1,2009 valuations. Taxes for July 1, 2009 through June 30,2010. Payable September 2010 and March 2011. Dist/Parcel: 210 1002101003 District Name BOYDEN-HULL WELCOME Type 2009 CT Receipt# 154189 Class A Deed BRUNSTING FAMILY LIVING TRUST Mail BRUNSTING FAMILY LIVING TRUST Cont. % Sec/Twp/Rng 02-096-45 Net Acres 26.64 r Address # 00002266 Legal: NW NW EXC TR 542.5' X 660' INDEXING: **VALUATIONS AND TAXES:** This Year Last Year Other taxes unpaid NO Assessed Taxable Assessed Taxable D , Special Assessments due NO _l and 33,640 22,730 -- 21,334 ...Drainage due .NO 22,294 Х **Buildings:** 110 t 11/10 Tax sale certificate NO 1 0 0 1 Dwelling: 0 ! CODUCEC Less Military Credit DEED: BRUNSTING FAMILY LIVING TRUST **NET TAXABLE VALUE:** 33,640 22,294 ,730 21,334 W BRUNSTING, ELMER H. & Value Times Levy Rate of: 23.8759400 23.5546300 Ν NELVA E. TRUSTEES Ε HOUSTON TX 77079 **EQUALS GROSS TAX OF:** \$532.29 \$502.51 R 1\$.00 Less Credits of: Homestead: \$.00 S CONT: Low Income/Elderly Credit: \$.00 \$.00 \$24.69-Ag Land Credit: \$24.65-\$!00 Family Farm Credit: i \$.00 \$.00 Prepaid Tax: <u>\$508.00</u> ලිෆි **NET ANNUAL TAXES:** \$478.00 \$.00 111 \$.00 State Tax Relief already deducted from tax \$17.45 Distribution of your current & prior year taxes . TOTAL property taxes levied by taxing authority % Total This Year Last Year . This Year Prior Percent +/-BOYDEN HULL COMM SCH ,971,370 11.907+

Ag Dwelling Tax: TAXING AUTHORITY: \$289.93. \$74.64 2,206,106 4,253,066 1,607,556 993,900 \$315.64 \$78.30 \$757.20 62.135 15.413 COUNTY GENERAL BASIC FUND 4,038,802 5.305+ 1,601,769 994,731 COUNTY RURAL BASIC FUND 11.400 0.361+ COUNTY MENTAL HEALTH FUND 3.602 \$18.30 \$18.38 0.084-1,732,111 1,914,975 533,845 NORTHWEST IOWA COMM COLLEGE \$14.39 \$13.29 10.557+ DEBT SERVICE 574,112 \$8.02 \$8.50 7.014-10,259 318,552 10,040 WELCOME TOWNSHIP \$5.64 2.181+ COUNTY ASSESSOR FUND COUNTY AG EXTENSION FUND 1.059 \$5.38 \$5.41 8.604-191,330 0.693 \$3.52 \$3.42 185,076 DEBT SERVICE STATE BANGS 0.150 \$0.76 \$1.53 0.000 +0.014 \$0.07 \$0.06 3,885

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YOU MAY PAY ONLINE AT	www.iowatrea	surers.org			
SIOUX COUNTY TREASURER RANDALL J. JACOBSMA PO BOX 77 ORANGE CITY, IA 51041-0077	Receipt # 154189	DUE Sept 1, 2010 State Paid:	\$254.00	DUE March 1, 2011 Date Paid:	\$254.00 P5540
	1	CHECK #:		CHECK #:	

