

PURCHASE AGREEMENT

Date: _____

RECEIVED OF _____, the sum of _____ (\$ _____)
DOLLARS, as earnest money and in part payment for the purchase of property at Section 31, Bristol Township,
situated in the County of Fillmore, State of Minnesota, and legally described as follows:

See attached "Exhibit A"

all of which property the undersigned has this day sold to the Buyer for the sum of _____ and 00/100
(\$ _____) DOLLARS, which the Buyer agrees to pay in the following manner: Earnest money herein paid
\$ _____ and \$ _____ cash, on or before July 2, 2018, the date of closing. Except as provided in
Paragraph 6 herein, said Earnest Money is non-refundable.

1. **DEED/MARKETABLE TITLE:** Subject to performance by the Buyer, the Seller agrees to execute and deliver a Warranty Deed conveying marketable title to said premises subject only to the following exceptions:
 - (a) Building and zoning laws, ordinances, State and Federal regulations.
 - (b) Restrictions relating to use or improvement of the premises without effective forfeiture provision.
 - (c) Reservation of any minerals or mineral rights to the State of Minnesota.
 - (d) Utility and drainage easements which do not interfere with present improvements.
 - (e) Rights of tenants, Nathan and Brook Nagel, in that certain Lease attached as "Exhibit B".
2. **REAL ESTATE TAXES.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
3. **SPECIAL ASSESSMENTS.**

SELLER SHALL PAY on the date of closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.

SELLER SHALL PAY ON DATE OF CLOSING all other special assessments levied as of the date of this Agreement.

SELLER SHALL PROVIDE PAYMENT OF special assessments pending as of the date of this Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. (Seller's provision for payment shall be by payment into escrow of 1 times the estimated amount of the assessments.)

If a special assessment becomes pending **after** the date of this Agreement and **before** the date of

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closing, Buyer may, at Buyer's option: (a) Assume payment of the pending special assessment without adjustment to the purchase price; or (b) Require Seller to pay the pending special assessment (or escrow for payment of same a sum equal to 1½ times the projected pending assessment) and Buyer shall pay a commensurate increase in the purchase price of the property, which increase shall be the same as the estimated amount of the assessment; or (c) Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer. Seller shall pay on date of closing any deferred real estate or special assessments payment of which is required as a result of the closing of this sale.

4. **PRORATIONS.** All items customarily prorated and adjusted in connection with the closing of the sale of the property herein including but not limited to charges for electricity and natural gas shall be prorated as of the date of closing. Buyer shall pay Seller for remaining gallons of fuel oil, or liquid petroleum gas on the day of closing, at the rate of the last fill by seller. It shall be assumed that the Buyer will own the property for the entire date of closing.
5. **DAMAGES TO REAL PROPERTY.** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing, this Purchase Agreement shall become null and void, at Buyer's option. Buyer shall have the right to terminate this Purchase Agreement within 30 days after Seller notifies Buyer of such damage. Upon said termination, the earnest money shall be refunded to Buyer and buyer and Seller agree to sign a cancellation of Purchase Agreement.
6. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement, Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies, state and federal judgements, and liens, and levied and pending special assessments to Buyer or Buyer's designated title service provider:
 - (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title insurance policy(ies), including but not limited to the premium(s), Buyer's name search, and plat drawing, if any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider.
 - (b) An abstract of title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. If Property is abstract and Seller does not have an abstract of title, Option (a) will automatically apply.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation

of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

7. **POSSESSION.** Seller shall deliver possession of the property on the date of closing.

8. **BUYER PURCHASING "AS IS".**
 - a. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements, fixtures, appliances and personal property, is not new and is being purchased "AS IS."

 - b. **SETTLEMENT IS FINAL:** It is understood that buyer accepts the property "AS IS." ANY WARRANTIES OF PHYSICAL CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT ARE VOID. This provision shall survive delivery of the deed or contract for deed.

9. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

10. **WELL AND PRIVATE SEWER SYSTEM DISCLOSURES.**

Seller knows of no well or septic systems or private sewer systems located on the property.

11. **RENTAL INCOME:** Buyer shall receive an amount equal to \$10,200.00 of annual rental income from Nathan and Brook Nagel according to the terms of the Lease attached as "Exhibit B". The rental income for 2018 shall be prorated between Seller and Buyer. Said Lease terminates on December 31, 2020 and contains an automatic renewal provision unless Buyer gives timely written notice. SEE TERMS OF THE LEASE FOR MORE DETAILS.

12. **EASEMENT:** Buyer agrees to enter into an easement agreement in the form attached as "Exhibit C" establishing an easement over and across subject property for the benefit of Parcels 3, 4, and 5, in Howard County, Iowa, as described in said Exhibit.

13. **MISCELLANEOUS PROVISIONS.**
 - (a) **Survival.** All of the warranties, representations, and covenants of this Agreement shall survive and be enforceable after the closing.
 - (b) **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.
 - (c) **Successors and Assigns.** If this Agreement is assigned, all provisions of this Agreement shall be binding on successors and assigns.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

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Dated: _____ **Dated:** _____

SELLER	BUYER
<hr/> Larry Mihm	<hr/>
<hr/> Rita Mihm	<hr/>
<hr/> Ted W. Jensen, as Attorney in fact for Nona Mihm	

EXHIBIT A

That part of the fractional West One-Half of the Southwest Quarter (W 1/2 SW 1/4) of Section 31, Township 101 North, Range 11 West, Fillmore County, Minnesota, described as follows: Beginning at the Northwest Corner of said W 1/2 SW 1/4; thence North 89 degrees 15 minutes 35 seconds East (assumed bearing) along the North line of said W 1/2 SW 1/4, 537.09 feet; thence South 00 degrees 31 minutes 40 seconds West parallel with the East line of said W 1/2 SW 1/4, 572.00 feet; thence North 89 degrees 15 minutes 35 seconds East parallel with said North line of said W 1/2 SW 1/4, 837.83 feet to said East line of said W 1/2 SW 1/4; thence South 00 degrees 31 minutes 40 seconds West along said East line, 2036.32 feet to the Southeast Corner of said W 1/2 SW 1/4; thence South 89 degrees 46 minutes 49 seconds West along the South line of said W 1/2 SW 1/4, 1336.50 feet to the Southwest Corner of said W 1/2 SW 1/4; thence North 00 degrees 18 minutes 56 seconds West along the West line of said W 1/2 SW 1/4, 2595.61 feet to the point of beginning and containing 69.97 acres, more or less. Subject to easement for a Township Road across the Northerly line thereof. Subject to easement for access purposes across the Westerly side and through said parcel. Subject to any other easements of record.

"EXHIBIT B"



FARM LEASE
CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Alvin Mihm
("Landlord"), whose address for the purpose of this Lease is 22258 106th Street, Harmony, MN
and Nathan & Brook Nagel
("Tenant"), whose address for the purpose of this Lease is
13808 231st Ave., Preston, MN

THE PARTIES AGREE AS FOLLOWS:

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

All land in the State of Iowa owned by Landlord.

Landlord also leases to Tenant all land in Fillmore, County, Minnesota owned by Landlord except
Landlord's homestead, which homestead is described in Addendum A attached to this Lease.

