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Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 23

Prepared by: Travis J. Schroeder, Simmons Perrine PLC
and return to: 115 Third Street SE - Suite 1200, Cedar Rapids, Iowa 52401 (319) 366-7641

SPACE ABOVE THIS LINE FOR RECORDER

Address Tax Statements: Alan Atwater, 1158 255th Street, Manchester, IA 52057

REAL ESTATE CONTRACT – INSTALLMENTS

IT IS AGREED this January 5, 2026, by and between **Patricia A. Atwater**, as Trustee of the **Patricia A. Atwater Revocable Trust** (“*Seller*”) and **Alan Atwater**, a single person, of Manchester, Iowa (“*Buyer*”):

That Seller, as in this contract provided, agrees to sell to Buyer, and Buyer in consideration of the premises, hereby agrees with Seller to purchase the following described real estate situated in Delaware County, Iowa, to-wit:

See Exhibit A attached hereto and incorporated herein by reference,

subject to easements, covenants, conditions and restrictions of record, and together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be stated below (the “*Real Estate*”), and certain personal property if and as may be herein described or if and as an itemized is attached hereto and marked **Exhibit A**, all upon the following terms and conditions:

1. TOTAL PURCHASE PRICE. Buyer agrees to pay Seller for said Real Estate the total of **\$275,000.00** due and payable at 1158 255th Street, Manchester, IA 52057, as follows:

A. Down Payment. None.

B. Purchase Price Paid in Installments. The entire purchase price (*i.e.*, **\$275,000.00**) shall be paid over a 30-year period, with payments made in equal twice-yearly installments of principal and interest in the amount of **\$7,764.57** due on or before January 15 and due on or before July 15 of each year beginning on January 15, 2026, and ending on July 15, 2055, as indicated on **Schedule A** (assuming no prepayment). In any event, all outstanding principal and accrued and unpaid interest shall be due and payable no later than July 15, 2055. From and after the Closing, interest shall accrue on the unpaid portion of the purchase price at a rate equal to **4.00%** per annum. If, however, the IRS or other taxing authority should at any time deem there to be imputed interest to the Seller, the Buyer shall be responsible for the payment of all taxes, penalties, and interest resulting from such imputed interest (or, if such taxes, penalties, and interest have been paid by the Seller, the Buyer shall reimburse Seller in full for such payment). Each semi-annual installment payment made shall be applied first to

the interest then unpaid and next upon the balance of the principal.

Notwithstanding the above direction, if Buyer experiences a financial downturn (regardless of whether such financial downturn is the result of lower commodity prices, lower crop yields, crop losses, or any other reason whatsoever) in a given year during the term of this contract, Buyer shall not be required to pay the principal portion of an installment payment otherwise due under this contract but only to the extent Buyer has made prepayments of principal in prior years that can be applied against the principal portion of the installment payment due. In no event, however, shall Buyer be relieved of the obligation to pay to Seller the interest portion of any installment payment due under this contract or of the obligation to pay Seller all outstanding principal and accrued and unpaid interest no later than July 15, 2055. A determination that the Buyer has experienced a financial downturn shall be made in the sole and uncontrolled discretion of the Buyer, and such determination shall be final and not subject to challenge. In the event such a determination is made, Buyer shall deliver written notice of such determination to Seller on or before the due date of the installment payment in question. Except as provided above in situations where Buyer has experienced a financial downturn, prepayments of principal shall not postpone the due date of any subsequent installments or change the amount of such installments, unless Seller shall otherwise agree in writing.

For example, if in years 2026 through 2030 Buyer makes total principal prepayments of \$5,000 (in addition to the regular principal payments due) and Buyer experiences a financial downturn in the spring of 2031, Buyer will not be required to pay \$5,000 of the principal portion of the installment payment otherwise due on July 15, 2031 under this contract (as the \$5,000 of prior year principal payments can be applied against the principal portion of the installment payment due in July of that year). However, Buyer will still be obligated to pay the interest portion of the installment payment due on July 15, 2031, as well as the principal portion of such installment payment due that exceeds \$5,000. If Buyer again experiences a financial downturn in the spring of 2032, Buyer will have no prior principal repayments with which to apply against the installment payment due on July 15, 2032, and Buyer will be obligated to pay the full installment amount due under this contract for such year.