You MUST return STUB 2 with your March payment to ensure proper posting of your payment.	
CHANGE OF ADDRESS:	
Owner 1:	
New Address:	
City/St/Zip:	
Owner 2:	
New Address:	
City/St/Zip:	
Visa, MasterCard and Discover is another option payment method is accepted	in tax payment online at www.iowatreasurers.org. on available online. Click on your county to see what in your county treasurer's office.
and the second of the second o	PAYERS: PLEASE READ CAREFULLY.
postmarked with a US Postal Service postmark of September, or I or March postmark. October or April postmarks will require interpayments will be accepted on the first day of the following month	hey become DELINQUENT on October 1st and April 1st. Payments must be March. Mailing on Sept. 30 or March 31 DOES NOT guarantee a September rest. If the last day of September or March falls on a Saturday or Sunday, without interest. Delinquent taxes accrued .5% per month interest, rounded repayments of \$5.00 or less will not be refunded. You will not receive a bur check is your receipt.
paid before the interest date. Be sure to pay taxes on all your prop	ent will not relieve the taxpayer of interest accruing if taxes are not erry. The treasurer is not responsible for any taxes missed or omitted. assurer's refund policy. Contact the treasurer's office, to determine the
are added to your tax bill on May 1, per Iowa Code Chapter 446.	eks of the Tax Sale, which is usually held on the 3rd Monday in June. Costs Any unpaid tax is subject to Tax Sale. The interest rate until redemption will es, if property is not redeemed within the time frame provided in Chapter
	provide help with your taxes, within certain low-income guidelines. for claim forms and details. For this program, Social Security and Medicare
5. PARTIAL PAYMENTS: The County Treasurer MAY accept par to make a partial payment. Partial Payments are NOT allowed on	tial payments. Contact the Treasurer for more information, and authorization Special Assessments, Drainage, or Tax Sale Redemptions.
6. RETURNED CHECKS: If your check is returned to the treasure Check is returned after the tax deadlines, INTEREST WILL ALSO	or, your receipt shall be void. YOU WILL BE CHARGED A FEE. If your O BE CHARGED.
7. HOMESTEAD, MILITARY, and FAMILY FARM CREDITS Please contact the Assessor for information. 8. WHERE DO YOUR TAXES GO? The county treasurer collects	These credits must be applied for at the COUNTY ASSESSOR'S office.

accordingly. The distribution of your tax dollars is itemized on the front of this statement for your information. You may protest your

Include this STUB with March 2011 payment. SIOUX COUNTY TREASURER RANDALL J. JACOBSMA 2009 CT Receipt # **PO BOX 77** 154190 ORANGE CITY, IA 51041-0077 Phone: 712-737-3505 TAX DUE: March 1,2011 TAX DELQ: April 1, 2011 MAR 1,2011 \$345.00 BRUNSTING FAMILY LIVING TRUST % BRUNSTING, ELMER H... 13630 PINEROCK **HOUSTON TX 77079**

Dist: 210 ____Parcel: 1002126001 _

DUE March 1, 2011

Date Paid: ___

CHECK #:

SIOUX COUNTY TAX BILL for SEPTEMBER 2010 and MARCH 2011. *Please keep it in a safe place*. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE.

Based on January 1 2009 valuations. Taxes for July 1 2009 through June 30 2010. Payable September 2010 and March 2011.

VALUATIONS AND TAXES	· <u>- </u>		·	Address # 00002266	· · ·
VALUATIONS AND TAXES	3: This Year	Last Year	INDEXING:		
n Duttallana	- Assessed Taxable 45,780+ -30,339 0 0	- 30,930 -29,030	E Drainage due	ssments due NO NO ificate NO	
O Less Military Credit:	0	U Land o	_ •		-
N S NET TAXABLE VALUE: Value Times Levy Rate of EQUALS GROSS TAX Of A Less Credits of: Homes X Low Income/Elderly Co E Ag Land Credit: S Family Farm Credit: Prepaid Tax:	F: \$724.37 stead: \$.00	30,930 29,030 23.5546300 \$683.79 \$.00 \$.00 \$33.54- \$.00	N NEI HOURS	INSTING FAMILY LIVING INSTING, ELMER H. & LVA E. TRUSTEES ISTON TX 77079	TRUST
NET ANNUAL TAXES:	\$690.00	\$650.00			
Ag Dwelling Tax:	1 \$.00			elief already deducted from t	tax: \$23.75
TAXING AUTHORITY:	\ Distribu % Total	ition of your current & prior y This Year		FAL property taxes levied by t	taxing authority
BOYDEN HULL COMM SCH COUNTY GENERAL BASIC COUNTY RURAL BASIC F COUNTY MENTAL HEALTH NORTHWEST IOWA COMM DEBT SERVICE WELCOME TOWNSHIP COUNTY ASSESSOR FUND COUNTY AG EXTENSION DEBT SERVICE STATE BANGS	FUND \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	\$428.72 \$106.36 \$78.66 \$24.85 \$19.54	\$77.76 \$25.00 \$18.07 \$11.55 \$7.68 \$7.36 \$4.65 \$2.08	06,106 - 1,971,370 63,066 4,038,802 17,556 1,601,769 13,900 994,731 4,975 1,732,111 13,845 574,112 0,259 10,040 8,552 348,542 11,330 185,076 0 0 3,929 3,885	

