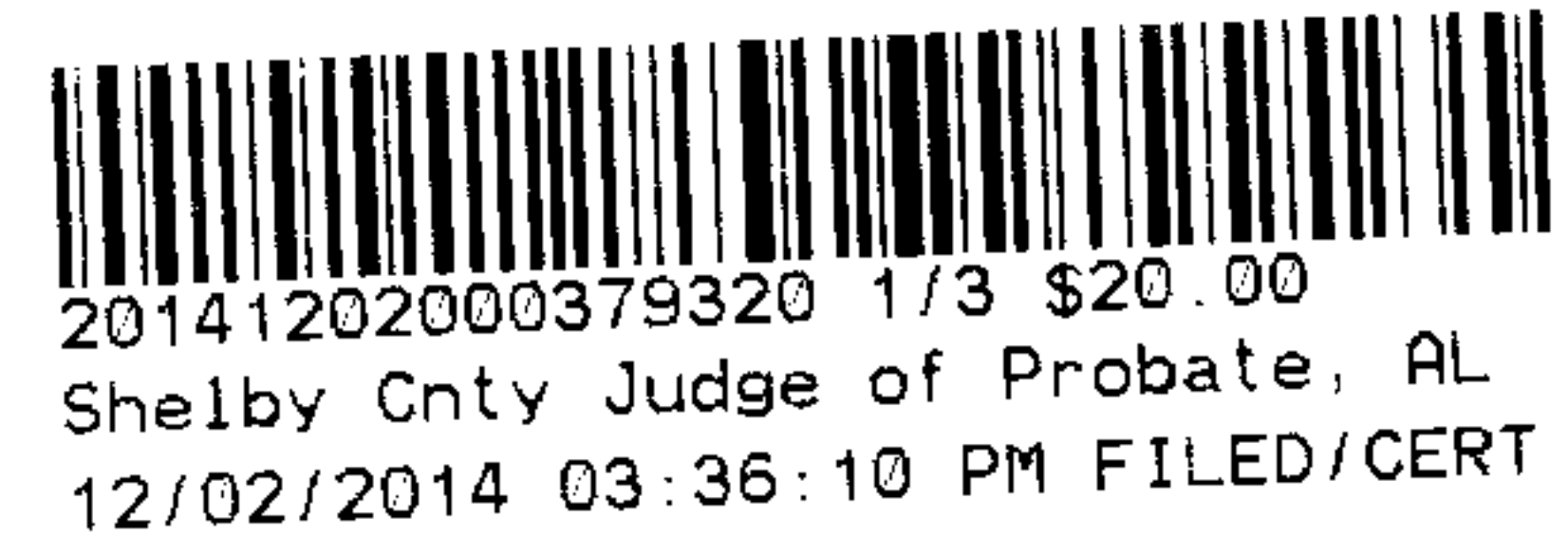


STATE OF ALABAMA)
SHELBY COUNTY)



RIGHT OF FIRST REFUSAL

This Agreement entered into this 17 day of November, 2014, by and between Jo Ray Farr, with residence address of 3348 Highway 77, Columbiana, Alabama 35051 (hereinafter referred to as "Jo"), and Tony D. McDonald and wife, Alisha H. McDonald, with residence address of 890 Highway 77, Columbiana, Alabama 35051 (hereinafter referred to as "Tony and Alisha").

W I T N E S S E T H:

WHEREAS, Jo is the owner of the land and easements as shown on Survey of Jo Farr Family Subdivision as recorded in Map Book 43, Page 109, in the Probate Office of Shelby County, Alabama, consisting of approximately 3.401 acres, and all property adjacent thereto located in the NE 1/4 of SW 1/4 and NW 1/4 of SE 1/4 of Section 27, Township 21 South, Range 1 East, and

WHEREAS, Tony and Alisha are buying the land and easements as shown on Survey of Jo Farr Family Subdivision as recorded in Map Book 43, Page 109, in the Probate Office of Shelby County, Alabama, consisting of approximately 3.401 acres, and Tony and Alisha desire a right of first refusal regarding the 10 acres adjacent thereto and located in the NE 1/4 of SW 1/4 and NW 1/4 of SE 1/4 of Section 27, Township 21 South, Range 1 East, as may be more specifically described pursuant to a survey or description of said property which they will subsequently obtain, and

WHEREAS, Jo agrees to grant Tony and Alisha a right of first refusal for said property.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

