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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return to: Werner Hellmer, DAY & HELLMER, P.C., 137 1st Avenue East, PO Box 342, Dyersville, IA 52040; (563) 875-9733

RIGHT OF FIRST REFUSAL

This agreement is entered into this 17th day of February, 2017 by and between BENA MOKODA, LLC, an Iowa Limited Liability Company, and MICHAEL A. KONZEN and KELLI L. HILLEBRAND, ("GRANTOR"), and JAY A. KONZEN and CHERI L. KONZEN, husband and wife ("Grantee").

RECITALS

A. Grantor is purchasing from Grantee and will be the owner of real estate in Delaware, Iowa described as:

Parcel 2016-67 Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa

And

Parcel 2016-68 Part of the Northwest ~~west~~ east Quarter (NW ~~NW~~ NE 1/4) of the Northeast Quarter (NE 1/4) and Part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) all in Section Thirteen (13), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa

(the "Real Estate")

B. In consideration of Grantee's sale of the Real Estate to Grantor, Grantor desires to grant to Grantee a right of first refusal with respect to the Real Estate and the parties desire to set forth such agreement in writing.

THEREFORE, in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. Grant of Right of First Refusal. Grantor hereby grants to Grantee, and Grantee hereby accepts, a right of first refusal with regard to the Real Estate as follows:

   If Grantor receives a bona fide offer from a third party to purchase the Real Estate, Grantor shall give notice in writing to Grantee stating the price and terms upon which the Real Estate is proposed to be sold and purchased via the bona fide offer from the third party, and Grantor shall provide a copy of such offer to Grantee. Grantee shall have the right to purchase the Real Estate at the price and on the terms so stated, except as otherwise provided herein. If Grantee does not so elect to purchase the Real Estate within 20 days from the date on which Grantee receives written notice as set out above, Grantor shall have the right to sell the Real Estate at not less than the price so stated and on terms no more favorable to the third party; thereafter, Grantee shall no longer have a right of first refusal hereunder. If Grantee matches the bona fide third party offer by notice in writing to Grantor within 20 days of Grantee's receipt of such written notice, then Grantor shall proceed to continue the abstract and proceed to closing following the procedure and within the time as described in paragraph 2 below. A "bona fide" third party offer for these purposes shall be a written offer to purchase the parcel from a buyer with the documented financial capability (e.g., bank letter) to afford such purchase and to pay the purchase price in a timely fashion.

   The right of first refusal granted herein shall run with title to the Real Estate and be binding upon the parties hereto.

2. Closing upon Exercising Right. Upon Grantee's exercising the right of first refusal herein, Grantor, at its expense, shall promptly continue and pay for the abstract of title to the Real Estate continued through a date not more than thirty (30) days prior to the closing date stated in the notice of the exercise of the option. The proposed closing date shall be no later than sixty (60) days after the date the written exercise of the right is delivered to the Grantor. Such abstract shall show merchantable title in Grantor in conformity with this agreement, Iowa law and the title standards of the Iowa State Bar Association. The Real Estate shall be conveyed to Grantee free and clear of all liens and encumbrances.

3. Miscellaneous. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Time is of the essence with respect to this agreement. This agreement constitutes the entire understanding of the parties with regard to the specific subject matter hereof (i.e., right of first refusal and option). This agreement shall not be

changed, modified or amended, except in writing, signed by the party to be charged and this agreement may not be discharged except by performance in accordance with its terms. In the event of a breach of this agreement the non-breaching party shall be entitled to all rights and remedies available at law or equity and to recover any attorney's fees and court costs incurred in enforcing this agreement. This agreement shall be binding upon Grantor and any affiliated or related party entity to which Grantor may assign the Real Estate as part of any financing or development project.

Jay A. Konzen

Cheri L. Konzen
728 5th St. SW
Dyersville, IA 52040
(563) 543-5637

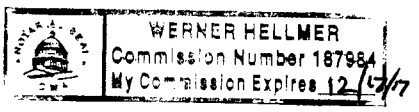
Bena Mokoda, LLC by
Michael A. Konzen, Member and Manager

And

Kelli L. Hillebrand, Member
1725 Jordyn Court
Davenport, IA 52807
(563) 590-2375

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

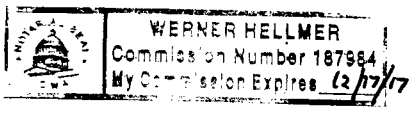
On this 17th day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jay A. Konzen and Cheri L. Konzen, husband and wife, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for State of Iowa

STATE OF IOWA)
COUNTY OF Dubuque) ss:

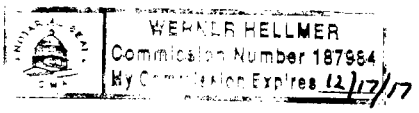
On this 17th day of February, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Michael A. Konzen, to me personally known, who being by me duly sworn did say that he is the Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of said limited liability company by authority of its members and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



Notary Public in and for the State of Iowa

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This record was acknowledged before me on February 17, 2017, by Michael A. Konzen, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

STATE OF IOWA)
COUNTY OF Dubuque) ss:

This record was acknowledged before me on February 17, 2017, by Kelli L. Hillebrand, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa