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place. PAGE 2 OF 4

\$345.00

DUE Sept 1, 2010

Date Paid:

CHECK #:

Receipt #

154190

SIOUX COUNTY TREASURER RANDALL J. JACOBSMA

PO BOX 77 ORANGE CITY, IA 51041-0077 \$345.00

You MUST return STUB 2 with your March
payment to ensure proper posting of your payment.

CHANGE OF ADDRESS

Owner 1:	
	1 1
New Address:	
City/St/Zip:	
Owner 2:	rial interior receive
New Address:	<u> </u>
City/St/Zin:	

Experience the convenience by processing your tax payment online at www.iowatreasurers.org. Visa, MasterCard and Discover is another option available online. Click on your county to see what payment method is accepted in your county treasurer's office.

IMPORTANT NOTICE TO ALL TAXPAYERS: PLEASE READ CAREFULLY.

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- 2. CHECK YOUR STATEMENTS: Failure to receive a tax statement will not relieve the taxpayer of interest accruing if taxes are not to paid before the interest date. Be sure to pay taxes on all your property. The treasurer is not responsible for any taxes missed or omitted. Overpayments may not be refunded depending on your county treasurer's refund policy. Contact the treasurer's office, to determine the refund policy.
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- -9.-- CHANGE OF ADDRESS: PLEASE make sure you notify us when you move, so that we may send notices to the correct address.

5543

Include this STUB with March 2011 payment. SIOUX COUNTY TREASURER 2009 CT RANDALL J. JACOBSMA Receipt # PO BOX 77 154191 ORANGE CITY, IA 51041-0077 Phone: 712-737-3505 TAX DUE: March 1, 2011 TAX DELQ: April 1, 2011 MAR 1, 2011 \$386.00 BRUNSTING FAMILY LIVING TRUST % BRUNSTING, ELMER H. 13630 PINEROCK **HOUSTON TX 77079** Parcel: 1002151002 SIOUX COUNTY TAX BILL for SEPTEMBER 2010 and MARCH 2011. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE. Based on January 1,2009 valuations. Taxes for July 1,2009 through June 30,2010. Payable September 2010 and March 2011. Dist/Parcel: 210 1002151002 District Name BOYDEN-HULL WELCOME Class A Receipt# 154191 Type 2009 CT Location R Mail BRUNSTING FAMILY LIVING TRUST Deed BRUNSTING FAMILY LIVING TRUST Cont. Address # 00002266 Sec/Twp/Rng Net Acres 38.08 Legal: SW NW INDEXING: VALUATIONS AND TAXES: This Year Last Year Other taxes unpaid NO Assessed Taxable Assessed Taxable D Special Assessments due NO E 51,220 - 33,944 - --34,610 - 32,484Drainage due..NO Х **Buildings:** 0 0. ı Dwelling: 0 O 131 11 G n 0 Less Military Credit: DEED: BRUNSTING FAMILY LIVING TRUST 51,220 33,9441 34,610, 32,484 **NET TAXABLE VALUE:** W BRUNSTING, ELMER H. & 23.8759400 ا 23.5546300 N Value Times Levy Rate of: NELVA E. TRUSTEES \$810.44 Ε HOUSTON TX 77079 **EQUALS GROSS TAX OF:** \$765.15 R Less Credits of: Homestead: \$.00 \$.00 Α S CONT: Low Income/Elderly Credit: \$.00 \$.00 X \$37.60-\$37.53-E Ag Land Credit: \$:00 \$.00 Family Farm Credit: \$.00 Prepaid Tax:

