

EXHIBIT "A"

In the Iowa District Court for Baene County

Case Name _____
 Case No. _____
 Notice recd. this date 5-1-90

STATE OF IOWA)
) ss
Baene COUNTY)

RETURN OF SERVICE:
 Personal 1
 Dwelling/Substitute 2
 Hotel, Boarding/Rooming House 3
 Corporation/Association 4
 Official (State, County, City) 5
 Spouse away from residence 6
 Other _____ 7

Type of Service Code

I certify that I served a copy of:

- Petition and Original Notice
- Modification/Application and Notice
- Order to Show Cause
- Order Filed _____
- Writ _____
- Other Notice of Right of First Refusal

Served:

Richard Stanley at RR#1 Cummings, Ia. on 5-1-90 Type Code 1
 (NAME) (ADDRESS) (DATE)

Mary Ellen Stanley at RR#1 Cummings, Ia. on 5-1-90 1
 _____ at _____ on _____
 _____ at _____ on _____
 _____ at _____ on _____
 _____ by serving _____ at _____
 (NAME) (NAME) (ADDRESS)

_____ on _____, (a person residing therein who was then at least 18 years old) or (spouse away from residence). [Strike non-applicable part.]

_____ by serving _____
 (COMPANY/GOVERNMENT UNIT NAME) (NAME)

its _____, on _____, at _____
 (TITLE) (DATE)

FILED NO. 2260
 BOOK 126 PAGE 613
 90 MAY -9 PM 1:42
 MARY E. WELTY
 RECORDER
 MADISON COUNTY, IOWA
 Fee \$30.00

NOTES: (Diligent Search, etc.)

Fees:
 Service 110.00 ^{pd.} 5/2/90
 Mileage 36.40
 Copy _____
 Total 146.40

Clair R. Reed
 (OFFICIAL TITLE)

Fees charged to/paid by Atty/Party:
Doran, Caveter, Quinn + Doran

IND. REC. PAGE 1

NOTE: Copy of Original Notice, if served, must be attached to this form.

RETURN OF SERVICE

VERIFICATION

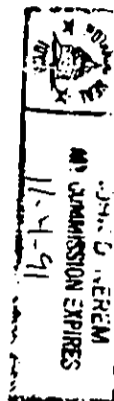
STATE OF IOWA,
Boone County, ss.

I solemnly swear that I served the within notice and the return of said service as endorsed thereon is true and correct.

David M. Reed

Subscribed and sworn to before me this 2 day of May, 1990

John N. New
(SEAL) Notary Public



ACCEPTED SERVICE

Due and legal service of the within notice and the receipt of copy of the same, on the _____ day of _____, A. D., 19____, at _____, Iowa, is hereby acknowledged.

Note: Unsworn returns as above can be made only by Iowa officers, and can be made by them only as follows:
By sheriff or deputy sheriff, as to service in his own or a contiguous county, or
By any other peace officer, or bailiff or marshal, as to service in his own territorial jurisdiction.
All other returns, except where service is by official of an institution described in Rule 68(d) or (e), must be proved by the affidavit of the person making the service.
If the notice is served in the State of Iowa by a person other than such peace officers acting within the territories above defined or in another state by a person other than a sheriff or other peace officer, no fees or mileage are allowed.
For manner of service on minor under 18 years old see Rule 68(b).

FEEES

Service, <u>* Time</u>	\$ <u>110.00</u>
Mileage, <u>- 1.82</u>	\$ <u>36.40</u>
Copy,	\$ _____
Total,	\$ <u>146.40</u>

NOTICE OF RIGHT OF FIRST REFUSAL

**TO: Richard and Mary Ellen Stanley
R. R. 1
Cummings, Iowa**

YOU AND EACH OF YOU are hereby notified that the Boone State Bank and Trust Company, Boone, Iowa, proposes to sell a portion of the real estate previously owned by you, and described in the Real Estate Sales Agreement attached hereto. The terms of the sale are spelled out in detail in the Real Estate Sales Agreement attached hereto, and made a part hereof by reference, and dated the 1st day of May, 1990, between Boone State Bank & Trust Company, as seller, and General Manufacturing Corporation, as buyer.

Under the laws of Iowa, you are entitled to purchase this identical property upon exactly the same terms and conditions as set out in the Real Estate Contract attached. Your right of first refusal expires thirty (30) days after the date of service of this Notice upon you.

In the event you decide to exercise your right, you should notify Boone State Bank & Trust Company, 716 Eighth Street, Boone, Iowa 50036; Telephone: (515) 432-1355, on or before the expiration of the thirty (30) days from the date of service of this Notice upon you.

TO ALL OF WHICH YOU WILL TAKE DUE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

