

Document # 2007-07211

Date: August 30, 2007 Time: 11:29 AM.

Fee \$ 72⁰⁰ R.E. Transfer Tax \$ —

Steve Mangan-Clinton County IA Recorder

Do not write or type above this line; for recorder use only.

(4-2004)

Return to Preparer: Anne Block, Farm Credit Services PO Box 350, DeWitt, IA 52742 PHONE: 563-659-5141

CTL 2: 300 CTL 3: 111 CIF: 122142 Note No: 201

Farm Credit Services of America

ASSIGNMENT OF LEASE

This assignment is made by Triple D Pork, LLC ("Assignors") to Farm Credit Services of America, FLCA ("Lender"),

WHEREAS, Assignor has entered into an Lease as Lessee with Dennis Campbell and Kristin Campbell, husband and wife as Lessor on certain real estate located in Clinton County, Iowa, a copy of such Lease identified in Exhibit "A" and

WHEREAS, Assignors, pursuant to a loan have executed a promissory note payable to Lender; and

WHEREAS, Assignor desires to assign such Lease to Lender as security for repayment of any indebtedness to Lender secured with the following described real estate in Clinton County, Iowa :

The south 238 feet of the east 550 feet of the Southeast Quarter of the Southeast Quarter of Section 29, Township 82 North, Range 3 East of the 5th P.M. in Clinton County, IA

NOW, THEREFORE, in consideration of such indebtedness, Assignor does hereby sell, assign, transfer and convey to Lender, it's successors and assigns, all of Assignor's right, title and interest in, to and under such Lease, as security for the payment in full of the above described indebtedness, any and all past, present and future debts and liabilities of Assignor to Lender and to facilitate the repayment of such indebtedness.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date set out in the acknowledgment.

ASSIGNOR: Triple D Pork LLC

By: Dale Ford as Manager

LLC ACKNOWLEDGMENT - MANAGER

STATE OF IOWA }
COUNTY OF CLINTON } ss

On this 28th day of August, 2007, before me, a Notary Public, personally appeared Dale Ford to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he/she is the manager of Triple D Pork LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him/her voluntarily executed.

(SEAL)



Christa Wilson
Notary Public in & for said County & State

My commission expires 5-22-07

EXHIBIT "A"

GROUND LEASE

This lease agreement is made July 6TH, 2007, between Dennis Campbell and Kristin Campbell, husband and wife, at 2457 Hwy 30 DeWitt, Ia. 52742 ("lessor"), and Triple D Pork, LLC[lessee], a limited liability company organized and existing under the laws of Iowa, having its principal office at 103 12th Av. DeWitt, Ia. 52742 ("lessee").
The parties agree as follows:

SECTION
ONE.

DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to lessee and lessee hires from lessor, for the purpose of conducting in and on such premises any lawful business and for no other purpose, those certain premises with the appurtenances, situated in Clinton County, Iowa, and more particularly described as:

The south 238 feet of the east 550 feet of the Southeast Quarter of the Southeast Quarter, Section 29, Township 82 North, Range 3, East of the 5th P.M.

As used in this lease agreement, the term "premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this lease agreement.

SECTION
TWO.
TERM

The initial term of this lease shall be for 99 years, commencing on the date of completion of the Hog confinement facility to be built on the premises which will be the date when hogs are first housed in the facility, and ending on the date when the facility is no longer used for the production of hogs and abandoned by lessee whichever event that occurs first in conjunction with the completion of payment of the construction loan whose terms are described on the attached exhibit "B". As used in this lease agreement, the expression "term of this lease agreement" refers to the initial term and to any renewal of this lease agreement as provided below.

SECTION
THREE.
RENT

Subject to adjustment as provided below, the total rent for the term shall be a lump sum of \$15,000, which lessee shall pay to lessor, receipt of which is acknowledged.

PAYMENT FOR MANURE AT COMPETITIVE RATE

A. On an annual basis, Lessor shall pay to Lessee for each ton of manure purchased by Lessor from lessee. Purchase price shall be agreed to in advance annually based upon 60% of the fall market value of local NH3 nitrogen value of the manure content. Payment to lessee shall be made within 2 weeks of the final application of the manure from the facility.

