

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
AND
AMENDMENT**

This Agreement and Amendment ("Agreement") is entered into on the 14 day of December, 2021, by and among **Pork Chop Ranch, Inc.**, an Iowa corporation ("Pork Chop Ranch"), **Louis J. Zumbach and Debra J. Zumbach**, husband and wife ("Zumbachs") and **Jim Harbach** ("Harbach").

RECITALS

- A. Pork Chop Ranch (as successor in interest to Michael F. Loecke and Megan A. Loecke, husband and wife) and Zumbachs are parties to an Agreement – First Refusal ("Option Agreement") dated August 4, 2008 and filed for record on August 4, 2008 in Book 2008 at Page 2389 of the records of the Linn County, Iowa, Recorder pursuant to which Zumbachs have an Option of First Refusal to purchase the following legally described real estate:

Parcel E, a Division of Parcel A in Section Thirty-One (31), Township Eighty-Seven North (T87N) Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2008, Page 1275 of the records of the Delaware County, Iowa, Recorder (the "Property").

- B. Zumbachs and Pork Chop Ranch are also parties to a Manure Application Agreement filed for record August 11, 2008 in Book 2008 at Page 2482 of the records of the Delaware County, Iowa, Recorder (the "Manure Agreement").

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. Zumbachs hereby waive their rights pursuant to the Option Agreement and consent to the sale of said real estate by Pork Chop Ranch to Harbach or an entity owned or controlled by Harbach (the "Transaction"). Zumbachs further waive all notice requirements pursuant to said Option Agreement. If the Transaction is not consummated for any reason whatsoever, then Zumbachs' rights pursuant to the Option Agreement shall continue in full force and effect.

2. Amendment. If the Transaction is consummated, then Effective immediately prior to the closing of the Transaction, the parties hereby amend Section 2 of the Option Agreement such that notwithstanding anything to the contrary in the Option Agreement, Zumbachs' rights in the Option of First Refusal pursuant to the Option Agreement shall be in effect for so long as the Property is owned by Harbach or an entity owned or controlled by Harbach.

3. Manure Agreement. Pork Chop Ranch hereby affirms the Manure Agreement and its continuation in full force and effect after the sale of Property to Jim Harbach.

4. Electrical Easement. If the Transaction is consummated, then Harbach agrees to cooperate in good faith with Zumbachs to grant Zumbachs an easement for maintenance and operation of the existing electrical line in its current location from the electrical panel serving the building on the Property to the real estate located immediately to the south of the Property and owned by Zumbachs. Said easement agreement shall include other commercially reasonable terms mutually agreed to in good faith by the parties and shall be filed for record in the office of the Delaware County, Iowa, recorder.

5. Driveway Easement. If the Transaction is consummated, then Harbach agrees to cooperate in good faith with Zumbachs to grant Zumbachs as easement for reasonable vehicular and pedestrian ingress and egress over and across the existing gravel driveway located on the Property, for access to Zumbachs' real estate located adjacent to the Property as may be reasonably required in connection with the Zumbachs' farming activities on such adjoining property.

6. Remainder of Terms. Except as revised by this Agreement, the Option Agreement shall remain unchanged and in full force and effect.

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

8. 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.

9. Representation. The law firm of Simmons Perrine Moyer Bergman PLC represents only Pork Chop Ranch in preparing this Agreement. Zumbachs 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.

10. 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.

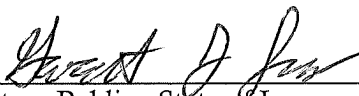
Pork Chop Ranch, Inc.



Michael F. Loecke, President

STATE OF IOWA)
)SS:
COUNTY OF DELAWARE)

This record was acknowledged before me on December 14, 2021 by Michael F. Loecke as President of Pork Chop Ranch, Inc.



Notary Public - State of Iowa

My Commission Expires: 5-5-23

Louis J Zumbach
Louis J. Zumbach

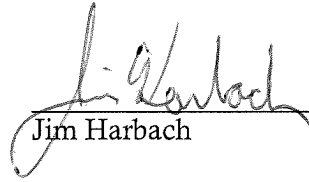
Debra J Zumbach
Debra J. Zumbach

STATE OF IOWA)
)SS:
COUNTY OF DELAWARE)

This record was acknowledged before me on December 14, 2021 by Louis J. Zumbach and Debra J. Zumbach.



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


Jim Harbach

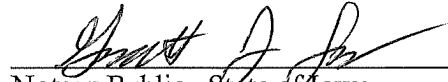
STATE OF IOWA

)
)SS:
)

COUNTY OF DELAWARE

This record was acknowledged before me on December 14, 2021 by Jim Harbach.




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