and containing 310.44 (total) ~~(tilable)~~ acres, more or less, with possession by Tenant for a term
of year(s) to commence on October 26, 2017, and end on December 31, 2020. The
Tenant has had or been offered an opportunity to make an independent investigation as to the acres
and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15)
days after commencement of this Lease, Tenant may terminate this Lease by giving the 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 \$ 18,000 payable, unless otherwise agreed, as follows:
\$ on \$ on

and \$ on or
b. Crop share - ~~XXXXXXX~~ corn, ~~XXXXXXX~~ soybeans, and ~~XXXXXXX~~ other crops
raised on the Real Estate.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may
direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of
this farm in any offered program by the U.S. Department of Agriculture or any state for crop
production control or soil conservation, the observance of the terms and conditions of this program,
and the division of farm program payments, requires Landlord's consent. Payments from
participation in these programs shall be divided 0 % Landlord 100 % Tenant.
Governmental cost-sharing payments for permanent soil conservation structures shall be divided
0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 %
Landlord 100 % Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will
become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any
statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a
contractual lien in all crops produced on the premises and the proceeds and products thereof, all
contract rights concerning such crops, proceeds and or products, all proceeds of insurance collected
on account of destruction of such crops, all contract rights and U.S. government and or state
agricultural farm program payments in connection with the above described premises whether such
contract rights be payable in cash or in kind, including the proceeds from such rights, and any and

all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

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 Iowa 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 Iowa 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.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	50	50
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other		

Phosphate and potash on oats or beans shall be allocated 100 % the first year and 50 % the second year, and on all other crops allocated 100 % the first year and 50 % the second year. Lime and trace minerals shall be allocated over 3 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. 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 program

6. **DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at _____ or elsewhere at no further distant point.

7. **LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves _____ all crib and granary space for storage of the rent share crops.

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 to the 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. 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 the 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 \$0.00 _____ 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 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 acknowledgment, 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. 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 facilitating 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.

- First Half rent Due March 31st of each year
With Second Half rent Due November 31st,
- Use of Hay shed, Machine shed and Cattle Yards
Included in rent.
- Land shall not be subleased by either party

DATED: _____

TENANT:

Nathan Nagel
Nathan Nagel

Brook Nagel
Brook Nagel

LANDLORD

Alvin Mihm
Alvin Mihm

Lucy Mihm

STATE OF Minnesota COUNTY OF Winnebago

This record was acknowledged before me on Oct 26, 2017 by Alvin Mihm, Lucy Mihm, Nathan Nagel & Brook Nagel

Cindy R. Hebrink
Signature of Notary Public



STATE OF _____ COUNTY OF _____

This record was acknowledged before me on _____ by _____

as _____
of _____

Signature of Notary Public

(ATTACH OTHER APPROPRIATE ACKNOWLEDGMENT(S) HERE)

ADDENDUM A

Sect-31 Twp101 Range-011 72.81 AC W1/2 SW1/4 FR EX 8.5A NE COR W1/2
SW1/4

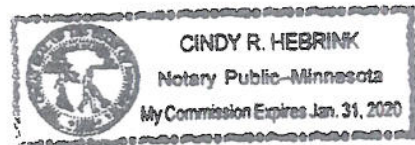
I, Nathan Nagel, agree to buy pregnant

cows from Alvin Mihm, the number of
females to be determined upon pregnancy
examination by vet. monies to be paid

on Jan 2, 2018. The price agreed upon
is \$1,100 each.

Oct 26, 2017

Nathan Nagel
Alvin Mihm



Cindy R Hebrink
October 26, 2017

"EXHIBIT C"

DECLARATION OF EASEMENT

This Declaration is made this ____ day of May, 2018, by Larry Mihm and Rita Mihm, husband and wife, and Ted W. Jensen, as Attorney in Fact for Nona Mihm, hereinafter "Declarant."

WHEREAS, Declarant is the owner of the following described property located in Fillmore County, Minnesota, to-wit:

See attached Exhibit A, hereinafter "Parcel 2"; and

WHEREAS, Declarant is the owner of the following described property located in Howard County, Iowa, to-wit:

See attached Exhibit B, hereinafter "Parcel 3"; and

WHEREAS Declarant is the owner of the following described property located in Howard County, Iowa, to-wit:

See attached Exhibit C, Hereinafter "Parcel 4"; and

WHEREAS, Declarant is the owner of the following described property located in Howard County, Iowa, to-wit:

See attached Exhibit D, hereinafter "Parcel 5"; and

WHEREAS, Declarant desires to provide for access over and across a portion of Parcel 2 from the public roadway to Parcels 3, 4, and 5, on the terms and conditions contained herein.

