EXHIBIT "A"

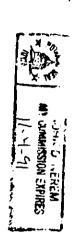
In the Iowa District Court for Boone County

		TAbe of
Case Name	DEMILINE OF COLUMN	Service
Case No.	RETURN OF SERVICE:	<u>Çode</u>
Notice recd. this date 5-/- 90	X Personal	1
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	Hotel, Boarding/Roo	oming 3
	House	oming 3
STATE OF IOWA		
⇒ ∫ss	Corporation/Associ	lation 4
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Goonilly	City)	
	Spouse away from	6
	residence	o
		_
	Other	7
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/ Petition and Original Not	cice () Order Filed	
() Modification/Application () Order to Show Cause	and Notice () write	
() Order to Show Cause	* A Other	
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-MIChard Tunley at	BR# Cumming Tron 5	Code
(NAME)	(ADDRESS)	7-70
Richard Stanley at (NAME)	(DA	TE)
Mary Ellen Stanley at	2041	
- Junianiag at	KIN = / (umminer Ton 5-1	1-90 /
		
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(NAME)	acac	
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then at 3	, (a person residing to	horoin who was
then at least 18 years old)	or (spouse away from residence	netern who was
non-applicable part.]	1- 1- 1- and Itom resid	ence). [Strike
•	·	i
	· .	
COMPANY COMPANY	_ by serving	FILED NO. 2260
(COMPANY/GOVERNMENT UNIT NAME)	/NAMP\	
	(MAIL)	BOOK 126 PAGE 613
its	I	DOUICIES. I MULTURE
(TITLE)	on, at	
((DATE)	90 MAY -9 PH 1: 42
NOMBO	. 1. 1.	
NOTES: (Diligent Search, etc.)		MARY E. WELTY
•		RECORDER
	_	
	_	MADISON COUNTY, 10WA
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Fees:	Carron De	
Service <u>//0.00</u> 5/2/01	(OPPTOTAL MEMORIE	·
Mileage 36.40	(OFFICIAL TITLE)	nn.
Conv		REC.
Total : ////	Fees charged to/paid by Atty/	Party: PAGE
- 1-10. H.C.	Ibcan Condia a	<i>D</i>
	WILLIAM FEE. QUINN +	1/0/64
	Docan, Courter, Quinn +	
	served, must be attached to	

RETURN OF SERVICE

VERIFICATION

STATE_OF IOWA,
Baane County, ss.
I solemnly swear that I served the within notice and the return of said service as endorsed thereon is true and correct.
Chille Beel
Subscribed and sworn to before me this.
day of May 4
(SEAL) More 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.
is hereby acknowledged.
is hereby acknowledged.
Note: Unavers returns as abore can be made only by form efficars, and can be made by them only so fellows: By sheriff or depoty sheriff, as to service in his own or a contiguous county, or By any other peace officer, or balliff or marshal, so to corvice
Note: Unavers returns as abore can be made only by form efficars, and can be made by them only so fellows: By sheriff or depoty sheriff, as to service in his own or a contiguous county, or By any other peace officer, or balliff or marshal, so to corvice
Note: Unavers returns as abore can be made only by form efficars, and can be made by them only so fellows: By sheriff or depoty sheriff, as to service in his own or a contiguous county, or By any other peace officer, or balliff or marshal, so to corvice
Note: Unswern returns as abore can be made only by Iown efficars, and can be made by them only so fellows: By shelff of deputy shelff, as to service in his own or a contiguous county, or By any other peace officer, or ballist or marshal, so to service in his own territorial jurisdiction. All other returns, except where service in by efficial of an institution described in Ruis 55 (d) or (e), must be proved by the affidavit of the person making the service. If the selice is served in the Bitate of Iown by a person other than such peace efficer acting within the territories abore defined of in another state by a person other than a sheriff or other peace efficer acting within the territories abore defined of in another state by a person other than a sheriff or other peace efficer, no fees or miliants are allowed.