1. That Jo hereby grants and conveys unto Tony and Alisha a right of first refusal to purchase 10 acres adjacent to the approximate 3.401 acres as shown on the Survey of Jo Farr Family Subdivision, as recorded in Map Book 43, Page 109, in the Probate Office of Shelby County, Alabama, and located in the NE 1/4 of SW 1/4 and NW 1/4 of SE 1/4 of Section 27, Township 21 South, Range 1 East, to be more specifically described pursuant to a survey or description to be subsequently obtained by Tony and Alisha. The said Tony and Alisha shall have the right to purchase said property for its fair market value, or for such sum as may be offered by some third party to Jo, or her heirs and assigns. Tony and Alisha shall have a

minimum of sixty (60) days after being offered the opportunity to purchase said property, or being notified that some third party had made an offer, within which to purchase said property. Tony and Alisha shall also have the right at any time prior to sale or conveyance to simply acquire said property by paying its fair market value. This right of first refusal shall be applicable exclusively to Tony and Alisha, and they shall not have the right to sell or convey said right of first refusal to some third party.

2. That Jo, or her heirs and assigns, shall not sell, convey or encumber said property without first allowing Tony and Alisha the right of first refusal to purchase said property.

3. That this right of first refusal shall be binding upon the parties hereto, their heirs, representatives, successors, grantees, and assigns, and shall continue in full force and effect from the date of this Agreement until such time as it is exercised, or released in writing, whichever shall first occur, but for no longer than fifty (50) years.

Kimi M. Foster
Witness

Jo Ray Farr
Jo Ray Farr

Kimi M. Foster
Witness

Tony D. McDonald
Tony D. McDonald

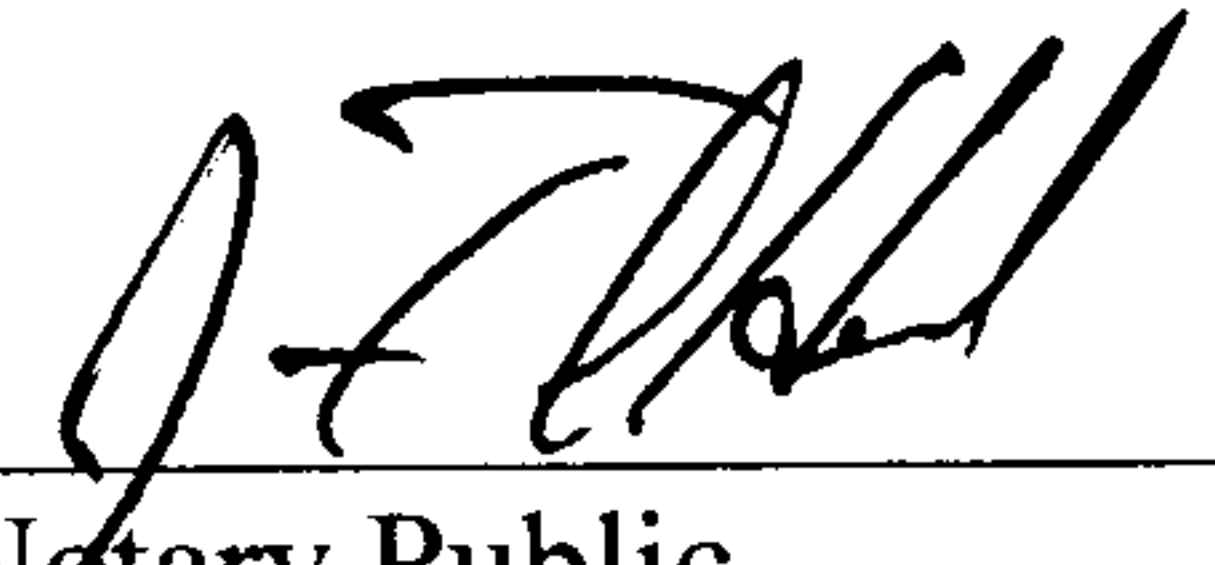
Kimi M. Foster
Witness

Alisha H. McDonald
Alisha H. McDonald

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jo Ray Farr, whose name is signed to the foregoing instrument, and who is known to me acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of November, 2014.




Notary Public
My Commission Expires: 9/27/15

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tony D. McDonald and wife, Alisha H. McDonald, whose names are signed to the foregoing instrument, and who are known to me acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of November, 2014.



Notary Public
My Commission Expires: 9/27/15

This instrument was prepared by: Wallace, Ellis, Fowler, Head & Justice, P.O. Box 587, Columbiana, Alabama 35051.