NOW, THEREFORE, Declarant hereby subjects Parcels 2, 3, 4, and 5 to the following easements, terms and conditions:

1. Declarant hereby grants, bargains and conveys unto the owners of Parcels 3, 4, and 5, their respective successors, heirs and assigns a nonexclusive, perpetual easement for driveway purposes over, under and across that portion of Parcel 2 legally described on the attached Exhibit E, depicted on the Certificate of Survey attached as Exhibit F and by reference made a part hereof.

2. Declarant hereby grants, bargains, and conveys unto the owners of Parcels 3, 4, and 5, their respective successors, heirs and assigns, a non-exclusive, perpetual easement for driveway purposes over, under and across that portion of Parcels 4 and 5 shown and depicted on the map attached as Exhibit G and by reference made a part hereof. Hereinafter the easement granted in paragraphs 1 and 2 above, are collectively referred to as the "Easement".

3. It is the intention of Declarant that the easement described in Exhibit E and the easement shown on Exhibit G be a continuous driveway North to South.

4. The Easement shall be used by the owners of Parcels 2, 3, 4 and 5 solely for the purposes incidental to the use of each parcel for agriculture and recreational purposes.

5. All costs of maintenance, repair and upkeep of the Easement shall be equally shared between the owners of Parcels 3, 4 and 5. If the owners of any such Parcel shall fail to pay such owners share of maintenance, repair, or upkeep of the Easement, any owner becoming responsible for payment of the share of the other owner shall have a lien upon the Parcel of the owner not paying such share and such lien shall be enforceable and may be foreclosed in the

same manner as foreclosure of a mechanic's lien under the laws of the State of Minnesota in force and effect from time to time. However, no filing of a mechanic's lien statement shall be necessary as a prerequisite to any foreclosure action, and in any such foreclosure action, the owner seeking to enforce the lien shall be entitled to all costs and reasonable attorneys' fees incurred in foreclosing the lien together with interest on the face amount of the lien, in addition to the actual amount of the lien claimed by the foreclosing owner.

6. Notwithstanding the foregoing provisions for shared costs, if the owner of any Parcel shall use the Easement for extraordinary purposes causing wear and tear to the Easement not incidental to agricultural and recreational purposes, the owner so using the Easement in such extraordinary manner shall be solely and exclusively responsible for all maintenance, repair, and upkeep of the Easement area resulting from the extraordinary use.

7. This Agreement shall run with the land and the rights and obligations arising herein from shall be appurtenant to the parcels of real property described in Exhibits B, C, and D attached hereto and by reference made a part hereof.

8. No amendment change or addition to this Declaration shall be effective unless in writing signed by the respective owners of each Parcel.

9. No waiver of any breach of the easements, rights, obligations, or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

10. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

11. A fully executed counterpart of this Declaration shall be recorded in the Office of the Fillmore County Recorder in Minnesota, and the Office of the Howard County Recorder in Iowa.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed
the day and year first above written.

By _____
Larry Mihm

BY _____
Rita Mihm

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of May, 2018, by
Larry Mihm and Rita Mihm, husband and wife.

