

STATE OF ALABAMA)
SHELBY COUNTY)

RIGHT OF FIRST REFUSAL AGREEMENT

THIS Right of First Refusal Agreement is entered into this 27th day of March, 2017, by and between John Lloyd Suttle and James W. Suttle, as Trustees of the Suttle Revocable Trust, dated January 15, 2000 (herein referred to as "Suttle"), and Walter Scott Vansant and Emily May Vansant (herein referred to as "Vansant").

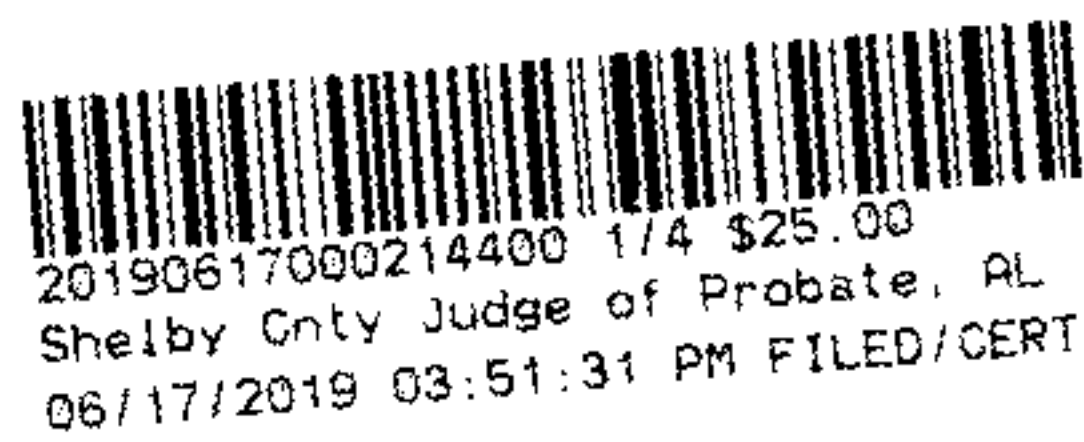
WHEREAS, Suttle is selling certain property to Vansant pursuant to a real estate Sales Contract dated January 24, 2017, which said property is more specifically described and identified on a survey dated March 3, 2017, prepared by Rodney Shiflett, AL. REG. No. 21784, and

WHEREAS, Suttle and Vansant agree that Vansant shall have the right of first refusal to purchase a barn, and a 120 foot wide strip of land running from the barn to the nearest access point of the sixty (60) foot wide easement shown and identified on the south side of the Shiflett survey, at such time as Suttle seeks to sell or convey said property to anyone other than James W. Suttle; in the event James W. Suttle purchases or acquires said property, then Vansant shall have the right of first refusal to purchase said property from him at such time as he seeks to sell or convey said property. In order to exercise the right of first refusal, Vansant shall pay the amount a third-party purchaser is willing to pay.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That Suttle hereby grants to Vansant a right of first refusal to purchase the barn and a 120 foot wide strip of property to allow access to said barn from the sixty (60) foot wide easement as shown on the south side of the survey dated March 3, 2017, and prepared by Rodney Shiflett, AL. REG. No. 21784.

2. That Vansant shall have the right to exercise said right of first refusal at such time as Suttle seeks to convey said property to anyone other than James W. Suttle, and in the event James W. Suttle purchases or acquires said property,



then Vansant shall have the right of first refusal to purchase said property from him at such time as he seeks to sell said property, for the amount a third-party purchaser is willing to pay.

3. That Vansant shall have thirty (30) days from notification of his right to exercise said first refusal within which to do so.

4. That this right of first refusal shall be binding, and enure to the benefit of the parties, their heirs, representatives, successors, grantees, and assigns.

THIS AGREEMENT entered into on the date set forth above.

SUTTLE REVOCABLE TRUST, DATED
JANUARY 15, 2000

By: John Lloyd Suttle
John Lloyd Suttle, Trustee

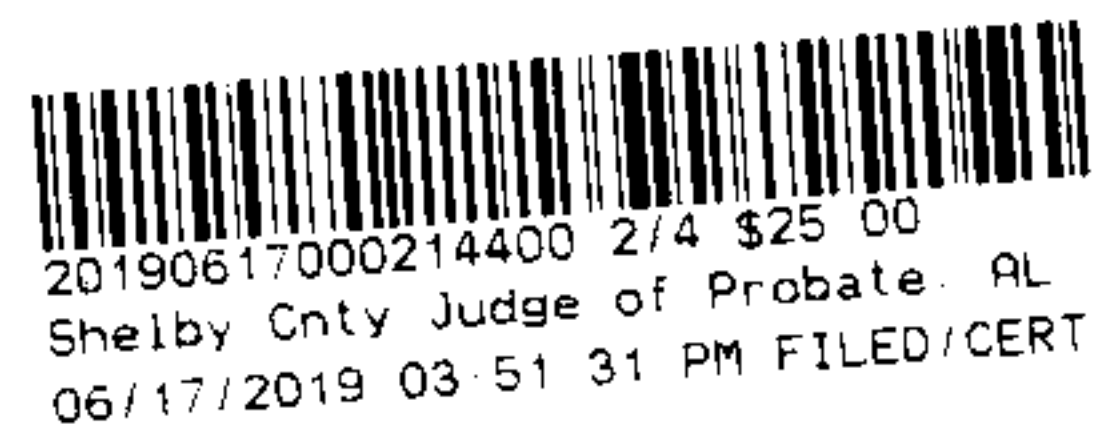
By: James W. Suttle
James W. Suttle, Trustee

Walter Scott Vansant
Walter Scott Vansant

Emily May Vansant
Emily May Vansant

STATE OF Connecticut
COUNTY OF New Haven

I, the undersigned authority, a Notary Public in and for



said County, in said State, personally appeared John Lloyd Suttle, whose name as Trustee for the Suttle Revocable Trust, dated January 15, 2000, 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, he, in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2017.

Notary Public
State of Connecticut
My Commission Expires
05/31/2020

May E. Lian
Notary Public
State of Connecticut
My Commission Expires: 5-31-2020

STATE OF AL)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared James W. Suttle, whose name as Trustee for the Suttle Revocable Trust, dated January 15, 2000, 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, he, in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of March, 2017.

Celeste Fulmer
Notary Public

My Commission Expires: 10-11-20

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for



said County, in said State, hereby certify that Walter Scott Vansant and wife, Emily May Vansant, 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 30th day of March, 2017.



Notary Public

My Commission Expires: 10-11-20