C. Prepayments. Buyer may make prepayments of all or a portion of the purchase price at any time without consent or penalty.

D. Closing. Closing shall occur on or before January 5, 2025.

2. POSSESSION. Buyer, concurrently with due performance on Buyer's part, shall be entitled to possession of the Real Estate at Closing, and thereafter so long as Buyer shall perform the obligation of this contract.

3. TAXES. Seller shall pay the 2024 fiscal year real estate taxes that were due and payable in September 2025 and March 2026 and shall pay any unpaid real estate taxes for any prior years. Buyer shall pay the 2025 fiscal year real estate taxes which are due and payable in September 2026 and March 2027 and shall pay all subsequent real estate taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall, upon request by the other party, furnish to the other party evidence of payment of such items not later than July 15 of each year.

4. SPECIAL ASSESSMENTS. Seller shall pay all special assessments against the Real Estate:

A. Which are a lien thereon as of the date of the mutual execution of this contract.

B. Including charges heretofore assessed by any municipality having jurisdiction as of the date of possession.

Buyer shall pay all subsequent special assessments and charges, before they become delinquent. Buyer shall not allow any liens or judgments of any kind to attach to the Real Estate. Such action(s) will constitute a default of this entire contract.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the Real Estate shall be timely paid by Seller so as not to prejudice Buyer's equity in the Real Estate. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this contract for such sums so paid. **MORTGAGE BY SELLER.** Seller, Seller's successors in interest, or Seller's assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyer hereby expressly consents to such a mortgage and agrees to execute and deliver all necessary papers to aid Seller in securing such a mortgage, which shall be prior and paramount to any of Buyer's then rights in the Real Estate.

6. INSURANCE. Buyer, as and from said date of possession, shall constantly keep in force insurance, premiums therefor to be prepaid by Buyer (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on the Real Estate, in companies to be reasonably approved by Seller in an amount not less than the full insurable value of such improvements or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Seller and Buyer as their interests may appear. Seller's interest shall be protected in accordance with a standard or union-type loss payable clause. Upon Seller's request, **BUYER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLER** for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of Seller to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

During Seller's life, Seller shall be responsible for maintaining and paying all premiums insuring personal property located in and on the Real Estate in an amount not less than the full insurable value of such personal property.

7. CARE OF PROPERTY. Buyer shall take good care of the Real Estate; shall keep the buildings and other improvements, if any, now or hereafter placed on the Real Estate in good and reasonable repair and shall not injure, destroy, or remove the same during the life of this Contract. Buyer shall not make any material alteration in the Real Estate without the written consent of Seller. Buyer shall not use or permit the Real Estate to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the Real Estate.

9. ADVANCEMENT BY SELLER. If Buyer fails to pay such real estate taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance, and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Seller, be added to the principal amount due hereunder and so secured.

10. TIME IS OF THE ESSENCE. Time is of the essence in this contract. Failure to promptly assert rights of Seller herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

11. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (see **Section 12**) shall be without reservation or qualification EXCEPT: (a) zoning ordinances; (b) such restrictive covenants as may be shown of record; (c) easements of record, if any; (d) as limited by **Sections 1, 2, 3 and 4** of this contract; (e) Seller shall give Special Warranty as to the period after equitable title passes to Buyer; (f) spouse, if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

12. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Seller during the life of this contract, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a General Warranty Deed conveying the Real Estate in fee simple pursuant to and in conformity with this contract and Seller will at this time deliver to Buyer an abstract showing merchantable title, in conformity with this contract.

13. ABSTRACT AND TITLE. Buyer has not examined the abstracts of title to the Real Estate and such abstract is not accepted. As soon as possible after mutual execution of this contract, Seller will deliver to Buyer an abstract showing merchantable title in Seller, in conformity with this contract, Iowa law and the land title standards of the Iowa State Bar Association. Seller shall also pay the cost of any abstracting due to any act or change in the personal affairs of Seller resulting in a change of title by operation of law or otherwise. Upon Buyer's examination of the abstract, Seller agrees to cooperate in good faith with Buyer to cure title defects, if any, revealed by such examination.