Note: Univers returns an above can be made only by lown efficars, and can be made by them only so fellows: By about or deputy shorter, as to service in his own or a continuous country.
Note: Unswern returns as abore can be made only by fown efficars, and can be made by them only no follows: By abortif or depoty sheriff, as to service in his own or a contiguous county, or By any other peace officer, or balliff or marshal, so to service in his own territorial hirisdiction. All other returns, except where service is by official of an arithmic described in Ruis 58 (d) or (e), must be proved by the artificati of the person making the service. If the notice in served in the Heat Sewn by a person other than such peace efficer acting within the territories abore defined or in another state by a person other them a sheriff or other peace efficer, no fece or miliage are allowed. For manner of service on miner coder 18 years old one Ruis
Note: Univers returns an abore can be made only by lown efficient, and can be made by them only se fellow: By shellf of depoly shelff, as to service in his own or a configurate county, or By any other peace officer, or hellist or marshal, so to service in his own territorial hyrisdiction. All other returns, except where service in by efficial of an institution described in Rule 58(d) or (e), must be paved by the affidavit of the person making the service. If the selfer is served in the Biate of lown by a person other than such peace afficer acting within the territories abore defined or in another state by a person other than such peace afficer acting within the learning or either peace of another state by a person other than a shellf or either peace of another state by a person other than a shellf or either peace of another state by a person other than a shellf or either peace of another of service on minor under 18 years old see Bule 58(b).
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Note: Unswern returns an above can be made only by four officers, and can be made by them only so fellow: By sheriff of depoty sheriff, as to service in his own or a contiguous county, or By any other peace officer, or balliff or marshal, so to corvice in his own territorial hypothetica. All other returnes, steept where service in by official of an institution described in limits 54(d) or (e), must be proved by the affideric of the person making the service. If the selice is served in the little of lows by a person other than such peace afficer acting within the territories above defined of in another state by a person other than such peace afficer acting within the territories above defined of in another state by a person other than a sheriff or other peace afficer, no fees or militage are allowed. For manuser of service on minor moder 18 years old see Bule 64(b).
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Note: Unswern returns an above can be made only by Iown efficars, and can be made by them only so follows: By about or depoty shorts, as to service in his own or a contiguous county, or By any other peace officer, or ballist or marshal, so to service in his own teritorial jurisdiction. All other returns, except where service in by efficial of an institution described in Ruis 55(d) or (e), must be pursed by the affidart of the person making the service. If the selice is served in the Biate of Iown by a person other than such peace efficer acting within the territories above defined of in another state by a person other than a sheriff or other peace efficer, are fees ar miliange are allowed. For manner of service on minor under 18 years old see Bule \$6(b). FRES Service, \$\frac{1}{2} - \frac{1}{2} -



