

RIGHT OF FIRST REFUSAL AGREEMENT

Grantors: Ronald Jasper and Bertha Jasper, husband and wife
Grantors' Mailing Address: PO Box 193, Gerald, Missouri 63037
Grantees: Nicholas Price and Jessie Price, husband and wife
Grantees' Mailing Addresses: 3353 Wieda Road, Lonedell, Missouri 63060
Date: April 2, 2015

WHEREAS, Grantors are the owners of the tract of land located in Franklin County, Missouri, more particularly described below (the "Property"):

The Northwest Quarter; The Southwest Quarter of the Northeast Quarter; A strip of ground of the uniform width off the North side of Lot One (1) of the Southwest Quarter; all in Section Nineteen (19), Township Forty-two (42) North, Range Three (3) West of the 5th P.M., excepting therefrom that part conveyed to the County of Franklin for road right-of-way by instrument of record in Book 960, Page 929 in the office of the Recorder of Deeds.

FURTHER EXCEPTING THEREFROM:

A tract of land being part of the Northwest Quarter of Section 19, Township 42 North, Range 3 West of the 5th P.M., being more fully described as follows: Beginning at an iron rod located N 00° 45' 22" E 1778.82 feet from a stone at the center of said Section 19; Thence S 79° 55' 48" W 908.09 feet to an iron rod; Thence N 06° 37' 50" W 1098.12 feet to the north line of said Section 19; same being located N 06° 37' 50" W 30.6 feet from an iron rod; Thence S 89° 15' 49" E on the section line 1033.10 feet to a point located N 00° 45' 22" E 35.14 feet from an iron rod; Thence S 00° 45' 22" W along the fence line a distance of 918.80 feet to the POINT OF BEGINNING; Containing 22.32 acres more or less. Subject to the right-of-way of Antioch Road along with easements, conditions and restrictions of record.

WHEREAS, the Grantors desire to grant to the Grantees for a period of time beginning on the date of this Agreement as set forth above and ending on the date neither of the Grantors nor Grantors' daughter, Michelle M. Modde have an ownership interest in the Property (the "Term"), a right of first refusal to purchase or rent the Property on the provisions and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantees to the Grantors and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantees agree as follows:

1. If, at any time during the Term, a Grantor receives from a third party a bona fide offer to purchase or rent all or any portion of the Property which the Grantors desire to accept, the Grantors, before accepting the offer, shall send each of the Grantees two copies of a contract for the sale of the Property, or the portion of the Property which is the subject of the offer, upon provisions and conditions identical to the offer. Grantors shall execute both copies of the contract and shall transmit them to each of the Grantees, together with a written notification from the Grantor of Grantor's intention to accept the offer embodied in the contract, if the offer is not accepted by any of the Grantees. The Grantees shall have the right, within thirty (30) days of the receipt of the contract and the written notice, to purchase or rent the Property or the part of the Property which is the subject of the offer at a price equal to the price set forth in the contract. In the event a Grantee elects to accept the offer embodied in the contract, the Grantee must do so by executing one copy of the contract and returning it to the Grantor within the thirty (30) day period.
2. If the offer embodied in the contract is not accepted by any of the Grantees within the thirty (30) day period provided in paragraph 1, then the offer embodied in the contract shall be deemed withdrawn and the Grantors shall be free for a period of six (6) months from the expiration of the thirty (30) day period to sell the Property (or the part of the Property which is the subject of the offer) to a third party on provisions and conditions not less favorable to the Grantor than those set forth in the contract free and clear of this Right of First Refusal. In the event the Property (or the part of the Property which is the subject of the offer) is not sold to a third party within the six (6) month period, then any further offer to purchase all or any portion of the Property must first be submitted to the Grantees in accordance with the provisions of paragraph 1.
4. Any notices desired or required pursuant to this Agreement shall be deemed received when personally delivered to the party to whom it is directed or, in lieu of personal delivery, on the second business day after the notice is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, to the addresses indicated on Page 1 of this instrument. Any party may change its address by giving notice of the changed address to the other parties in the manner provided for in this paragraph.
5. This Agreement shall be binding upon and inure to the benefit of Grantors and Grantees and their respective legal representatives, heirs, successors and assigns.
6. This Agreement shall terminate upon the unanimous consent of all living Grantees or upon the date neither the Grantors nor Grantors' daughter, Michelle M. Modde, have an ownership interest in the Property.

IN WITNESS WHEREOF, Grantors and Grantees have executed this Agreement the date and year first above written.

Grantors: Ronald Jasper
Ronald Jasper

Bertha Jasper
Bertha Jasper

Grantees: Nicholas Price
Nicholas Price

Jessie Price
Jessie Price

STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS:

On this 2nd day of April, 2015, personally appeared before me Ronald Jasper and Bertha Jasper, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and year last above written.
My commission expires: 8-24-16

Sandra L. Jett
Notary Public

SANDRA L. JETT
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: August 24, 2016
Commission # 12561526

STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS:

On this 2nd day of April, 2015, personally appeared before me Nicholas Price and Jessie Price, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and year last above written.
My commission expires: 8-24-16

SANDRA L. JETT
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County

My Commission Expires: August 24, 2016
Commission # 12561526

Sandra L. Jett
Notary Public SANDRA L. JETT

DEED PREPARED BY:
Michael C. Dempsey, Attorney at Law
Baylard, Billington, Dempsey & Jensen, P.C.
30 South McKinley, Union, MO 63084
(636) 583-5103

RETURN RECORDED INSTRUMENT TO:
Michael C. Dempsey, Attorney at Law
Baylard, Billington, Dempsey & Jensen, P.C.
30 South McKinley, Union, MO 63084
(636) 583-5103