14. FORFEITURE. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon the Real Estate, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the Real Estate insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which Seller may have, at Seller's option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Seller as compensation for the use of the Real Estate, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyer, or any other person or persons shall be in possession of said Real Estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15. FORECLOSURE AND REDEMPTION. If Buyer fails to timely perform this contract, Seller, at Seller's option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654 of the Iowa Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the Real Estate and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues, and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than 10 acres of land, and in the event of the foreclosure of this contract and sale of the Real Estate by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six months provided Seller, in such action files an election to waive any deficiency judgment against Buyer which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three months after sale such right of redemption shall be exclusive to Buyer, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to 60 days if all of the three following contingencies develop: (1) the Real Estate is less than 10 acres in size; (2) the Court finds affirmatively that the said Real Estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Seller in such action files an election to waive any deficiency judgment against Buyer or Buyer's successor in interest in such action. If the redemption period is so reduced, Buyer or Buyer's successor in interest or the owner shall have the exclusive right to redeem for the first 30 days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Buyer shall be a presumption that the Real Estate is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This **Section 15** shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

16. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this Contract, as protective disbursements.

17. RELEASE OF RIGHTS. Seller hereby relinquishes all rights of dower, homestead, and distributive share in and to the Real Estate and waives all rights of exemption as to any of the Real Estate.

18. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

19. CERTIFICATION. Each party hereto certifies that he/she is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller and Buyer agree that this transaction is exempt from the time of transfer inspection requirements by reason that the sale of the Real Estate is between related parties.

21. NOTICE. Notices required, permitted, or otherwise given under this Agreement shall be in

writing and shall be deemed effective if given to the individuals named below. Notice shall be deemed given upon receipt of personal service, or upon mailing by first class mail, certified with restricted delivery, return receipt requested, to the address provided below:

To Buyer: Alan Atwater
1158 255th Street
Manchester, IA 52057

To Seller: Patricia A. Atwater
1158 255th Street
Manchester, IA 52057

22. GENERAL PROVISIONS. The following general provisions govern this Agreement:

A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

B. Construction. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

C. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Iowa.

D. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

E. Complete Agreement. All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by all of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Buyer at closing.

F. Attorney's Fees. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Seller, or in any other case permitted by law in which attorney's fees may be collected from Buyer, or imposed upon them, or upon the above described Real Estate, Buyer agrees to pay Seller's reasonable attorney's fees.

G. Assignment. In case of the assignment of this contract by either of the parties, if permitted by the terms of this contract, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

H. Personal Property. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personality shall be considered

indivisible with the Real Estate above described; and any such termination of Buyer's rights in said Real Estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

I. Counterparts/Electronic Copies. This Agreement may be executed in a number of identical counterparts, which taken together, shall cause it to be collectively one Agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. An electronically-transmitted copy of an executed counterpart this agreement shall be deemed an original.

J. No Presumption Against Drafter. This Agreement has been freely negotiated by both parties. In any controversy, dispute, or contrast over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

23. SPECIAL PROVISIONS.

A. Use of House and Shed During Patricia's Life. **Patricia A. Atwater** shall have the right to the exclusive use and enjoyment of the house and attached garage located on the Real Estate, provided that **Patricia A. Atwater** shall be required to pay all landscaping on the Real Estate that **Patricia A. Atwater** wishes to have done, all major improvements on the Real Estate that **Patricia A. Atwater** wishes to have done (and which improvements are not necessary – necessary improvements would include replacing HVAC systems, replacing roof, replacing windows/doors, etc.), and the electric bills for the house and attached garage for the months of January, March, May, July, September, and November of each year while **Patricia A. Atwater** is living in such house. Buyer shall pay for all maintenance and repair expenses for the house and attached garage (and the immediately surrounding land), all improvements on the Real Estate that **Patricia A. Atwater** is not obligated to pay as provided above, and all other expenses related to the Real Estate and the house and attached garage (and all insurance and taxes as set forth more fully in this Agreement). **Patricia A. Atwater's** right to continue living in the house and using the shed shall terminate upon the first to occur of the following: (i) July 15, 2055, the due date of the last payment of the purchase price of this Agreement; (ii) **Patricia A. Atwater's** death; (iii) **Patricia A. Atwater** delivering written notice to Buyer forfeiting her right to reside in the house and use the attached garage; and (iv) the sale of all interests in the Real Estate to a third party (*i.e.*, someone who is not an Offer Holder under **Section 23(B)** below) after complying with the dictates of **Section 23(B)** below.