B. For the purposes of the paragraph immediately above, the term "competitive rate" means the generally prevailing transaction price between unaffiliated buyers and sellers in the area.

All manure purchased pursuant to the terms of this agreement will be measured by lessee in gallons.

C. Lessor will pay the cost of all manure application and transportation costs. Lessor shall also be responsible for any cost for the annual manure management plan updates that may be required by the DNR and associated soil sampling fees. Lessor will provide the required land for application of all manure from the building.

SECTION
FOUR.
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the leased premises in fee simple and has full right to make and enter into this lease and that lessee shall have quiet and peaceable possession of the leased premises during the term of this lease agreement.

SECTION
FIVE.
DELIVERY OF POSSESSION

If lessor, for any reason whatever, cannot deliver possession of the leased premises to lessee at the commencement of the lease term, as specified above, this lease agreement shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from such nondelivery.

SECTION
SIX.
USES PROHIBITED

Lessee shall not use, or permit the leased premises, or any part of the leased premises, to be used, for any purpose or purposes other than the purpose or purposes for which the leased premises are leased under this lease agreement. No use shall be made or permitted to be made of the leased premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part of such building, nor shall lessee sell, or permit to be kept, used, or sold, in or about the leased premises, any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease agreement, covering any building and appurtenances at any time located on the leased premises.

SECTION
SEVEN.
WASTE AND NUISANCE PROHIBITED

During the term of this lease, lessee shall comply with all applicable laws affecting the leased premises, the breach of which might result in any penalty on lessor, breach of lessor's mortgage terms or forfeiture of lessor's title to the leased premises. Lessee shall

not commit, or suffer to be committed, any waste on the leased premises, or any nuisance.

SECTION
EIGHT.
ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement. If lessee abandons, vacates, or surrenders the leased premises, or is dispossessed by process of law, or otherwise, any personal property belonging to lessee and left on the premises shall be deemed to be abandoned, at the option of lessor, except such property as may be encumbered to lessor.

SECTION
NINE.
LESSOR'S RIGHT OF ENTRY

Lessee shall permit lessor and the agents and employees of lessor to enter into and on the leased premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any liability to lessee for any loss of occupation or quiet enjoyment of the premises occasioned by the entry.

SECTION
TEN.
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the leased premises, together with all buildings and improvements placed by lessee on the premises, as security for any indebtedness of lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease agreement.

B. The holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease agreement, pay any of the rents due under this lease agreement, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease agreement, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease agreement or to prevent the termination of this lease agreement. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee as if done and performed by lessee.

SECTION
ELEVEN.
SUBLETTING AND ASSIGNMENT

Lessee may sublet the premises in whole or in part without lessor's consent, but the making of any sublease shall not release lessee from, or otherwise affect in any manner, any of lessee's obligations under this lease agreement. Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express, and written consent of lessor, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of lessor, terminate this lease agreement. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the leased premises or any buildings or improvements on the leased premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of lessor, terminate this lease agreement.

SECTION
TWELVE.
NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:
To lessor: 2457 Hwy 30, DeWitt, Ia. 52742
To lessee: 103 12th Av. DeWitt, Ia. 52742

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION
THIRTEEN.
TAXES AND ASSESSMENTS

A. Taxes as additional rental. As additional rental under this lease agreement, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the leased premises, or any part of the leased premises, the leasehold of lessee in and under this lease agreement, the premises described in this lease agreement, any building or buildings, or any other improvements now or later on the leased premises, or on or against lessee's estate created by this lease agreement that may be a subject of taxation, or on or against lessor by reason of its ownership of the fee underlying this lease agreement, during the entire term of this lease agreement, excepting only those taxes specifically excepted below.

B. Assessments affecting improvements. Specifically and without in any way limiting the generality of the provisions of paragraph A of this section, lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If

the right is given to pay either in one sum or in installments, lessee may elect either mode of payment and its election shall be binding on lessor.

