

MICHAEL FUNKE
1008 CLEARVIEW DRIVE
MANCHESTER IA 52057

(X) SAV



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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Patrick B Dillon, 209 E 1st , Sumner, Iowa 50674 563 578 1850
Right of Refusal
Right of Access

Legal Attached exhibit A

Whereas James C. Funke, James F. Funke and Michael J. Funke (herein FUNKE) or ("Funke"), and Kevin J. Perrinjaquet , herein ("PFS") agree as follows:

Right of Refusal

PFS agree that sale of the real estate in exhibit A owned by PFS must first be offered to Funke under the same terms and conditions as the property is marketed to others.

PFS agrees not to dispose of the above described real estate unless thirty (30) days written notice of the intended disposition is first given to Funke.

Such written notice shall include all the terms and conditions of the proposed sale by PFS and FUNKE shall have the right during a thirty (30) day period to submit notice of intent purchase the property upon the same terms and conditions as the proposed sale.

An affidavit of declination filed by the PFS is acceptable so long as proof of service of the offer to Funke is also filed.

This agreement shall be binding upon the heirs, successors and assigns of both parties hereto.

This agreement shall be void as to a transfer between Kevin J. Perrinjaquet and his descendants or Craig Perrinjaquet, or and Karen Huston, or Perrinjaquet Funke Site, LLC.

Right of Access

PFS agrees to allow commercially reasonable access across its property described in exhibit A

for the benefit of Funke's property described in Exhibit A. This access shall be for agricultural production and is open to Funke, its agents and its employees.

In the Event PFS implements bio or physical security measures, Funke's access shall continue, subject to the reasonable requirements implemented by PFS.

Entire agreement. This agreement constitutes the entire agreement between the parties; and it supersedes all negotiations and other discussions prior to and after the execution of this agreement.

Amendments. No amendment of the terms of this agreement will be effective unless made in writing and signed by the parties. The waiver of a provision of this agreement will not be deemed a waiver of future compliance with this agreement.

Severability. In the event any provision of this agreement is held unenforceable, in whole or in part, the remaining provisions of this agreement will not be affected thereby unless the unenforceable provision materially alters the rights of either party and it is impossible to adjust for the unenforceable provision.

Changes in Agreement Terms. The conduct of either party by act or omission shall not be construed as a material alteration of this agreement until such provision is reduced to writing and executed by all parties as an addendum to this agreement.

Construction. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender according to the context. The captions and headings of the paragraphs of this agreement are for convenience only and are not to be used to interpret or define the provisions thereof.

Notices. The notices contemplated in this agreement shall be made in writing and shall be delivered either in person or mailed by the U.S. Postal Service by registered mail return receipt requested to the recipient's last known mailing address.

Spousal Signatures Spouses executing this document are doing so to release spousal interests in real estate as they may appear. The execution of this document by a spouse shall not be construed to imply ownership.

Date 10-9-15

James C. Funke

James C. Funke
James C. Funke

James F. Funke
James F. Funke

Michael J. Funke
Michael J. Funke

Kevin J. Perrinjaquet
Kevin J. Perrinjaquet

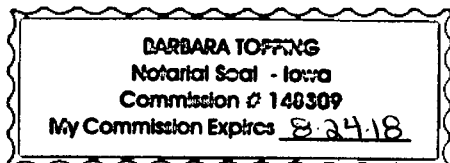
Margaret M. Perrinjaquet
Margaret M. Perrinjaquet

State of Iowa :

County of Delaware :

:ss

On this 9 day of October, 2015 before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared James C. Funke to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



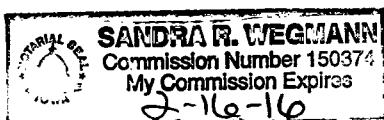
Barbara Topping
NOTARY PUBLIC - STATE OF IOWA

State of Iowa :

County of :

:ss

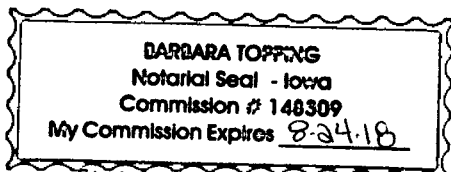
On this 9th day of October, 2015, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared James F. Funke to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Sandra R. Wegmann
NOTARY PUBLIC - STATE OF IOWA

State of Iowa :
County of Delaware :SS

On this 9 day of October, 2015, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Michael J. Funke to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as his voluntary act and deed.



Barbara Topping
NOTARY PUBLIC - STATE OF IOWA

State of Iowa :
County of :SS

On this 9th day of October, 2015, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Kevin J. Perrinjaquet and Margaret, his spouse, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed

Christine K Moser
NOTARY PUBLIC - STATE OF IOWA

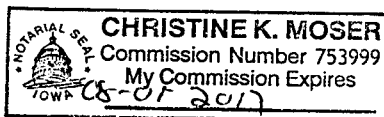


Exhibit A

Parcel 2013-92 in the South east quarter of the southwest quarter of Section 7, T90N, Range 4W of the 5th PM, Delaware, County, Iowa.