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

Ben T. Doran

of DORAN, COURTER, QUINN & DORAN ATTORNEYS FOR BOONE STATE BANK

& TRUST COMPANY

IOWA STANDARD FORM

REAL ESTATE SALES AGREEMENT

FARM AND LAND PROPERTY

1.	PARTIE		(Seller)24
	agrees to	ell and convey to P.A. WILLERT GENERAL MANUFACTURING	CORBANTON 17
	and Buye	r agrees to buy from Seller the following	1/2 NW 1/4 and
2.	PROPER	TY situated in Hadison County Iowa legally described as W 1	
	E 1/2	of NE 1/4 of Sec. 10 & NW 1/4 of NE 1/4 of Sec. 10, and SE 1/4 of	Sec. 3 all in
	en excited	magingan danang maniakanang ampahasakino andapin daranian deputa di ngaikadania sisi inten dankasana san sa	estands Tup 77
	North.	Range 26 West 5th P.M., lows, being 400 acres more or less.	
	- Frhih	it is attached hereto.	
		press that all equipment and fixtures, a part of this sale, will be performing the function for which	ch they were intended.
		te of closing this sale.	•
3.		ACT SALES PRICE:	220 000 00
		Il cash payment including trust funds noted below\$ ect to the purchaser obtaining the following financing:	<u> </u>
		EXEMPLE DOWN PAYMENT	10.000.00
		This contract is subject to approval for Buyer of a mortgage on or before	
		theday of	
		% per annum. Buyer shall apply for the loan within	
		days from the date this contract is accepted and shall make every reasonable effort to obtain ap-	
		proval of the loan. All usual costs incurred in securing such mortgage shall be paid by the	
	u.	ASSUMPTION	·——
		in present monthly installments of \$, including principal, interest and any	
		reserve deposits, with Buyer's first installment payment being payable on the first installment	
		payment date after closing, the assumed principal balance of which at closing (allowing for an agreed variance of \$250) will be \$ The cash payable at closing shall be adjusted.	
		for the amount of said variance. Seller represents the loan will not be in default and the escrow	
		account (if any) will not be deficient at closing. If such variance exceeds \$250 or such representa-	
		tions are untrue or if the existing interest rate is increased above% or if Buyer is	
		required to pay an assumption fee in excess of \$, this contract may be terminated at Buyer's option and the Earnest Money shall be returned to Buyer without delay. These	
		requirements shall survive closing.	
	□.	SELLER FINANCED	ß
		Buyer agrees to execute a promissory note installment contract for the above sum bearing interest at	
		more each, per beginning on or before and	
		continuing regularly at the same intervals until fully paid. At Seller's option Buyer agrees to addi-	
		tionally deposit with Seller, at the same time as the regular payments above, a sum equal to the	
		estimated taxes and insurance premiums as a reserve for the payment of same, as they become due. The Note shall be secured by a Vendor's lien and mortgage. The installment contract	
		be on a form commonly used in this County, or as attached hereto and made a part hereof for	
	-	all purposes.	210,000.00
	W .	OTHER:	
		See addendum attached hereto	
	с то	TAL CONTRACT SALES PRICE	220,000.00
4.		of this property shall not he made prior to the closing of the sale at the expense of Bur	yer □, Seller□.
5	LARITE	st MONET: 3 is neventa tendered and is to be deposited a	is carnest money upon
		n of this contract by all parties with <u>Russell Farm Management Co.</u> Brial Earnest Money, if any, shall be deposited before	•
6		* · · · · · · · · · · · · · · · · · · ·	within seven days after
		is to title have been cured, whichever date is later. Possession of the property shall be delivered to B	,
		ment condition, ordinary wear and tear excepted. Any possession by Buyer prior to or by Seller	after closing date shall
7		a landlord-tenant at sufferance relationship between the parties. RTY CONDITION: Buser accepts the property in its present condition, subject only to 10.88	is condition, as
·	well a	RTY CONDITION: Buset acress the property in its present condition, subject only to in as is the crop land being already rented for the 1990 crop	year
	•	es hereto agree that Broker makes no representations or warranties as to the condition or suitabilit	y of the real or personal
		, the subject of this contract. R'S FEE: Seller agrees to pay Russell Farm Hanagement Co. Broker herein a fee	of 2 1/2%
,		ral contract sales price in cash at the closing, payable in the county of the Broker's principal office.	
¥	KAKKEKK	<i>ፗጔቔጜጜፙጜዀጜፙ</i> ኟጙዿኯ ዸጟጞዹጟቒ ዜ <i>ጟጟጜኯኇኯኯጞቔዿጟጟፙኯጜዿዀጜጜቜዀጚጞጟጟቜ፟ዿ</i> ጟሧ ^{ዿፚጜ} ፚቘፚቚቔፘፘቖቔቚፘቖቔጜቔፘቜቔ <i>ጜ</i>	
		generaj jeg ref. joje gen repojek (Bennerebold Articula) diploga undaging karakteri katurakteri botok seskin kululik Bennere in kommuni melangan	e) production or support to
10		rindigherkinikunikungo. Separan ing keruntanggeneran kehehik bahan arhaak kehik enhite kahak keranghika in	WKKEXEYYXXXXXXXXX
-		THE PROPERTY OF THE PROPERTY AND THE PROPERTY OF THE PROPERTY	•
11			all become null and void
	and carr	est money promptly returned.	
_	DE	AHE REAL ESTATE FORMS MCALLXIX BOX 12578 SAM ANTOMO TEXAS 78712. NO REPRESENTATION IS MADE AS TO THE LEGAL VALID PROMISION IN ANY SITE OF C. TRANSACTION NOT SUITABLE FOR COMPLEY TRANSACTIONS ALWAYS CONDUCTOR OF THE PROMISE OF THE P	

