

Recorded: 6/4/2021 at 8:49:42.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 2023

Prepared By & Return To: Carr & Carr Attorney's, PO Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Mark J. Fink
Stacey E. Fink
Grantee: BioMarkinetics, L.L.C.

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("Agreement") is made and entered into this 3rd day of June, 2021, by and between MARK J. FINK AND STACEY E. FINK, husband and wife, ("Grantors") and BIOMARKINETICS, L.L.C. and its successor or assign (collectively "Grantee").

RECITALS

A. Grantors are the titleholders to the following described real estate located in Delaware County, Iowa:

Parcel 2021-65, Part Of Lot 16 Of H.L.C. Second Subdivision, In Section 30, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 1804; also all lake frontage running to the middle of Lake Delhi in respect to and adjoining said Parcel 2021-65

(hereinafter referred to as the "Real Estate");

B. Grantors desire to grant a right of first refusal with regard to any sale of the Real Estate to Grantee, and Grantee desires to accept such right of first refusal for any sale of the Real Estate; and,

C. The parties desire to reduce their agreement to writing.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon the following mutual terms and conditions:

AGREEMENT

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Grantors hereby grant to Grantee, and Grantee hereby accepts from Grantors, a right of first refusal with regard to the Real Estate, as follows:

If Grantors receive a bona fide offer from a third party to purchase the Real Estate, Grantors shall give notice in writing to Grantee stating the price and terms upon which the Real

Estate is proposed to be purchased via the bona fide offer from the third party, and Grantors shall provide a copy of such offer to Grantee. Grantee shall have the right to purchase the Real Estate at the price and on the terms so stated, except as otherwise provided herein. If Grantee does not so elect to purchase the Real Estate within 20 days from the date on which Grantee receives written notice as set out above, then Grantors shall have the right to sell the Real Estate at not less than the price so stated and not on terms more favorable to the third party; thereafter, Grantee shall no longer have a right of first refusal hereunder. If Grantee matches the bona fide third party offer by notice in writing to Grantors within 20 days of Grantee's receipt of such written notice, then Grantors shall proceed to continue the abstract and proceed to closing following the procedure and within the time as described in paragraph 3 below. A "bona fide" third party offer for these purposes shall be a written offer to purchase the Real Estate from a buyer with the documented wherewithal (e.g., bank letter) to afford such purchase and to pay the purchase price in a timely fashion.

2. **EXCEPTIONS TO RIGHT OF FIRST REFUSAL.** If Grantors give, sell or bequeath the Real Estate, or any part thereof, to their children (or any combination thereof), this Agreement shall not apply to such gift(s), sale(s) or bequest(s); however, upon such gift(s), sale(s) or bequest(s), this Agreement shall apply to Grantors' children's interest in the Real Estate, except for subsequent transfers solely among themselves and not their successors in interest.

3. **CLOSING UPON EXERCISING RIGHT.** Upon Grantee exercising right of first refusal herein, Grantors, at their expense, shall promptly continue and pay for the abstract of title to the Real Estate continued through a date not more than thirty (30) days prior to the closing date stated in the notice of the exercise of the option. The proposed closing date shall be no later than sixty (60) days after the written exercise of the option. Such abstract shall show merchantable title in Grantors in conformity with the Iowa Land Title Standards of the Iowa State Bar Association.

The abstract shall become the property of Grantee when the purchase price is paid in full. Grantors shall pay costs of additional abstracting or title work due to acts or omissions of Grantors and shall be responsible for prorated real estate taxes, real estate transfer tax and other normal seller expenses for real estate closings in Delaware County, Iowa.

Upon payment of the purchase price, Grantors shall convey the Real Estate to Grantee by Warranty Deed, free and clear of all liens, restrictions and encumbrances.

4. **NOTICE.** Any notice required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

- (a) If to Grantors:
Mark and Stacey Fink
700 W. Acers Street
Manchester, Iowa 52057
- (b) If to Grantee:
BioMarkinetics, L.L.C.
1754 Caras Road
Waterloo, Iowa 50701

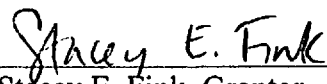
or such other address or person as hereafter shall be designated by the applicable party or last known address if known to be different than stated above.

5. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Time is of the essence with respect to this Agreement. This Agreement constitutes the entire understanding of the parties with regard to the specific subject matter hereof (i.e., right of first refusal). This Agreement shall not be changed, modified or amended, except in writing, signed by the party to be charged and this Agreement may not be discharged except by performance in accordance with its terms. Except as herein provided, Grantors and all persons and entities hereafter acquiring any right, title, or interest in any of the Real Estate shall be taken subject to this Agreement for a period of 10 years from the date of signing. Within the period of 10 years and in accordance with Iowa Code Section 614.17A or its successor provisions, this Agreement may be extended for an additional period of 10 years upon compliance with Iowa Code Section 614.17A(2). In the event of an extension of this Agreement is not filed within the period of 10 years or successive 10-year periods, then, this Agreement shall terminate at the end of the existing period of 10 years.

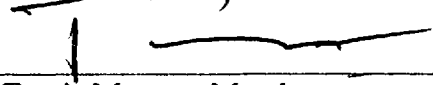
IN WITNESS WHEREOF, the parties have signed this Agreement the date and year as set forth in the acknowledgments below.



Mark J. Fink, Grantor



Stacey E. Fink, Grantor

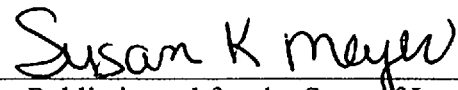
BioMarkinetics, L.L.C., Grantee


By: Travis Mattoon, Member

STATE OF IOWA)
DELAWARE COUNTY) ss:

This instrument was acknowledged before me on this 3 day of June,
2021 by Mark J. Fink and Stacey E. Fink.





Notary Public in and for the State of Iowa

STATE OF IOWA)
Delaware COUNTY) ss:

This instrument was acknowledged before me on this 3 day of June,
2021 by Travis Matoon as Member of BioMarkinetics, L.L.C.



Susan K Meyer
Notary Public in and for State of Iowa