NET ANNUAL TAXES: \$772.00.0)\[\] \$728.00 \$.00 Ag Dwelling Tax: ; i \$.00 State Tax Relief already deducted from tax: \$26.58 TOTAL property taxes levied by taxing authority Distribution of your current & prior year taxes TAXING AUTHORITY: % Total ← This Year Last Year ... This Year Percent +/-2,206,106 BOYDEN HULL COMM SCH 11.907+ COUNTY GENERAL BASIC FUND \$1,13.68 4,038,802 5.305+ 11.400 COUNTY RURAL BASIC FUND COUNTY MENTAL HEALTH FUND ,607,556 993,900 \$88.01 \$87:11 1,601,769 0.361+ 3.602 \$27.81 \$28.00 994,731 0.084-NORTHWEST IOWA COMM COLLEGE DEBT SERVICE WELCOME TOWNSHIP 2.833 \$21.87 \$20.24 1,914,975 732,111 10.557+ 1.579 \$12.19 \$12.94 533,845 574,112 7.014-10,259 318,552 1.123 \$8.67 \$8.60 10,040 2.181+ COUNTY ASSESSOR FUND 1.058 \$8.17 \$8.24 348,542 8.604-COUNTY AG EXTENSION FUND 0.693 \$5.21 \$2.33 \$5.35 191,330 185,076 3.379+ DEBT SERVICE 0.150 \$1.16 0.000 +STATE BANGS \$0.09 3,929 3,885

YOU MAY PAY ONLINE AT	www.iowatrea	surers.org	
SIOUX COUNTY TREASURER RANDALL J. JACOBSMA PO BOX 77 ORANGE CITY, IA 51041-0077	Receipt # 154191	DUE Sept 1, 2010 \$386.00 Date Paid:	DUE March 1, 2011 \$386.00 Date Paid: P5544
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You MUST return STUB 2 with your March	1
payment to ensure proper posting or your paymone.	
of the first of the second of	· ·
CHANGE OF ADDRESS:	
Owner 1:	
New Address:	
City/St/Zip:	
Owner 2:	[
New Address:	
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Experience the convenience by processing your tax payment online at www.iowatreasurers.org.

Visa, MasterCard and Discover is another option available online. Click on your county to see what

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- .9 CHANGE OF ADDRESS: PLEASE make sure you notify us when you move, so that we may send notices to the correct address.