C. Taxes excepted. In spite of anything in this section to the contrary, lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes that may be payable by lessor or lessor's legal representative, successors, or assigns, nor shall lessee be required to pay any tax that might become due on account of ownership of property other than that leased in this lease agreement which may become a lien on or collectable out of the property leased under this lease agreement.

SECTION
FOURTEEN.
CONSTRUCTION OF NEW BUILDING

A. Plans and specifications. On or before September 1, 2007, lessee shall, at lessee's sole expense, prepare plans and specifications for a new building to be erected on the premises which shall provide hog confinement facilities to feed up to 2,400 hogs. The plans and specifications shall be submitted to lessor for lessor's written approval or any revisions required by lessor. Lessor shall not unreasonably withhold approval, and in the event of disapproval, lessor shall give to lessee an itemized statement of reasons for disapproval within 14 days after the plans and specifications are submitted to lessor.

B. Construction. On or before September 1, 2007, lessee shall, at lessee's sole expense, commence and after such date diligently prosecute to completion the construction of the hog confinement facility, in accordance with the plans and specifications.

C. Alterations, improvements, and changes permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building that may, from time to time, be on the premises as lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, lessee shall obtain lessor's written approval of the plans and specifications, which approval lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, lessor shall give to lessee an itemized statement of reasons for the disapproval. If lessor does not disapprove the plans and specifications provided for in this section within 14 days after they have been submitted to lessor, the plans and specifications shall be deemed to have been approved by lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of the building, or that will adversely affect the structural integrity of the building.

D. Restoration. Lessee shall have the obligation to restore, at the expiration or other termination of this lease agreement, the building site to the condition as it existed at the commencement of the term of this lease agreement.

E. Disposition of new improvements. Any new building constructed by lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of lessor, and lessee shall have only a leasehold interest in them, subject to the terms of this lease agreement.

**SECTION
FIFTEEN.
REPAIRS AND DESTRUCTION OF IMPROVEMENTS**

- A. Maintenance of improvements. Lessee shall, throughout the term of this lease agreement, at its own cost, and without any expense to lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this lease agreement, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.
- B. No obligation by lessor to make improvements. Lessor shall not be obligated to make any repairs, replacements, or renewals, of any kind, nature, or description, to the leased premises or any buildings or improvements on the leased premises.
- C. Lessee's compliance with laws. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the leased premises, the improvements on or any activity or condition on or in the premises.
- D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the leased premises shall not release lessee from any obligation under this lease agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, lessee shall, at its own expense, promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to lessee for repair or replacement.
- E. Damage or destruction occurring toward end of term. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of the destruction of the building on the premises or damage to the building from any cause so as to make it untenable occurring during the last 5 years of the useful life of the building, lessee, if not then in default under this lease agreement, may elect to terminate this lease agreement by written notice served on lessor within 45 days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of lessee to repair or restore the building or improvements nor any right on the part of lessee to receive any proceeds collected under any insurance policies covering the building or any part of the building. On such termination, rent, taxes, assessments, and any other sums payable by lessee to lessor under this lease agreement shall be prorated as of the termination date.
- F. Election not to terminate. If, in the event of destruction or damage during the last 5 years of the building's useful life or the term of this lease agreement, lessee does not elect to terminate this lease, the proceeds of all insurance covering the damage or destruction shall be made available to lessee for repair or replacement, and lessee shall be obligated to repair or rebuild the building as provided above.

**SECTION
SIXTEEN.
UTILITIES**

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and lessor shall have no responsibility of any kind for any such utilities.

SECTION
SEVENTEEN.
LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions that lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

B. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within 30 days after the filing of the lien. In that case, and provided that lessee shall, on demand, protect lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease agreement until 20 days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid

C. Indemnification. In the event of any such contest, lessee shall protect and indemnify lessor against any and all loss, expense, and damage resulting from the contest.