B. Restriction on Transfers/Rights of First Offer Until July 15, 2055. During the period of time from the date of Closing until July 15, 2055, Buyer or any successor-in-interest to Buyer with respect to the Real Estate who then owns any portion of the Real Estate ("*Selling Owner*") shall not sell or otherwise Transfer (as defined below) all or any portion of the *Selling Owner's* interest in any one or more parcel(s) of the Real Estate to a Non-Permitted Transferee (as defined below) without first obtaining the written consent of **Patricia A. Atwater** if living (or, if she is incompetent, the unanimous written consent of **Patricia A. Atwater's** children then living and competent). During the period of time from the date of Closing until July 15, 2055, the following rights of first offer shall run with the Real Estate:

(i) Rights of First Offer. In the event that Buyer or any successor-in-interest to Buyer with respect to the Real Estate who then owns any portion of the Real Estate ("*Selling Owner*") shall: (1) have all or any portion of his/her/its interest in any one or more parcel(s) of the Real Estate

become subject to an Involuntary Disposition (as defined below), (2) seek to Transfer (as defined below) all or any portion of the Selling Owner's interest in any one or more parcel(s) of the Real Estate to a Non-Permitted Transferee (as defined below) (whether or not the Selling Owner has received a bona fide offer from a third party (the "Offer") who is ready, willing and able to purchase any or all of the Selling Owner's interest in any one or more parcel(s) of the Real Estate) and the Selling Owner is ready to consummate such transfer; or (3) effectuate a Change In Control (as defined below), said Selling Owner (and each other Person who has acquired or may acquire an interest in the parcel(s) of the Real Estate at issue) shall serve written notice (the "Initial Notice") upon each Offer Holder (as defined below). Such Initial Notice shall be delivered by registered or certified mail, return receipt requested, and shall contain an offer to sell the interest in the parcel(s) of the Real Estate at issue (collectively, the "Option Real Estate Interest") to the Offer Holders as herein provided (and, as applicable, shall also specify the details of any Offer received and disclose the proposed transferee). However, these rights of first offer shall not apply to the mere creation of an encumbrance on any parcel(s) of the Real Estate.

(ii) Purchase Price. As soon as reasonably possible following the trigger of these Rights of First Offer, the parties shall determine the purchase price of the Option Real Estate Interest. Unless the Selling Owner and all Offer Holders agree in writing to other terms, the purchase price of the Option Real Estate Interest shall be equal to the lesser of (a) the offer price contained in any Offer received by the Selling Owner if these Rights of First Offer are triggered by a proposed sale with an offer at a price the Selling Owner is prepared to accept and (b) the appraised fair market value of the Real Estate less a 20% discount multiplied by the percentage constituting the Option Real Estate Interest. Moreover, the purchase price as determined above (*i.e.*, lesser of (a) and (b) above) shall be reduced by the amount of debt (if any) encumbering or otherwise associated with the Option Real Estate Interest (but in no event shall this reduction create a negative purchase price) because the exercising Option Holder(s) shall assume any and all such debt (or, if the lender(s) at issue will not permit such debt to be assumed, then a cash down payment at closing will be required to the extent necessary to satisfy such debt in full).

The fair market value of the Real Estate be determined by a qualified appraiser that has experience in the real estate market where the Real Estate is located and that is agreed upon by the Selling Owner and the Offer Holders. If the Selling Owner and the Offer Holders cannot all agree upon a single appraiser, then the Offer Holders, collectively (acting by majority vote), shall select a qualified appraiser and the Selling Owner shall select a qualified appraiser and each of the appraisers shall determine the fair market value of the Real Estate, and fair market value of Real Estate for purposes of determining the purchase price hereunder shall be the average of the two appraisals. The cost of the appraisal(s) shall be paid entirely by the Selling Owner. A copy of the appraisal report shall be delivered to the Selling Owner and each Option Holder.