Notary Public

EXHIBIT A
Parcel 2

That part of the fractional West One-Half of the Southwest Quarter (W 1/2 SW 1/4) of Section 31, Township 101 North, Range 11 West, Fillmore County, Minnesota, described as follows: Beginning at the Northwest Corner of said W 1/2 SW 1/4; thence North 89 degrees 15 minutes 35 seconds East (assumed bearing) along the North line of said W 1/2 SW 1/4, 537.09 feet; thence South 00 degrees 31 minutes 40 seconds West parallel with the East line of said W 1/2 SW 1/4, 572.00 feet; thence North 89 degrees 15 minutes 35 seconds East parallel with said North line of said W 1/2 SW 1/4, 837.83 feet to said East line of said W 1/2 SW 1/4; thence South 00 degrees 31 minutes 40 seconds West along said East line, 2036.32 feet to the Southeast Corner of said W 1/2 SW 1/4; thence South 89 degrees 46 minutes 49 seconds West along the South line of said W 1/2 SW 1/4, 1336.50 feet to the Southwest Corner of said W 1/2 SW 1/4; thence North 00 degrees 18 minutes 56 seconds West along the West line of said W 1/2 SW 1/4, 2595.61 feet to the point of beginning and containing 69.97 acres, more or less. Subject to easement for a Township Road across the Northerly line thereof. Subject to easement for access purposes across the Westerly side and through said parcel. Subject to any other easements of record.

EXHIBIT B
Parcel 3

60 acres consisting of: the SW 1/4 of the SW 1/4 and Lot 4, Lot 5, Lot 6 and Lot 7 of the Irregular Survey of the NW 1/4 of the SW 1/4, all in Section 12, Township 100 North, Range 12 West of the 5th P.M., Howard County, Iowa.

EXHIBIT C
Parcel 4

121 acres consisting of: Lot 12, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24 and Lot 25 of the Irregular Survey of the NW 1/4 of the NW 1/4 and the E 1/2 of the NW 1/4 except the East 14.8 Ac., Lot 1 and Lot 2 of the Irregular Survey of the SW 1/4 of the NW 1/4, the N 1/2 of the NE 1/4 of the SW 1/4, Lot 8, Lot 9 and Lot 10, of the Irregular Survey of the NE 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4, all in Section 12, Township 100 North, Range 12 West of the 5th P.M., Howard County, Iowa.

EXHIBIT D
Parcel 5

44 acres consisting of: Lot 1, Lot 2, Lot 3 and Lot 5 of the Irregular Survey of the NW 1/4 of the NW 1/4 and the E 1/2 of the NW 1/4 except the East 14.8 Ac., Lot 13 of the Irregular Survey of the SW 1/4 of the NE 1/4 and the East 14.8 Ac. of the E 1/2 of the NW 1/4, and the NW 1/4 of the NE 1/4 except beginning at the NE corner of the NW 1/4 NE 1/4; thence west 30 rods; thence southeasterly to a point 10 rods west of the SE corner of the NW 1/4 of the NE 1/4; thence east 10 rods; thence north to the point of beginning, all in Section 12, Township 100 North, Range 12 West of the 5th P.M., Howard County, Iowa.

EXHIBIT E
Easement - Minnesota

A 33.00 foot-wide easement for access purposes over and across that part of the fractional West One-Half of the Southwest Quarter (W 1/2 SW 1/4) of Section 31, Township 101 North, Range 11 West, Fillmore County, Minnesota, the centerline being described as follows: Commencing at the Northwest Corner of said W 1/2 SW 1/4; thence North 89 degrees 15 minutes 35 seconds East (assumed bearing) along the North line of said W 1/2 SW 1/4, 16.50 feet to the point of beginning of said easement centerline; thence South 00 degrees 18 minutes 56 seconds East parallel with and 16.50 feet Easterly of the West line of said W 1/2 SW 1/4 (when measured at right-angles to said West line) and along said centerline, 1624.78 feet; thence North 84 degrees 20 minutes 54 seconds East along said centerline, 379.34 feet; thence South 12 degrees 29 minutes 14 seconds West along said centerline, 174.50 feet; thence South 25 degrees 02 minutes 15 seconds West along said centerline, 132.85 feet; thence South 08 degrees 31 minutes 07 seconds East along said centerline, 282.77 feet; thence South 24 degrees 31 minutes 06 seconds West along said centerline, 480.84 feet to the South line of said W 1/2 SW 1/4 and there terminating. The sidelines of said easement are longer or shorter to meet existing property lines.