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	Include this STUB with March 2	011 pavment
	SIOUX COUNTY TREASURER RANDALL J. JACOBSMA PO BOX 77 ORANGE CITY, IA 51041-0077	2009 GT Receipt # 154192
	Phone: 712-737-3505 TAX DUE: March 1, 2011 TAX DELQ: April 1, 2011 MAR 1, 2011 \$381.00	(2)
	BRUNSTING FAMILY LIVING % BRUNSTING, ELMER H. 13630 PINEROCK HOUSTON TX 77079	TRUST
SIOUX COUNTY TAX BILL for SEPTEMBER 2010 and MARCH with your check for payment. If your taxes are paid by your Bank in E Based on January 1,2009 valuations. Taxes for July 1,2009 through	scrow, this is for your information only. SEE REV	соггесt stubs along ERSE SIDE.
Receipt# 154192 Type 2009 CT · Location	OYDEN-HULL WELCOME AMILY LIVING TRUST Mail BRUNSTING FAMILY Address # 00002266	Class A LIVING TRUST
Assessed, Taxable Assessed L. Land: -50.510 33.474 34.130	INDEXING: N Other taxes unpaid NO Taxable D Special Assessments due NO 32,033 E Drainage due NO X Tax sale certificate NO I NICLICICI	
O Less Military Credit: N N N N N N N N N N N N N	O DEED BRINSTING PANTLY	
Prepaid Tax: \$.00	\$7,18:00 State Tax Relief already deducte	ed from tax: \$26.21
TAXING AUTHORITY: Distribution of your cur This Yea	rent & prior year taxes TOTAL property taxes le	vied by taxing authority. Prior Percent +/-
BOYDEN HULL COMM SCH COUNTY GENERAL BASIC FUND (15.412	\$85.92 1,607,556 1,607 \$27.61 993,900 98 \$19.96 1,914,975 1,73 \$12.76 533,845 57 \$8.48 10,259 1 \$8.13 318,552 34 \$5.14 191,330 18 \$2.30 0	11,370 11.907+ 18,802 5.305+ 11,769 0.361+ 14,731 0.084- 12,111 10.557+ 1112 7.014- 0,040 2.181+ 8,542 8.604- 15,076 3.379+ 0 0.000+ 3,885 1.133+

DUE Sept 1, 2010 \$381.00

Date Paid:

CHECK #:

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place. PAGE 4 OF 4

YOU MAY PAY ONLINE AT

SIOUX COUNTY TREASURER RANDALL J. JACOBSMA PO BOX 77 ORANGE CITY, IA 51041-0077 www.iowatreasurers.org

Receipt #

154192

\$381.00

P5546

DUE March 1, 2011

Date Paid:_

CHECK #:

CHANGE OF ADDRESS:

Owner 1:		•	. 44 2 (4)	-:.	6.4	1	1	
New Address			gr Egypt agent as ma	•)	ें •1 \$		
City/St/Zip:	-			, .		34,		
Owner 2:	mare day.	(P) 1	" 14 (K) - 71	٠. ٠٠; ~	14 74			
New Address	-			71"	.***			,
City/St/Zin	-		nt ()	r Ç l	U,	4		

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Visa, MasterCard and Discover is another option available online: Click on your county to see what payment method is accepted in your county treasurer's office.

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TANK THE WORLD

- 7. HOMESTEAD, MILITARY, and FAMILY FARM CREDITS: These credits must be applied for at the COUNTY ASSESSOR'S office Please contact the Assessor for information.
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- . 9. CHANGE OF ADDRESS: PLEASE make sure you notify us when you move, so that we may send notices to the correct address.

Brunsting Family Living Trust

We sent our rent payments with Checks from a joint account, and not thinking that those amounts needed to be split between Doyle & Justin - Please use the amounts for 1099's at end of years vent paid so far is \$\frac{4}{2}\$ 31.020.00

Please put \$ 23,265.00 for Doyle
\$ 7,755.00 for Justin

Sorry for the trouble
Gan Wissink



FARM LEASE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 135
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

John G. De Koster, 1102 Main Street, P.O. Box 801, Hull, IA 51239, Phone: (712) 439-2511

Taxpayer Information: (Name and complete address)

Elmer H. Brunsting Decedent's Trust, Anita Brunsting, Trustee, c/o Kroese & Kroese, 540 North Main Avenue, Sioux Center, IA 51250

Return Document To: (Name and complete address)

John G. De Koster, 1102 Main Street, P.O. Box 801, Hull, IA 51239, Phone: (712) 439-2511

Grantors:

Grantees:

Anita Brunsting, Trustee

Doyle Wissink

Legal description: See Page 2

Document or instrument number of previously recorded documents:



FARM LEASE - CASH OR CROP SHARES

A 'A . D T T A	ng Decedent's Trust, dated April 1, 2009,	
Anita Brunsting, Trustee,	("Landlord"), whose address for the purpose of this Lea	ise is
c/o Kroese & Kroese, 540 North Main Avenue, Sioux		, and
Doyle Wissink address for the purpose of this Lease is 3414 340th Street, Hull,	ΙΔ 51239 , ("Tenant"),	wnose
	IA 31237	 ·
THE PARTIES AGREE AS FOLLOWS:	Siony	
PREMISES AND TERM. Landlord leases to Tenant the followin County laws (the "Deal Estate"):	g real estate situated in SIOUX	
County, lowa (the "Real Estate"): The Northwest Overton (NIVIII) of Section Two (2). The Northwest Overton (NIVIII) of Section Two (2).	ownship Ningty six (06) North Dance	
The Northwest Quarter (NW ¹ / ₄) of Section Two (2), T	- · · · · · · · ·	
Forty-five (45) West of the Fifth P.M., except the farm	a building site therein,	
4-4-NAWahlahaan arang ar	with managing by Tanant fan a tanan of 1	
and containing 141 (total)(tillable) acres, more or less commence on 03/01/13, and end on February 28	s, with possession by Tenant for a term of $\frac{1}{2014}$	years to
an opportunity to make an independent investigation as to the acres a		
cannot be delivered within fifteen (15) days after commencement of		
Landlord notice in writing.	,	
2. RENT . Tenant shall pay to Landlord as rent for the Real Estate	(the "Rent"):	
a. Total annual cash rent of \$ $\phantom{00000000000000000000000000000000000$, unless otherwise agreed, as follows:	
\$29,962.50 on $1st$ day of Mar	rch \$29,962.50 on 1st	day of
October on	; or	
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Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any lowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the lowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

lenant

directed by

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be

(Landlord) (Tenant). Tenant shall only be entitled to pasture or till those portions of the Real

shall be furnished by and at the expense of the Tenant. The following materials, in the am acquired by Tenant and paid for by the parties as follows:	ounts required by good	i husbandry, shall be
	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals		100
(3) Herbicides		100
(4) Insecticides	(1)	100
(5) Seed	^	100
(6) Seed cleaning		100
(7) Harvesting and/or Shelling Expense		100
(8) Grain Drying Expense		100
(9) Grain Storage Expense		100
(10) Other		100
Phosphate and potash on oats or beans shall be allocated 100 %	the first year and	0% the
second year, and on all other crops allocated $100~\%$ the first year and $__$	Ω % the sec	cond year. Lime and
trace minerals shall be allocated over	wed, and Tenant does	not therefore receive
the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has	not received the benef	fits. Tenant agrees to
furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals	and chemicals	

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by 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. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. 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.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall 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 shall not 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. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

8. ENVIRONMENTAL.

- a. Landlord. To the best of Landlord's knowledge to date:
- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. <u>Tenant</u>. 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 \$ 200.00 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 lowa.
- 24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
- 25. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

26. ADDITIONAL PROVISIONS.

- A. Tenant shall report to Kroese & Kroese, acting on Landlord's behalf, on or before August 1 in each year of this Lease, a listing of all fertilizer and chemicals applied on the subject premises. Said report shall include the names of the chemicals and fertilizers, amounts applied and any application records, including grid sampling that the Tenant may have or may be able to obtain.
- B. Prior to the end of each calendar year during the term of this Lease, Tenant shall report to Kroese & Kroese, acting on Landlord's behalf, the yield of all crops planted on the subject premises as certified for purposes of Federal Crop Insurance or as certified to the Farm Service Agency.

DATED: 31 ,2012	
TENANT:	LANDLORD: ELMER H. BRUNSTING DECEDENT'S TRUST
Doyle Wissink	By Stuck Ray Burns
·	amp Brent 10/13/12
STATE OF	,
COUNTY OF	
This instrument was acknowledged before me on	, by
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This instrument was acknowledged before me on	
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	rporation (has no seal) (has a seal which is affixed hereto).
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[ATTACH OTHER APPROPRIA	TE ACKNOWLEDGEMENT(S) HERE]