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CHARACTURE CONTROL CONTROL	12. SALES EXPENSES: A. Loan appraisal fee shall be paid by	None Needed	, loan discount points not exceed	ding
र्वत्र में असे क्षेत्र के कुछ स्थान	shall be paid by B. Seller's expenses shall include (if appreleasing such loans, recording release C. Buyer's expenses shall include (if app	es, preparation of deed or install dicable) fees for loans, prepara	tion of any loan documents, recording	
	any required reserve deposits for insulance in the second special Assessment: 13. TAXES AND SPECIAL ASSESSMENT: UXHI SONYHMANAMANA MHOOMOODATANA AMMANAMAY ANTONYKA AMMANAMANAMANAMANAMANAMANAMANAMANAMANA	rance cases and special assessments S. ARENGERONICKERSCENDICHERORIC CHRESCHORE/SOURCE CHRESCHORE/SOURCE CHRESCHORE/SOURCE CHRESCHORE	TIES. M <u>YNTHEN HYDDORROL YDDD YM YN HAL DY</u> H MYDDAN YN HAE AR AR AR AR HYDD HAE AR YN HAE MYDDAN YN HAE AR AR AR AR AR HYDD YN HAE AR	HEROIRE CADIN CANONING PO THE ATTENCE OF THE SECOND IN THE ATTENCE OF THE SECOND IN THE THE ATTENCE OF THE SECOND IN THE SECOND
	ACTUAL AC	- Line on the Treasurer's hooks	on the date of this contract are to b	e paid by the Sellers.
	All special assessments now certified as a All charges for solid waste removal, sew are to be paid by the Sellers. All subseque	ARE CORNEL SHERRINGS IN ARTHUR	4 are to be ball by the musers.	
	14. CASUALTY LOSS: Seller shall maintain property is damaged or destroyed by fit reasonably possible, but in any event by Buyer's option and Earnest Money shall	n existing fire, windstorm, and e re or other casualty loss. Seller coloring date and if Seller is un	shall restore the same to its previous shall restore the same to its previous shie to do so without fault, this contr	ract shall terminate at
	15. TITLE APPROVAL Seller shall promp	ptly have the Abstract of Title (not of his attorney's title opinion to Se	ller, stating any object
	tions to title and only objections so state ments and restrictions of record, apple	ted shall be considered. Abstra cable building restrictions and Warranty Deed or an Installme	zoning regulations, and mortgage li- ent Contract as provided for herein. U	iens agreed to herein. Usual restrictive conve-
	nants and utility easements common to acceptable to Buver shall not be consider	platted subdivisions of which the red valid title objection. Of the condensated in the transfer of that Estimated in the transfer of the Estimated in the Estim	he property is a part of any wher text let shall provide title for redemption. crow Agent (i) does not assume or ha	ree of any right ve any liability for per-
	formance or nonperformance of any pa before paying the deposit to any party fails to agree in writing to an appropria	irty (ii) has the right to require t	other charges on the funds held. If a	iny party unreasonably
्राज्यान्य स्टब्स्य क्रिकेच्या विकास स्टब्स्य स्टब्स्य स्टब्स्य स्टब्स्य स्टब्स्य स्टब्स्य स्टब्स्य स्टब्स्य स स्टब्स्य स्टब्स्य स	provided in Paragraph 17B. At closing	Earnesi Money shall be appli over. Refore Buyer shall be entit	et to any cash them payment require ded to refund of Earnest Money, any	actual and FHA allow
	able expenses incurred on Buyer's beha authorize any mortgagee herein to pa items called for in this contract including	y loan proceeds to Eactive Aget	it who is authorized to me any time:	funds herein to pay all
and the second s	17. DEFAULT: A. If Buyer fails to comply herewith.	Seller may either enforce spec	rific performance or terminate this control of the	TE ICC) SHAIL DC PARL DY
	Seller to Broker in full payment for casualty repairs required herein w Earnest Money as the sole remedy reason. Buyer may (i) terminate the	or Broker's services. If Seller is u within the time herein specified, , or extend the time up to thir is contract and receive the Earn or (iii) seek such other relief as n enforce specific performance.	mable without fault to deliver Abstra I. Buyer may either terminate this or ty (30) days. If Seller fails to comply est Money, thereby releasing Seller from may be provided by law. If completion the Broker's lev is payable when Seller	ontract and receive the herewith for any other om this constract (ii) en- m of sale is prevented by
	B. Any signatory to this contract who with relation to this contract shall	is the prevailing party in any k	egal proceeding against any other sign over court costs and reasonable atto	natory brought under or rney fees from the non-
	prevailing party. 18. REPRESENTATIONS: Seller represe against any of the property on closing the Earnest Money shall be refunded with the property on the property of the pro	r date. If any represen tation ab	ove is untrue, this contract may be to	Commercial Code liens imminated by Buyer and
	19. SPECIAL PROVISIONS: See addendum atta	ched hereto. 3C, 19A	, 19B, 19C and 19D	
2017/1021/1021	THIS IS INTENDED TO BE A LEGAL! TAINS THE ENTIRE AGREEMENT WRITTEN CONSENT.	LY BINDING CONTRACT. I BETWEEN THE PARTIES	F NOT UNDERSTOOD, SEEK LEC AND MAY NOT BE CHANGED	EXCEPT BY THEIR
	EXECUTED in multiple originals, effect			19_90
	LISTING BROKER		DONE STATE BANK & TRUST C	/ 2
The second secon	BY	B <u>y</u> SE	P.O. Bx 428, Rome	TA Court
	CO-BROKER		LILER'S ADDRESS ENERAL MANUFACTURING CORE	TELEPHON
nrish significant	ВУ	Щ	WERAL MANUFACTURING CONT	
	RECEIPT OF EARNEST MONEY IS A	CKNOWLEDGED OF BY	JYER F.A. Wittern, Jr., Pr	resident
	ESCROW AGENT-BROKER	DATE B	UYER'S ADDRESS Form 318	TELEPHON

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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
- 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 day of	<u>May</u> , 1990
	F
	Boone State Bunk & Trust Company
LISTING BROKER	SELLER
By:	My Dugles E. Buken V.P.
CO-BROKER	P.O.B. 434 Brow, IA 50036 SELLERS' ADDRESS
	GENERAL MANUFACTURING CORPORATION
By:	By Helletten
	F.X. Wittern, Jr., President

THE WATER SHOWS AND ADDRESS OF THE PARTY OF