(iii) Right of Offer Holders. As soon as the purchase price is determined pursuant to the dictates of **Section 23(B)(ii)** above, the Selling Owner shall deliver written notice of the purchase price of the Option Real Estate ("Price Notice") to each of the other owners of the Real Estate who are Permitted Transferees at the time these rights of offer are triggered ("First Offer Holders"), and each such First Offer Holder shall have the first option to purchase the Option Real Estate Interest. Each of the First Offer Holders shall have 15 days from the date the Purchase Notice is delivered to the First Offer Holders to notify the Selling Owner in writing of his or her intent to exercise his or her option with respect to all or some portion of the Option Real Estate Interest. If more than one First Offer Holder desires to exercise his or her option to purchase the Option Real Estate Interest, then such First Offer Holders shall have the right to purchase such remaining Option Real Estate Interest on a pro rata basis based on the respective interests already owned by such First Offer Holders in the Real

Estate (or as otherwise agreed by such First Offer Holders). If any First Offer Holder fails to deliver written notice of exercise to the Selling Owner within such 15-day period, then his or her purchase option with respect to such Option Real Estate Interest shall expire.

If the First Offer Holders fail or elect not to purchase the Option Real Estate Interest, then the Selling Owner shall deliver the Price Notice to those children of **Patricia A. Atwater** who are then living and who are not then owners of the Real Estate ("*Second Offer Holders*"), extending to each of them the second option to purchase (at such price and on the terms set forth herein) the Option Real Estate Interest. Each of the Second Offer Holders shall have 15 days from the date he or she receives the Price Notice to notify the Selling Owner, in writing, of his or her intent to exercise his or her option. If more than one Second Offer Holder desires to exercise his/her option to purchase the Option Real Estate Interest, then such exercising Second Offer Holders shall purchase the Option Real Estate Interest in equal shares as tenants-in-common or as otherwise agreed by them. If any Second Offer Holder fails to deliver written notice of exercise to the Selling Owner within such 15-day period, then his or her purchase option with respect to such Option Real Estate Interest shall expire.

If the First and Second Offer Holders fail or elect not to purchase the entire Option Real Estate Interest, then the Selling Owner shall deliver the Price Notice to those grandchildren of **Patricia A. Atwater** who are then living ("*Third Offer Holders*"), extending to each of them the third option to purchase (at such price and on the terms set forth herein) the Option Real Estate Interest. Each of the Third Offer Holders shall have 15 days from the date he or she receives the Price Notice to notify the Selling Owner, in writing, of his or her intent to exercise his or her option. If more than one Third Offer Holder desires to exercise his/her option to purchase the Option Real Estate Interest, then such exercising Third Offer Holders shall purchase the Option Real Estate Interest in equal shares as tenants-in-common or as otherwise agreed by them. If any Third Offer Holder fails to deliver written notice of exercise to the Selling Owner within such 15-day period, then his or her purchase option with respect to such Option Real Estate Interest shall expire.

Offer Holders may not assign their respective options hereunder, and any Option Real Estate Interest purchased by an Offer Holder pursuant to these options shall continue to be subject to the provisions of this Agreement (and shall agree in writing to be bound by the terms of this Agreement). Moreover, with respect to any Offer Holder who is then incompetent or a minor, such Offer Holder's financial agent (appointed in a properly executed durable financial power of attorney), or if none, such Offer Holder's guardian or conservator, may act on behalf of the Offer Holder in exercising these rights of refusal.

In the event the option process does not result in the purchase by the Offer Holders of the entire Option Real Estate Interest, then any option exercises that were made by the Offer Holders shall be void and the Selling Owner may sell or otherwise transfer the Option Real Estate Interest, provided that if the Selling Owner does not consummate the transfer within 1 year after the expiration of the last Offer Holder's option, then the Right of First Offer set forth herein shall remain in effect with respect to such Option Real Estate Interest.