EXHIBIT F Survey

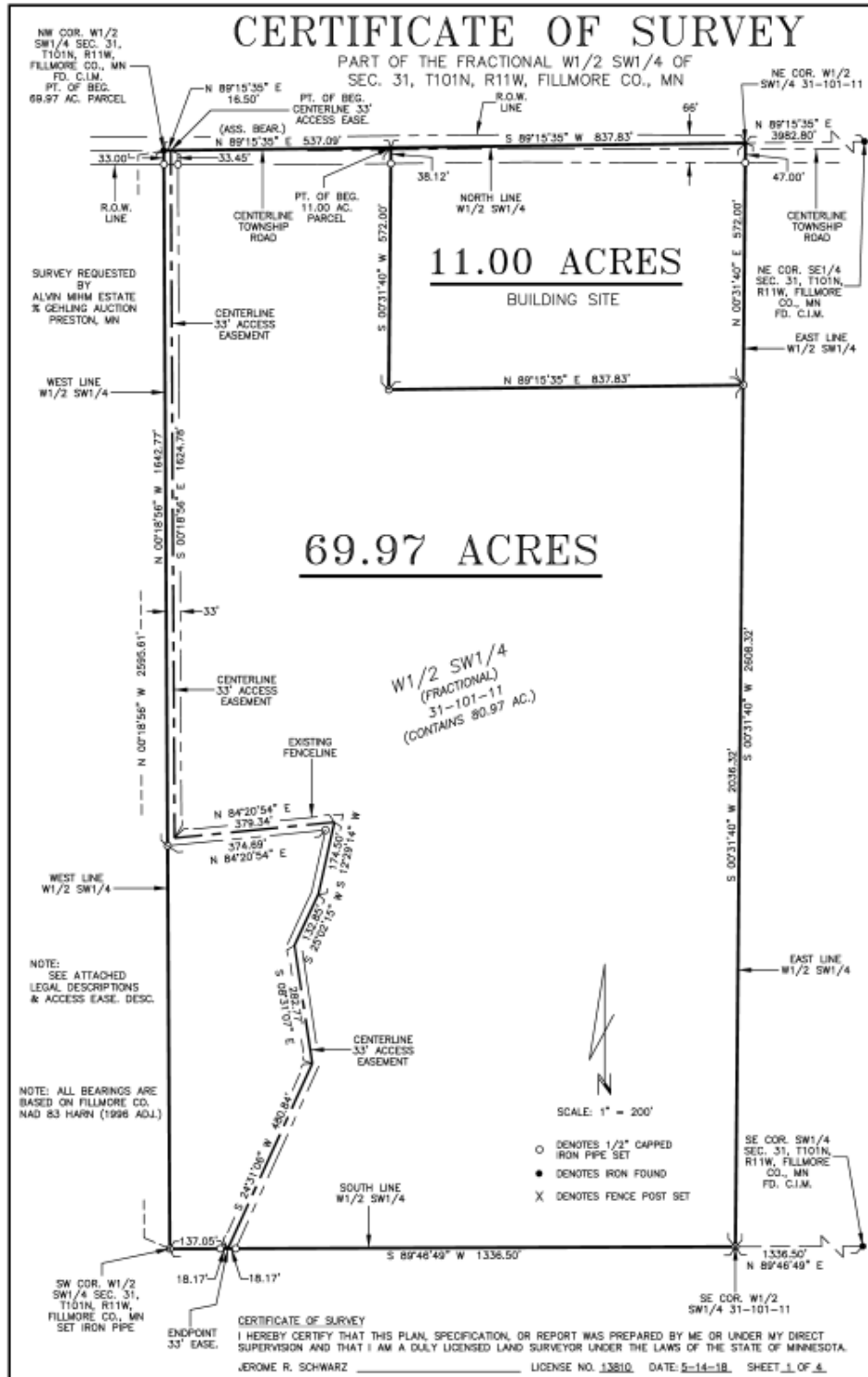


EXHIBIT G
Map of Easement - Iowa