SECTION
EIGHTEEN.
INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the leased premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as, or of a different kind than, the matters or things above set forth. Lessee shall indemnify lessor against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and improvements that are now on or later placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

**SECTION
NINETEEN.
ATTORNEY'S FEES**

If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

**SECTION
TWENTY.
REMEDIES CUMULATIVE**

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

**SECTION
TWENTY-ONE.
INSURANCE**

A. Insurance coverage of premises. Lessee shall, at all times during the term of this lease agreement and at lessee's sole expense, keep all improvements that are now or later a part of the premises insured against loss or damage by fire and the extended coverage hazards for \$500,000 or the full replacement value of the improvements, with loss payable to lessor and lessee as their interests may appear. Any loss adjustment shall require the written consent of both lessor and lessee.

B. Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$300,000. Such insurance shall specifically insure lessee against all liability assumed by it under this lease agreement, as well as liability imposed by law, and shall insure both lessor and lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for lessor and lessee.

C. Lessor's right to pay premiums on behalf of lessee. All of the policies of insurance referred to in this section shall be written in a form satisfactory to lessor and by insurance companies satisfactory to lessor. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to lessor. In the event of the failure of lessee, either to effect insurance in the names called for in this lease agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to lessor, lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to lessor with the next installment of rental. Failure to repay the same shall be a breach of this lease. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to lessor, that it

will give to lessor 30 days' written notice before the policy or policies in question shall be altered or canceled.

D. Definition of full replacement value. The term "full replacement value" of improvements, as used in this lease agreement, shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy.

E. Cost of insurance deemed additional rental. The cost of insurance required to be carried by lessee in this section shall be deemed to be additional rental under this lease agreement.

SECTION
TWENTY-TWO.
PROHIBITION OF INVOLUNTARY ASSIGNMENT;
EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Prohibition of involuntary assignment. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the leased premises or in the building or improvements on the leased premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of bankruptcy. Without limiting the generality of the provisions of the preceding paragraph A of this section, lessee agrees that if any proceedings under the Bankruptcy Act or any amendment to the act be commenced by or against lessee, and, if against lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or if lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which lessee is a party, with authority to take possession or control of the leased premises or the business conducted on the premises by lessee, and such receiver is not discharged within a period of 30 days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph A of this section shall be deemed to constitute a breach of this lease agreement by lessee and shall, at the election of lessor, but not otherwise, without notice or entry or other action of lessor, terminate this lease agreement and also all rights of lessee under this lease agreement and in and to the leased premises and also all rights of any and all persons claiming under lessee.

SECTION
TWENTY-THREE.
NOTICE OF DEFAULT

A. Except as to the provisions of Sections Eleven and Twenty-Two of this lease agreement, lessee shall not be deemed to be in default under this lease agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless lessor shall first give to lessee 10 days' written notice of the default and lessee fails to cure the default within 10 days.

B. Except as to the provisions or events referred to in the preceding paragraph of this section, lessee shall not be deemed to be in default under this lease agreement unless

lessor shall first give to lessee 10 days' written notice of the default, and lessee fails to cure the default within the 10-day period, or, if the default is of such a nature that it cannot be cured within 10 days, lessee fails to commence to cure the default within the period of 10 days or fails to proceed to the curing of the default with all possible diligence.

SECTION
TWENTY-FOUR.
DEFAULT

Should lessor at any time terminate this lease agreement for any breach, in addition to any other remedy it may have, lessor may recover from lessee all damages incurred by reason of the breach, including the cost of recovering the leased premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from lessee to lessor.

SECTION
TWENTY-FIVE.
LESSOR'S RIGHT TO PERFORM

If lessee, by failing or neglecting to do or perform any act or thing provided in this lease agreement by it to be done or performed, shall be in default under this lease agreement and such failure shall continue for a period of 10 days after written notice from lessor specifying the nature of the act or thing to be done or performed, then lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the leased premises for such purposes, if lessor shall so elect), and lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to lessee on account of that election. Lessee shall repay to lessor on demand the entire expense incurred on account of the election, including compensation to the agents and employees of lessor. Any act or thing done by lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by lessee, or as a waiver of any covenant, term, or condition contained in this lease agreement, or of any other right or remedy of lessor, under this lease agreement or otherwise. All amounts payable by lessee to lessor under any of the provisions of this lease agreement, if not paid when they become due as in this lease agreement provided, shall bear interest from the date they become due until paid at the rate of 9% per annum, compounded annually.