(iv) No Right to Sell/Transfer until After Exhausting Option Process. No sale or other Transfer shall be consummated by the Selling Owner until the option process herein set forth has been exhausted.

(v) Payment Terms. Unless the Selling Owner and the exercising Offer Holders (such Offer Holders acting unanimously) agree to other payment terms, payment of the purchase price of the Option Real Estate Interest purchased pursuant to these rights of refusal shall be paid as follows:

(I) cash down payment at closing equal to the income/capital gains tax liability resulting from the sale that cannot be deferred under then applicable tax laws and (II) the delivery of an installment contract for the entire purchase price, with such installment contract payable over 30 years in equal semi-annual payments of principal and interest (with such semi-annual payments beginning on the first anniversary of the closing), and calling for interest to accrue on the unpaid balance at a fixed rate equal to the Applicable Federal Rate ("AFR") in effect for such transaction on the date of closing. The purchasing Offer Holder(s) shall have the right to prepay all or any portion of the installment contract at any time without penalty. The Selling Owner shall be granted a mortgage/security interest in the Option Real Estate Interest as collateral for repayment of the installment contract. Moreover, as provided above, the purchasing Offer Holder(s) shall be required to assume any and all debt encumbering the Option Real Estate Interest (and as a result, such debt amount reduces the purchase price as provided above), but if the lender will not allow the purchasing Offer Holder(s) to assume such debt, then the purchasing Offer Holder(s) shall instead be required to pay cash at closing to the extent necessary to satisfy such debt in full (which cash down payment would be in addition to the cash down payment and installment contract as provided above). The closing of any sale pursuant to the exercise of these rights of refusal shall occur within 60 days after the expiration of the last Offer Holder's purchase option.

(vi) Definitions. The following definitions shall apply with respect to this **Section 23(B)**:

(a) "Change in Control" shall mean with respect to an entity that is a Permitted Transferee and owns an interest in the Real Estate (or a portion of it), the occurrence, without the prior written consent of each of the Offer Holders then living and competent (provided that if any Offer Holder is incompetent at such time, such individual's financial agent (appointed in a properly executed durable financial power of attorney) or, if none, such individual's guardian or conservator shall act on behalf of such individual), of any one or more of the following events: (a) the entity merges or consolidates with any other entity and Permitted Transferees are not the owners of 100% of the equity or beneficial interests of the surviving entity; (2) the equity or beneficial interests in the entity are sold or transferred to any person or entity other than Permitted Transferees.

(b) "Descendants" shall exclude adopted persons and shall include only persons legitimately born, except that:

(1) A person adopted under the age of 18 years shall be considered legitimately born to the adopting parent or parents and shall not be considered a child of the natural parent or parents (if different from the adopting parent or parents). Persons adopted above the age of 18 years are not considered descendants.

(2) A person born out of wedlock shall be considered legitimately born to the natural mother unless a decree of adoption terminates her rights as parent during her life.

(3) A person born out of wedlock shall be considered legitimately born to the natural father only if he (i) marries the child's natural mother, (ii) adopts the child at any time or (iii) acknowledges in an irrevocable signed instrument delivered to the Trustee while both the child and the natural father are living that the child is to be considered legitimately born for purposes of this Agreement.

In no event shall a person's stepchild be treated as the person's child or descendant for purposes of this Agreement unless such stepchild has been legally adopted by such person (as provided above), and no person shall be treated as a sibling or descendant of a descendant of a person unless they would also be treated as a descendant of such person. All references to "descendants" are limited to lineal descendants (i.e., children, grandchildren, great grandchildren, etc.) exclusively.

(c) “*Involuntary Disposition*” shall mean a Transfer (except to a Permitted Transferee) whereby (1) the Real Estate (or any portion of it), is involuntarily sold, transferred or otherwise disposed, or an involuntary sale, transfer or disposal is threatened by any third person or entity, whether by (A) sale upon the execution or in foreclosure of any encumbrance, (B) acquisition of an interest therein by a trustee in bankruptcy or a receiver or (C) any other means, or (2) a court order, in connection with a property division in a divorce proceeding does not grant Grantor or a Permitted Transferee ownership of the Real Estate (or any portion of it). The act of creating an Encumbrance on the Real Estate shall not be an Involuntary Disposition.

