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**AMENDED AND RESTATED
OPTION AGREEMENT**

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS AGREEMENT is made effective as of the 27th day of April, 1999, by and between the Southern Iowa Community Dairy Cooperative, an Iowa cooperative association ("Holder"); and Jeff and Patty Kiddoo of Lorimor, Iowa (collectively, "Owner").

WHEREAS, Owner is the owner of the property ("Property") consisting of approximately fifty-eight (58) acres described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Owner is willing to give and grant an irrevocable option for the purchase of the Property to Holder for the period and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties mutually agree as follows:

1. The Owner does hereby give and grant to Holder a first, exclusive, and irrevocable option for the purchase of the Property for a period of time commencing upon the execution hereof and ending October 1, 2000.

2. Owner acknowledges receipt of the option payment of one thousand five hundred dollars (\$1,500), which shall not be refundable except in the event of a breach of this Option Agreement by Owner, in which case the option payment shall be refunded in full.

3. The purchase price for the Property shall be one thousand five hundred dollars (\$1,500) per acre for the required acres, payable in cash at closing. In addition, Holder would pay a total of ten thousand dollars (\$10,000) at closing for two grain bins. After exercise and prior to closing, Holder shall obtain at its cost a survey to determine the legal description and boundaries of the Property. The survey shall disclose all land subject to easements, rights-of-way, roads, or other matters which would prevent its use for construction of a dairy facility. Holder and Owner each shall pay half of the reasonable costs of fencing the boundaries of the Property. It is agreed that at time of closing, all or part of the purchase price may be used to pay taxes, other liens, acquire outstanding interests, if any, of other parties, and otherwise render title marketable as herein provided.

4. Owner shall forthwith furnish to Holder an abstract of title continued from government entry to date showing title as herein provided. Said abstract shall be recontinued through closing at Owner's expense and, upon payment of the purchase price, shall become the property of Holder.

5. In the event that Holder exercises the option, the parties shall close this transaction and possession shall be given within sixty (60) days of notice of option exercise.

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*Option Agreement
not recorded*

6. At closing, Owner will convey good and merchantable title, free and clear of all liens and encumbrances whatsoever, except the following permitted encumbrances none of which shall prohibit Holder's use of the premises for construction and operation of a dairy facility: (a) zoning ordinances of record; (b) restrictions and covenants as may be shown of record; and (c) easements of record, if any. In the event any of the above exceptions shall prohibit Holder's use of the premises for a dairy facility, this Option Agreement, at the sole option of Holder, shall be void and all funds paid to Owner hereunder shall be returned. The cost of revenue stamps, if any, shall be borne by Owner.

7. During the pendency of this Option Agreement, the Owner expressly agrees to supply all necessary information requested by Holder and/or its proposed general contractor for purpose of preparing a construction contract bid and access to the Property for the purpose of conducting soil tests, and cooperate fully in obtaining approvals deemed necessary or desirable by Holder from governmental entities or agencies and financing institutions, for site plan approval, issuance of building permits, and financing commitments. The foregoing will include execution of documents required by any such entity, agency, or institution so long as the obligations imposed thereby may be freely revoked if Holder does not exercise this option. Owner shall specifically provide information with regard to special assessments; easements; drainage retention requirements; platting requirements; availability, location, quantity, and cost to connect to utilities, such as sewer, water and gas; and zoning requirements.

Owner further agrees to maintain the subject Property in a commercially reasonable manner until closing, such that said Property, in its present condition will be preserved and delivered intact at the time possession is given.

Owner further agrees that no existing lease will be renewed and no new lease will be executed for all or any part of the subject Property during the option period without the prior written consent of Holder, and that the conveyance at closing will be free and clear of any leasehold interests.

Owner shall also forthwith furnish to Holder true copies of all existing leases and subleases, if any, and all amendments thereto.

8. All personal property that integrally belongs to or is part of said Property, whether attached or detached, shall be considered a part of the Property and covered by this Option Agreement. The foregoing shall include any boundary and/or topographical surveys in Owner's possession, which shall be forthwith delivered to Holder and returned to Owner if this option is not exercised. Holder's use of any such surveys shall be without any liability to the preparer thereof and Owner indemnifies Holder against all such claims and the cost of defending against same.

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9. At time of closing, real estate taxes shall be prorated between the parties in the customary manner, and any special assessments or other governmental charges against the Property which are a lien as of the date of closing shall be paid by Owner. Any tax proration shall be based upon the last available tax bills.

10. If this option is exercised, all option payments made prior to such exercise shall be deemed a credit against the purchase price.

11. Holder shall have the right during the pendency of this Option Agreement, personally and/or through agents and employees, to enter upon and test the soils and substrata if desired and otherwise examine the premises as Holder deems necessary.

12. Owner agrees not to make any press or information releases regarding the existence of this Option Agreement or the terms and conditions thereof, and will treat the same as confidential except to enforce the terms thereof, or to respond to compulsory judicial process. Holder reserves the right after option exercise to record this Option Agreement, or a memorandum thereof which Owner will execute upon request.

