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RECORDED
SIOUX COUNTY IOWA

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FILE 2001 CARD 1017

PREPARED BY BRIAN K. VAN ENGEN, ATTY.
1403 MAIN ST. ROCK VALLEY, IA 51247 712-476-5411

Brian K. Van Engen
A. VAN BRUGGEN RECORDER

BUY-SELL AGREEMENT FOR REAL PROPERTY

On this 22ND day of JAN., 2001, it is hereby agreed by and between JOHN C. KOOIMA and PHILIP G. KOOIMA, both of Rock Valley, Iowa, as follows:

WHEREAS, the Parties jointly own a certain parcel of property in equal shares, as Tenants in Common, such property being legally described as:

A tract of land commencing 1774.37 feet East and 208.75 feet North of the SW corner as the point of beginning, thence North 416.0 feet; thence East 746.76 feet; thence South 416.0 feet; thence West 746.76 feet EXCEPT the South 100 feet of the East 100 feet, all in Section 22, Township 97 North, Range 46 West of the 5th P.M., Sioux County, Iowa.

WHEREAS, the Parties are also the only Stockholders and hold equal ownership of Kooima Company, Inc., which corporation currently has facilities located on the above described real estate; and,

WHEREAS, the Parties believe that it is necessary to provide for the disposition or transfer of ownership of the above described real estate in order to preserve the best interest of the corporation; and,

WHEREAS, the Parties believe that, in the event of death of one of the Parties, the survivor should purchase the ownership interest of the deceased Party at a specified price to insure that made ownership of the real estate will remain in the hands of those actively engaged in the business of the corporation.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. RESTRICTIONS ON SALE. Neither Party to this agreement shall pledge, mortgage, encumber, transfer, sell, or assign any of his interest in the above described real estate except in accordance with the terms and conditions of this agreement.

2. OPTION TO PURCHASE. In the event a Party desires to sell his interest in the above described real estate, he shall first give the other Party an opportunity to purchase his outstanding interest. Written notice of intention to sell shall be delivered to the other Party, whereupon the other Party shall have the option to purchase the real estate for a period of 30 days. If the other Party desires to exercise his option, he shall do so by remitting 10 percent of the purchase price within that time period. The purchase price and the terms of payment for the selling Party's outstanding interest shall be as mutually agreed upon between the Parties.

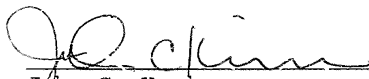
In the event this option of purchase is not exercised by the other Party within 30 days, the option shall lapse and the selling Party shall be free to sell his interest at whatever price may be obtained.

3. SALE UPON DEATH OF A PARTY. In the event of the death of one of the Parties to this agreement, the survivor shall purchase from the Estate of the deceased Party all of the deceased Party's outstanding interest in the above described real estate. The Parties agree that the value of the above described real estate and the improvements thereon are \$1,750,000.00. The purchase price of the deceased Party's interest under this provision shall be one-half of the difference between \$1,750,000.00 and the outstanding debt secured by the property at the time of purchase. The purchasing Party will assume the then existing outstanding debt secured by the property.

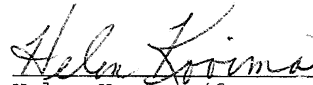
The purchase of the deceased Party's outstanding interest shall be made by five-year installment contract. The purchase price on the contract shall be as discussed above and interest on the unpaid balance shall accrue at the rate of 8% per annum. The unpaid principal balance and accrued interest shall be paid in equal monthly installments.

This provision shall be considered mandatory and binding upon the heirs of the deceased Party, which heirs shall have no right to inherit the real estate, but rather shall be entitled to the sale proceeds as set forth above.

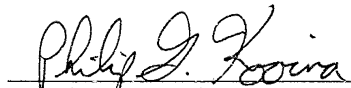
Witness our signatures on the date first above written.



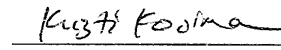
John C. Kooima



Helen Kooima (for purposes of releasing dower and homestead interest only)



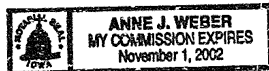
Philip G. Kooima

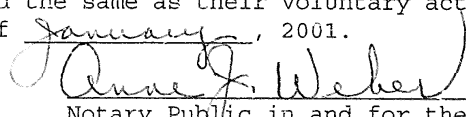


Kristi L. Kooima (for purposes of releasing dower and homestead interest only)

STATE OF IOWA, COUNTY OF SIOUX, SS:

Subscribed and sworn to before me by JOHN C. KOOIMA and HELEN KOOIMA, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed on this 22nd day of January, 2001.

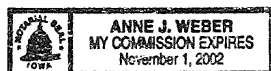


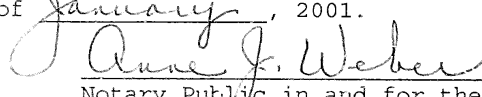


Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF SIOUX, SS:

Subscribed and sworn to before me by PHILIP G. KOOIMA and KRISTI L. KOOIMA, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed on this 22nd day of January, 2001.





Notary Public in and for the State of Iowa