

Prepared by Paul P. Morf, Simmons Perrine Moyer Bergman, PLC
And Return to: 115 Third St. SE, Suite 1200, Cedar Rapids, IA 52403 (319) 366-7641

AGREEMENT

This Agreement ("Agreement") is entered into on the 15 day of December, 2021, by and among **Michael F. Loecke as Trustee of the Michael F. Loecke Revocable Trust** and **Megan A. Loecke as Trustee of the Megan A. Loecke Revocable Trust** (collectively, "Loeckes"), **QC Supply, LLC**, a Nebraska limited liability company ("QC Supply") and Jim Harbach ("Harbach").

RECITALS

- A. Loeckes (as successors in interest to Michael F. Loecke and Megan A. Loecke, husband and wife) and QC Supply parties to a lease agreement pursuant to which QC Supply has a right of first refusal (the "Right of First Refusal") for the purchase of the real estate legally described as follows:

Parcel M, including Parcel H and Part of Parcel I all in Sec. 31, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2003, Page 1786 of the records of the Delaware County, Iowa,

(the "Property"), which Right of First Refusal is described in the Memorandum of Lease dated December 30, 2014 and filed for record on January 12, 2015 in Book 2015 at Page 108 of the records of the Delaware County, Iowa, Recorder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

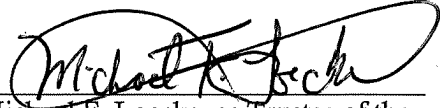
1. Waiver of Option Agreement. QC Supply hereby waives the Right of First Refusal and consents to the sale of the Property by Loeckes to Harbach or an entity owned or controlled by Harbach (the "Transaction"). QC Supply further waives all notice requirements pursuant to the Right of First Refusal. This Waiver is limited to the sale of the Property to Harbach and shall not be interpreted as a full waiver of the Right of First Refusal. QC Supply's rights pursuant to the Right of First Refusal shall continue in full force and effect for the remaining term of the Lease.

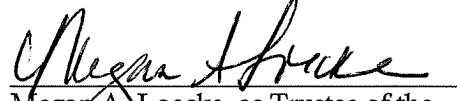
2. Laws of Iowa. This Agreement shall be governed by, construed and enforced under the laws of the State of Iowa.

3. Captions. The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

4. Representation. The law firm of Simmons Perrine Moyer Bergman PLC represents only Loeckes in preparing this Agreement. QC Supply and Harbach have not relied on any representation of said law firm in entering into this Agreement and have had the opportunity to have the same reviewed by their own, separate, counsel.

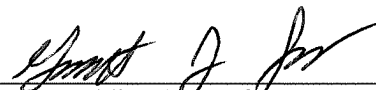
5. Counterparts/Signatures. This Agreement may be executed in multiple counterparts, all of which shall constitute one original instrument. Signed copies transmitted via electronic means shall have the same effect as original copies.


Michael F. Loecke, as Trustee of the
Michael F. Loecke Revocable Trust


Megan A. Loecke, as Trustee of the
Megan A. Loecke Revocable Trust

STATE OF IOWA)
)SS:
COUNTY OF DELAWARE)

This record was acknowledged before me on December 15, 2021 by Michael F. Loecke as Trustee of the Michael F. Loecke Revocable Trust and by Megan A. Loecke as Trustee of the Megan A. Loecke Revocable Trust.


Notary Public - State of Iowa
My Commission Expires: 5-5-23



By: James J. Wiesen
Title: CFO

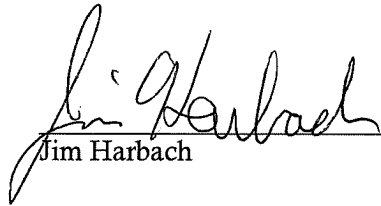
James J. Wilson

STATE OF IOWA)
COUNTY OF DELAWARE)SS:
Colfax)

This record was acknowledged before me on December 15, 2021 by James Wiesen
as CFO of QC Supply, LLC.



Shawn Bailey
Notary Public - State of ~~Iowa~~ Nebraska
My Commission Expires: February 25, 2025


Jim Harbach

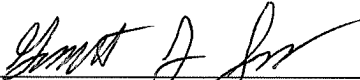
STATE OF IOWA

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COUNTY OF DELAWARE

This record was acknowledged before me on December 15, 2021 by Jim Harbach.




Notary Public - State of Iowa
My Commission Expires: 5-5-23