13. This Option Agreement shall be binding upon the heirs, successors, and assigns of the parties. Holder shall have full right, power, and authority to assign this Option Agreement to any other person, firm, or corporation.

14. This option shall be exercised by mailing written notice thereof to Owner by United States mail, return receipt requested, and shall be effective if postmarked prior to twelve o'clock midnight on the final day of the option period. Any notice to Owner shall be addressed to 3210 Pawn Avenue, Lorimor, Iowa 50149; and to Holder will be addressed to 304 North East Street, Macksburg, Iowa 50155, Attention: Dave Collings; or such other address as either party may designate by written notice to the other.

SOUTHERN IOWA COMMUNITY
DAIRY COOPERATIVE

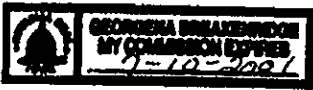
By: Marvin Eivins
Marvin Eivins, President

Jeff Kiddoo
Jeff Kiddoo

Patty Kiddoo
Patty Kiddoo

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 27 day of APRIL, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jeff Kiddoo and Patty Kiddoo, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledges that they executed the same as their voluntary act and deed.

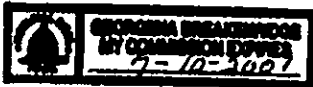


Georgena Breakridge
Notary Public
in and for said County and State IOWA

[SEAL]

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 27 day of APRIL, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Marvin Eivins, to me personally known, who being by me duly sworn, did say that he is the President of said association, that no seal has been procured by the said association, and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors; and the said Marvin Eivins acknowledged the execution of said instrument to the voluntary act and deed of said association by it voluntarily executed.



Georgena Breakridge
Notary Public
in and for said County and State IOWA

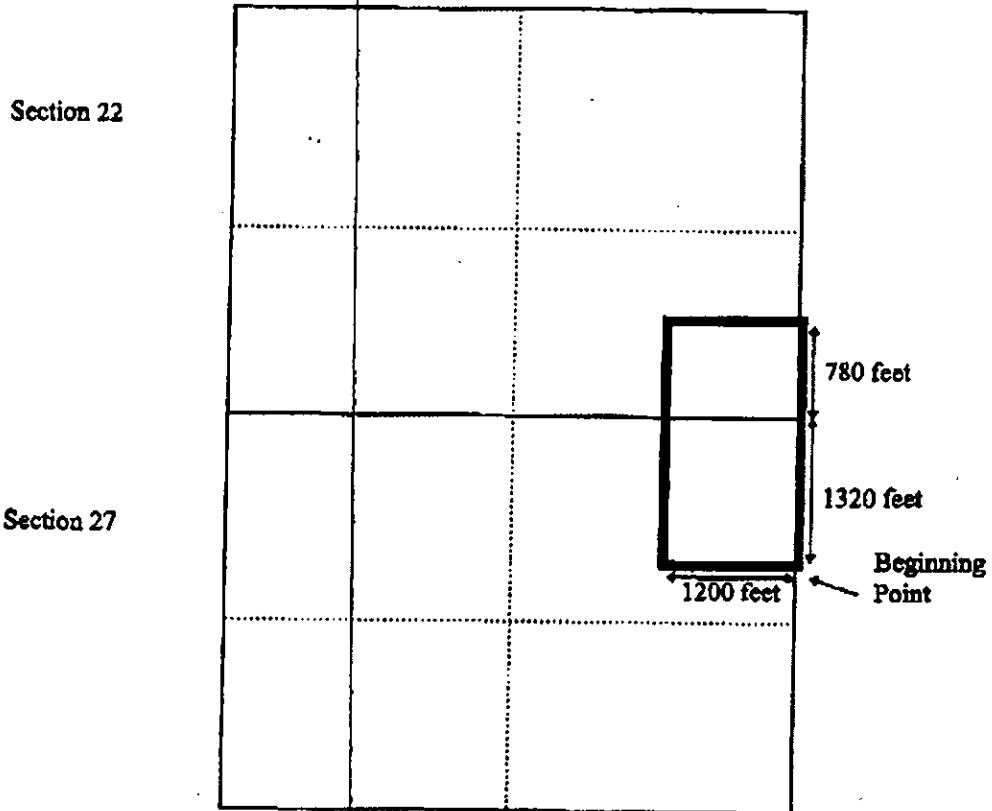
[SEAL]

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EXHIBIT A
DESCRIPTION OF PROPERTY

The Property consists of approximately fifty-eight (58) acres located in the northeast quarter of the northeast quarter of Section 27, and in the southeast quarter of the southeast quarter of Section 22, in Grand River Township, Madison County, Iowa, and described more particularly as a rectangle, beginning in the southeast corner of Owner's farm, north 1320 feet in Section 27 and north an additional 780 feet in Section 22, and also from the point of beginning, west 1200 feet in Section 27, as indicated in the drawing below:



A legal description of the Property will be available after the Property is surveyed. The precise shape of the plot may differ from the above description upon the mutual agreement of the parties.

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