**BOONE STATE BANK & TRUST COMPANY,
Boone, Iowa**

By Ben T. Doran
Ben T. Doran
of DORAN, COURTER, QUINN & DORAN
ATTORNEYS FOR BOONE STATE BANK
& TRUST COMPANY

12. SALES EXPENSES:
 A. Loan appraisal fee shall be paid by None Needed loan discount points not exceeding _____ shall be paid by _____
 B. Seller's expenses shall include (if applicable) lender required repairs, prepayment penalty on any existing loans, plus cost of releasing such loans, recording releases, preparation of deed or installment contract, and interest prorated to closing date.
 C. Buyer's expenses shall include (if applicable) fees for loans, preparation of any loan documents, recording fees, credit reports, any required reserve deposits for insurance taxes and special assessments.
13. TAXES AND SPECIAL ASSESSMENTS: ~~AT THE TIME OF CLOSING THE BUYER SHALL BE RESPONSIBLE FOR PAYING ALL TAXES AND SPECIAL ASSESSMENTS WHICH ARE DUE OR ACCRUED UP TO THE DATE OF CLOSING. THE SELLER SHALL BE RESPONSIBLE FOR PAYING ALL TAXES AND SPECIAL ASSESSMENTS WHICH ARE DUE OR ACCRUED PRIOR TO THE DATE OF CLOSING.~~
 All special assessments now certified as a lien on the Treasurer's books on the date of this contract are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities and assessments for maintenance attributable to the Seller's possession, are to be paid by the Sellers. All subsequent special assessments and taxes are to be paid by the Buyers.
14. CASUALTY LOSS: Seller shall maintain existing fire, windstorm, and extended coverage insurance until closing. If any part of the property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by closing date and if Seller is unable to do so without fault, this contract shall terminate at Buyer's option and Earnest Money shall be refunded. Buyer's if they desire, may obtain additional insurance to cover such risks.
15. TITLE APPROVAL Seller shall promptly have the Abstract of Title extended to date at his expense and submit same to Buyer. Buyer shall have ten days from date of receipt of Abstract to deliver a copy of his attorney's title opinion in Seller, stating any objections to title and only objections so stated shall be considered. Abstract shall show good and merchantable title subject to easements and restrictions of record, applicable building restrictions and zoning regulations, and mortgage liens agreed to herein. Seller agrees to convey title by General Warranty Deed or an Installment Contract as provided for herein. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to Buyer shall not be considered valid title objection. Seller shall provide title free of any rights of redemption.
16. ESCROW: Earnest Money is deposited with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party (iii) is not liable for interest or other charges on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in Paragraph 17B. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual and FHA allowable expenses incurred on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto. The parties hereto authorize any mortgagee herein to pay loan proceeds to Escrow Agent who is authorized to use any trust funds herein to pay all items called for in this contract including liens and Broker's commission.
17. DEFAULT:
 A. If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable without fault to deliver Abstract or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, or extend the time up to thirty (30) days. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this contract and receive the Earnest Money, thereby releasing Seller from this contract (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default and Seller elects to enforce specific performance, the Broker's fee is payable when Seller collects damages for such default by suit, compromise, settlement, or otherwise.
 B. Any signatory to this contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
18. REPRESENTATIONS: Seller represents that there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the property on closing date. If any representation above is untrue, this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.
19. SPECIAL PROVISIONS:
 See addendum attached hereto. 3C, 19A, 19B, 19C and 19D

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT.

EXECUTED in multiple originals, effective the 1 day of May, 1990

LISTING BROKER _____ BOONE STATE BANK & TRUST COMPANY
 SELLER
 BY Douglas E. Becken, Jr.
 SELLER

CO-BROKER _____ P.O. Box 428, Boone, IA 50036
 SELLER'S ADDRESS TELEPHONE

BY _____ GENERAL MANUFACTURING CORPORATION
 BUYER
 RECEIPT OF EARNEST MONEY IS ACKNOWLEDGED OF BY [Signature]
 \$ _____ IN THE FORM OF BUYER P.A. Wittern, Jr., President

ESCROW AGENT-BROKER _____ DATE BUYER'S ADDRESS _____ Form 318 Iowa TELEPHONE _____

* DEANE REAL ESTATE FORMS MCM LXXXIX BOX 12528 SAN ANTONIO TEXAS 78212 NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. NOT SUITABLE FOR COMPLEX TRANSACTIONS. ALWAYS CONSULT YOUR ATTORNEY.

ADDENDUM TO REAL ESTATE SALES AGREEMENT

- 3C. At closing, Buyer shall pay Seller, \$189,708.60. In addition to the earnest money of \$10,000.00 already held in escrow, Seller acknowledges receipt of \$1,650.00, which represents part of the cash rent for the 1990 crop year previously received by the Buyer and paid to the Seller, and for which amount Seller is giving Buyer credit toward the purchase price. Seller also is giving Buyer credit toward the purchase price for the remaining balance of the 1990 cash rent in the amount of \$18,641.40. Seller shall retain all rights to said rent and shall be responsible for the collection thereof, and shall retain all rights under the existing farm lease.
- 19A. Seller and Buyer agree that all taxes will be prorated to the date of possession, with all taxes for previous years and those accrued to the date of closing being the responsibility of the Seller. All subsequent taxes are to be paid by Buyer. Parties agree that (2) three acre homesteads have been sold off this parcel and are no longer a part of parcel or part of this sale. Broker's commission of 2 1/2% shall be withheld from proceeds of sale to Seller at the date of closing.
- 19B. The parties acknowledge that the prior owner has a right of first refusal pursuant to Iowa Code § 524.910 (1989). The parties acknowledge that Seller shall give the prior owner thirty days in which to exercise the right of refusal.
- 19C. The Buyer conditions acceptance of the Sales Agreement upon receiving adequate assurances from the ASCS that the corn base on the purchased property will be at least 119 acres.
- 19D. Closing on the Sales Agreement is expressly conditioned upon the Seller obtaining a waiver of the prior owner's first right of refusal or the expiration of the right to exercise in a form satisfactory to enable Seller to convey merchantable title to Buyer at the time of closing.

Executed this 1 day of May, 1990

LISTING BROKER

By:

CO-BROKER

By:

Boone State Bank & Trust Company

SELLER

Mrs. Douglas E. Becken V.P.
SELLER

P.O. Box 428, Boone, IA 50036
SELLERS' ADDRESS

GENERAL MANUFACTURING CORPORATION

By: F.A. Wittern, Jr.
F.A. Wittern, Jr., President