SECTION
TWENTY-SIX.
LESSEE'S RIGHT OF FIRST REFUSAL
TO PURCHASE LEASED PREMISES

If at any time during the term of this lease agreement lessor shall receive from any third party a bona fide offer to purchase the leased premises at a price and on terms acceptable to lessor, lessor shall give written notice of the price and terms to lessee, and lessee shall have 14 days after such notice in which to execute a written agreement with lessor for the purchase of the leased premises at that price and on those terms. If lessor shall so notify lessee and lessee shall fail to execute the agreement within the 14-day

period, lessor shall then be free to sell the property to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to that party, then all rights of lessee under this section shall promptly terminate. If the property is not sold to the party making the offer, then lessor shall give lessee the same right to purchase the property on receiving any subsequent offer from any third party that is acceptable to lessor; provided, however, that nothing contained in this section shall in any way limit the right of lessor to transfer or convey the leased premises on the dissolution of lessor or otherwise, for nominal or no consideration, and lessee shall have no right to purchase the property in the event of a transfer or conveyance.

SECTION
TWENTY-SEVEN.
LESSEE'S OPTION TO TERMINATE

Lessee shall have the right, by written notice to lessor given at least 180 days prior to: (a) the expiration of the first 10-year period of the term of this lease agreement; to terminate this lease agreement and surrender its leasehold interest under this lease agreement to lessor, effective on the expiration of the first-year period. On the effective date, if lessee has performed all of its cleanup obligations required upon termination, lessee shall be relieved from all further liability under this lease agreement and shall deliver possession of the leased premises to lessor.

SECTION
TWENTY-EIGHT.

The voluntary or other surrender of this lease agreement by lessee, or a mutual cancellation of this lease agreement, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or subtenancies or may, at the option of lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION
TWENTY-NINE.
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease agreement for any cause, lessor shall become the owner of any building or improvements on the leased premises.

SECTION
THIRTY.
WAIVER

The waiver by lessor of, or the failure of lessor to take action with respect to, any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement. The subsequent acceptance of rent under this lease agreement by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease agreement, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of a preceding breach at the time of acceptance of rent.

**SECTION
THIRTY-ONE.
EFFECT OF LESSEE'S HOLDING OVER**

Any holding over after the expiration of the term of this lease agreement, with the consent of lessor, shall be construed to be a tenancy from month-to-month, at a monthly rental of \$1,000, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

**SECTION
THIRTY-TWO.
PARTIES BOUND**

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

**SECTION
THIRTY-THREE.
TIME OF THE ESSENCE**

Time is of the essence of this lease agreement, and of every covenant, term, condition, and provision of this lease agreement.

**SECTION
THIRTY-FOUR.
GOVERNING LAW**

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of Iowa.

**SECTION
THIRTY-FIVE.
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this agreement.

**SECTION
THIRTY-SIX.
MODIFICATION OF AGREEMENT**

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION
THIRTY-SEVEN.
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.

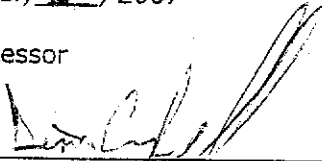
SECTION
THIRTY-EIGHT
ARBITRATION OF DISPUTES

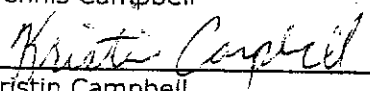
All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 15 days after the dispute first arises. Subsequently, arbitration shall be conducted by such as: three arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

Each party to this agreement has caused it to be executed at DeWitt, Iowa on the date indicated below.

July 6TH, 2007

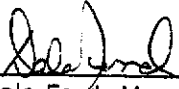
Lessor

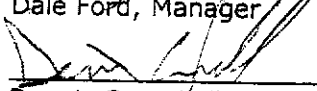


Dennis Campbell


Kristin Campbell

Lessee, Triple D Pork, LLC



Dale Ford, Manager


Dennis Campbell, Manager