AGREEMENT OF PARTNER WITHDRAWAL AND TRANSFER

Agreement made this 31st day of December, 1990, by and between Jon Mark Thomas, John Mack Thomas, Lyle Eugene Orcutt and Lila Jean Thomas:

WHEREAS, under a Partnership Agreement dated the 8th day of July, 1984, Jon Mark Thomas, John Mack Thomas and Lyle Eugene Orcutt have carried on the business of owning, building upon, altering, repairing, renting, leasing and otherwise dealing with real and personal property, particularly the real estate hereinafter referred to as "Pronto Market" in the City of Earlville, Delaware County, Iowa, under the partnership name of T.O.T. PARTNERSHIP, and it has been agreed that John Mack Thomas shall withdraw from the partnership and shall transfer all of his interest and shares therein to Lila Jean Thomas for an amount agreed to by the partnership as the fair market value of the shares and interest of John Mack Thomas; and

WHEREAS, the assets of the partnership, including goodwill, after deducting the debts and liabilities of the partnership, have been agreed to be taken at the value of $105,000.00, of which the one-third (1/3) share and interest of John Mack Thomas has been fixed and agreed as the sum of $35,000.00;

NOW, THEREFORE, it is agreed as follows, to-wit:

1. Withdrawal and Transfer.

a. John Mack Thomas hereby withdraws from the partnership as and from the 1st day of January, 1991, and transfers all his share and interest therein unto Lila Jean Thomas, who hereby agrees to purchase such share and interest of John Mack Thomas effective as and from the 1st day of January, 1991, and shall then become subject to all of the terms and conditions of the original Partnership Agreement;

b. Jon Mark Thomas and Lyle Eugene Orcutt hereby accept Lila Jean Thomas as a partner succeeding to the share and interest of John Mack Thomas and agree and accept the withdrawal of John Mack Thomas as a partner in T.O.T. PARTNERSHIP effective as and from the 1st day of January, 1991;

c. Jon Mark Thomas, Lyle Eugene Orcutt and John Mack Thomas hereby expressly waive any and all rights and obligations as the remaining partners or the withdrawing partner under the provisions of Paragraph 10 (Restriction of Transfer) and of Paragraph 11 (Withdrawal of Partner) of the Partnership Agreement of July 8, 1984, and hereby expressly agree that Lila Jean Thomas shall have all of the rights and obligations that were held by John Mack Thomas and shall succeed to the share and interest of John Mack Thomas as the third partner in T.O.T. PARTNERSHIP;

d. The partnership shall amend the trade name affidavit on file in the Office of the Recorder of Delaware County, Iowa, to show the withdrawal of John Mack Thomas and the replacement by Lila Jean Thomas, pursuant to Chapter 547 of the Iowa Code.

2. Payment of Partnership Share and Interest. Lila Jean Thomas shall pay for her purchase of the share and interest of John Mack Thomas in the following manner:

a. On January 1, 1991, Lila Jean Thomas shall pay to John Mack Thomas the sum of $5,000.00 in cash and will further execute a promissory note in the sum of $30,000.00, payable to John Mack Thomas, with interest at the rate of 10% per annum. Payment of the note shall be as follows:

i. Commencing February 1, 1991, Lila Jean Thomas shall pay to John Mack Thomas the sum of $250.00; this payment represents interest on the amount owed only and shall be paid on the 1st day of each month, beginning with February 1, 1991, to and including December 1, 1992;

ii. Commencing January 1, 1993, Lila Jean Thomas shall pay to John Mack Thomas the sum of $637.41; this payment represents interest and principal on the amount owed and shall be paid on the 1st day of each month, beginning with January 1, 1993, to and including December 1, 1997, when all sums due and payable under the note shall be paid in full. These payments shall be credited first to interest and then to principal.

FILE No. 69-1694
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF January, 19 91 AT 10:24 O'CLOCK A. M. BOOK 8 PAGE 79
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Art, of Inc.

3. Mutual Releases. John Mack Thomas, effective January 1, 1991, hereby releases Jon Mark Thomas and Lyle Eugene Orcutt, and Jon Mark Thomas and Lyle Eugene Ocurtt, effective January 1, 1991, hereby release John Mack Thomas, from all actions, accounts, claims and demands in relationship to the partnership.

4. Covenant Not to Compete. John Mack Thomas shall not engage in the business of operating and managing a Pronto Market within any radius of five (5) miles from the City of Earlville, Delaware County, Iowa, for a period of five (5) years from January 1, 1991.

5. Further Instruments. The parties shall execute such further deeds and instruments as may be necessary to carry this agreement into effect.

In Witness Whereof, the parties have signed this agreement in quadruplicate on the day and date first above written.

Jon Mark Thomas

John Mack Thomas

Lyle Eugene Orcutt

Lila Jean Thomas

On this 31st Day of December, 1990 personally appeared Jon Mark Thomas, John M Thomas, Lila Jean Thomas, and Lyle E Orcutt who signed the above document and declared it to be their voluntary act and deed.

James E Laxson, Notary Public

JAMES E. LAXSON NOTARIAL SEAL IOWA

3/1/92

On this 31 st day of December, 1990, before me James E Laxson, the undersigned a Notary public in and for the state of Iowa, personally appeared Jon Mark Thomas, John M Thomas, Lyle E Orcutt, and Lila Jean Thomas, to me personally known, who being personally and duly sworn, did say that they are partners of T.O.T. Partnership, a Partnership, and that the instrument was signed on behalf of the partnership, and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the Partnership and by the partners voluntarily executed.

James E Laxson, Notary Public

JAMES E. LAXSON NOTARIAL SEAL IOWA

3/1/92