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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

AGREEMENT
Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920

Taxpayer Information:
Harold Wulfekuhle
2156 102nd Street
Edgewood, Iowa 52042

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, IA 52057

Grantors:
John J. Tinker and Gladys M. Tinker

Grantees:
Harold & Katherine Wulfekuhle

Legal Description: See Page 2 and 3

Document or instrument number if applicable:

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE
FOR RECORDER

AGREEMENT

This Agreement entered into this 4th day of October, 2006, by and between John J. Tinker and Gladys M. Tinker, husband and wife, (hereinafter "First Parties") and Harold Wulfekuhle and Katherine Wulfekule, husband and wife, and H & K Farms, L.L.C., an Iowa Limited Liability Company, (hereinafter "Second Parties").

WHEREAS, Second Parties have purchased from First Parties the following described real estate located in Delaware County, Iowa and legally described as follows:

The North Two Hundred Fifty-four (254) feet of the West Six Hundred (600) feet of the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa

AND WHEREAS, as part of the conditions of the sale of the above described real estate by First Parties to Second Parties, Second Parties agrees to grant onto John J. Tinker, Gladys M. Tinker, and Eugene D. Tinker, the Right of First Refusal to purchase the above described real estate in the event that Second Parties or any of them, shall ever sell the premises, except to family members of Harold and Katherine Wulfekuhle as described herein.

AND WHEREAS, as a further condition of the sale of the above described real estate by First Parties to Second Parties, Second Parties agree to grant onto First Parties, and Eugene D. Tinker and Sharon K. Tinker, the right to receive all the manure from swine facilities operated by Second Parties on the above described real estate, or so much of said manure as First Parties, and Eugene D. Tinker and Sharon K. Tinker should desire to spread on real estate hereinafter described herein.

AND WHEREAS, as a further condition of the sale of the above described real estate by First Parties to Second Parties, Second Parties agree that they will construct, erect and maintain a fence around the above described premises; and the Second Parties further agree that they will repair any title lines damaged during the construction of the swine facility referred to above.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. Second Parties, for and on behalf themselves, their heirs, successors and assigns, agree that they shall not enter into any binding agreement to sell the above described premises without first offering the premises for sale to John J. Tinker, Gladys M. Tinker and Eugene D. Tinker at the price and under the same terms and conditions as any offer received by Second Parties. The said

John J. Tinker, Gladys M. Tinker and Eugene D. Tinker shall have 15 days to exercise their option to purchase the premises and shall do so in writing. If the option is exercised then they shall complete the purchase within 60 days of receipt of the initial notice from Second Parties.

2. Notwithstanding the provisions of Paragraph 1 hereof, Second Parties shall have the right to sell and/or convey the premises to any of the children of Harold and Katherine Wulfekuhle, provided however, that any such children of the said Harold and Katherine Wulfekuhle who shall receive title to the said premises shall be subject to the same Right of First Refusal as stated herein.

3. In the event that Second Parties or any of the children of the said Harold and Katherine Wulfekuhle shall give notice to the said John J. Tinker, Gladys M. Tinker and Eugene D. Tinker of the Right of First Refusal as provided herein, and said right if not exercised, they shall then be free to sell the premises under the terms and conditions as provided in any said binding Agreement to sell the premises. However, if the real estate is not sold under the terms of the Agreement for which the said John J. Tinker, Gladys M. Tinker and Eugene D. Tinker were provided notice, then the Right of First Refusal shall remain in effect for any future sale, transfer or conveyance of the premises.

4. Second Parties, for and behalf of themselves, successors and assigns, hereby grant onto First Parties, and Eugene D. Tinker and Sharon K. Tinker, their heirs, successors and assigns, the right to obtain and remove all manure produced on the Swine facility or facilities on the real estate described above to be spread and/or placed on the following described real estate:

   The Northeast Quarter (NW ¼) of Section Twenty two (22), Township Ninety North (T90N), Range Five (R5), West of the Fifth P.M.

   And

   The Southwest Quarter (SW ¼) of Section Twenty Three (23), Township Ninety North (T90), Range Five (5), West of the Fifth P.M., in Delaware County, Iowa except Parcel A, and except North 254 feet of the West 600 feet thereof.

5. Said First Parties, and Eugene D. Tinker and Sharon K. Tinker, or their agents, heirs, successors and assigns, shall have full and complete access to the Second Parties property at all reasonable times to remove manure from the premises. In the event that Second Parties, their heirs, successors and assigns, should at any time impede or prohibit the removal of manure from the premises by the First Parties, Eugene D. Tinker, Sharon K. Tinker, their agents, heirs, successors and assigns, the parties agree that the remedy at law for such breach of this provision would be inadequate and the First Parties, and Eugene D. Tinker, Sharon K. Tinker, their heirs, successors and assigns, shall be entitled to injunctive relief in case of such breach as well as any and all remedies, legal or equitable that may be available to the parties.

6. Second Parties, for and on behalf of themselves, their heirs, successors and assigns, hereby agree within 30 days of the date of this Agreement they shall construct and erect a cattle tight fence around the herein described real estate purchased from First Parties; and shall be responsible for all future maintenance and repairs of said fence. In addition, Second Parties agree that following the completion of the construction of the swine facility on the premises that they will repair any and all tile lines damaged during construction.

7. Except as provided herein, the provision of this Agreement shall run with land and the binding on the Second Parties, their heirs, successors and assigns, provided however, the provisions of this Agreement may be altered or amended by written Agreement between the parties hereto.

Dated this 4th day of October, 2006.

Harold Wulfekuhle
Harold Wulfekuhle

John J. Tinker
John J. Tinker

Katherine Wulfekuhle
Katherine Wulfekuhle

Gladys M. Tinker
Gladys M. Tinker

H&K Farms, L.L.C., an Iowa Limited Liability Co.

Harold J Wulfekuhle
BY: Harold Wulfekuhle-Manager

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 4th day of October 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared John J. Tinker and Gladys M. Tinker, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa

STATE OF IOWA COUNTY OF DELAWARE, ss:

On this 5th day of October 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold Wulfekuhle and Katherine Wulfekuhle, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa

STATE OF IOWA , COUNTY OF DELAWARE

This instrument was acknowledged before me on October 5, 2006, by

Harold Wulfekulhe as Manager of

H&K Farms, L.L.C.

, Notary Public

(Section 9E.15(2), Code of Iowa)

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Acknowledgment: For use in the cases of corporations, limited liability companies, partnerships, a limited partnership with an individual general partner, natural persons acting by power of attorney, and individual fiduciaries

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