(d) “*Non-Permitted Transferee*” shall mean any party that is not a Permitted Transferee.

(e) “*Permitted Transfers*” shall mean any Transfer of any interest in the Real Estate or any portion of it, to any one or more of the following: (I) **Patricia A. Atwater**, (II) Descendants of **Patricia A. Atwater**, (III) a trust over which any person described in (I) through (II) hereof has the power of revocation; (IV) the probate estate or revocable trust estate of any person described in (I) through (II) above during the administration of such estate/trust estate following such person’s death; (V) any other trust created for the exclusive benefit of one or more of the persons described in (I) through (II) above, provided that such trust may also allow income and principal (except for interests in Real Estate and interests in entities that hold Real Estate) to be distributed to the spouses and surviving spouses of the individuals described in (I) through (II) above and provided further that such trust may allow income and principal to pass, if and only if all of the individuals described in (I) through (II) above are then deceased, to any one or more individuals, trusts, and/or 501(c)(3) tax exempt charitable institutions); and (VI) to an entity (or entities) that is owned 100% by one or more of the persons/estates/trusts described in (I) through (V) above.

(f) “*Permitted Transferee*” shall mean any person, trust, or entity who receives a Permitted Transfer (as defined above) of an interest in the Real Estate or any portion of it and agrees to be bound by the terms of this Agreement.

(g) “*Transfer*” shall mean any sale, gift, bequest, or other transfer of any interest in the Real Estate or any portion of it to another person, trust, or entity, whether or not for value, whether voluntary or involuntary, provided that a Transfer shall not include a Permitted Transfer, provided further that creating an encumbrance on the Real Estate shall not be a Transfer but any voluntary or involuntary conveyance or disposition to, or foreclosure or execution by, a creditor holding an encumbrance is a Transfer, and provided further that any Change in Control of a Permitted Transferee shall be a Transfer.

24. AGREEMENT DRAFTED BY COUNSEL FOR SELLER. This Agreement has been drafted by Simmons Perrine PLC (“*Simmons Perrine*”) as counsel for Seller. Buyer understands and acknowledges that Simmons Perrine has not represented and will not represent Buyer with respect to Buyer’s interest in the Real Estate or Buyer’s rights and obligations under this Agreement. Buyer has been advised to seek the advice of independent counsel with respect to Buyer’s interests in the Real Estate and all consequences of entering into this Agreement should Buyer so desire and Buyer acknowledges that Buyer has had the opportunity to seek such advice.

25. SURVIVAL. The provisions of **Section 23** shall survive Closing.

[signature pages follow; remainder of page intentionally left blank]


SELLER:

Patricia A. Atwater

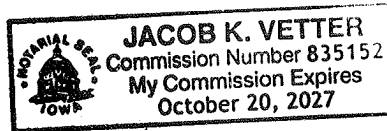
Patricia A. Atwater, Trustee of Patricia A. Atwater Revocable Trust
1158 255th Street
Manchester, IA 52057

STATE OF IOWA, COUNTY OF LINN, ss:

This instrument was acknowledged before me on the 5th day of January, 2026, by **Patricia A. Atwater**, as trustee of the **Patricia A. Atwater Revocable Trust**.



Notary Public in and for said State
My Commission Expires: October 20, 2027




BUYER



Alan Atwater
1158 255th Street
Manchester, IA 52057

STATE OF IOWA, COUNTY OF LINN, ss:

This instrument was acknowledged before me on the 5th day of January, 2026, by **Alan Atwater**, a single person.



Notary Public in and for said State
My Commission Expires: October 20, 2027

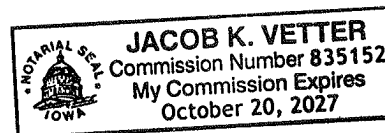


EXHIBIT A
LEGAL DESCRIPTION

The North 500 feet of the West 700 feet of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty (20) Township Eighty-eight North (T88N) Range Six (6) West, Delaware County, Iowa. Subject to roadways.