



After recording, return to: (
Chicago Title Insurance Company (
1700 Market Street, Suite 2100 (
Philadelphia, PA 19103 (
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Prepared by: (
DarrowEverett LLP (
One Turks Head Place, 12th Floor (
Providence, RI 02903 (

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (this "Agreement") is made as of December 29, 2021 (the "Effective Date") between NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC, Delaware limited liability companies (collectively, the "Owner", which term shall include all successors in fee title to the Property, as that term is defined below) and Riverside Land Trust LLC, a Delaware limited liability company ("ROFR Holder"). Owner and ROFR Holder are referred to, separately and collectively, as the "parties" and each separately as a "party".

WHEREAS, in connection with certain agreements relative to the Property (defined below) as well as certain other properties, Owner has agreed to grant ROFR Holder the right of first refusal set forth herein; NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby grants to ROFR Holder the right to purchase the real property located at 4734 US-280, Birmingham, AL and legally described in Exhibit A annexed hereto, including the building(s) and other improvements from time to time thereon, and all of Owner's right, title and interest in and to all rights appurtenant thereto or in connection therewith, including without limitation any and all leases, and any and all personal property of Owner located at said site and used in connection therewith (separately and collectively, the "Property") on the following terms and conditions. Said right of first refusal is hereafter referred to as the "ROFR".

If Owner should at any time within a period of ninety-nine (99) years from the Effective Date (such period of



time, as modified by the provision below regarding the rule against perpetuities, is referred to as the "Term" of this Agreement) either (a) receive a bona fide binding offer to purchase all or any portion of the Property from a third party, and Owner should desire to accept such offer, or (b) make such a bona fide binding (subject to the ROFR contained herein) offer to sell all or any portion of the Property to a third party (each of the offers described above being referred to as an "Offer"), then Owner shall deliver to ROFR Holder a notice (the "Acquisition Notice") that (i) includes a copy of the Offer, and (ii) if the proposed sale is for less than all of the Property, then contains a reasonably detailed description of the applicable portion of the Property. (Hereafter, all references to "Property" shall be deemed to mean "the applicable portion of the Property" if the Offer is for only a portion of the Property). If the transaction at issue does not otherwise involve the Owner's receipt, or giving, of a binding offer as described above then the final, executable version of the purchase and sale agreement (or similarly titled agreement or contract) for the transaction shall constitute the Offer as that term is used herein.

ROFR Holder shall have fifteen (15) business days from receipt of the Acquisition Notice to exercise its ROFR by delivering notice thereof to Owner. The first business day following receipt of the Acquisition Notice shall be day "one" of such time period. If ROFR Holder timely delivers such written notice then ROFR Holder shall be obligated to purchase the Property on the applicable terms and conditions set forth in the Offer (as those terms and conditions are affected by the provisions set forth below in this Agreement), but in all events including at least a thirty (30) day due diligence period during which ROFR Holder may perform due diligence and terminate the contemplated purchase transaction for any reason or no reason. If ROFR Holder terminates during such due diligence period for no reason, or for a reason other than a material due diligence issue, then this ROFR shall be deemed thereupon null and void and of no further force or effect.

If the proposed sale is part of a larger transaction containing other real estate, then ROFR Holder shall have the right either to purchase the entire portfolio, or to



purchase the Property separate from the other real estate, and to effectuate this Property-specific potential purchase the Acquisition Notice shall contain a reasonable allocated purchase price for the Property, which shall be the price at which ROFR Holder may exercise the ROFR.

If the Offer includes a so-called "land swap", then the Acquisition Notice shall state the reasonable value of the real estate proposed to be transferred by Owner to the other party, and ROFR Holder may pay that sum to the other party in lieu of performing Owner's portion of the "land swap".

If ROFR Holder exercises the ROFR then notwithstanding anything in the Offer to the contrary: (a) the closing shall occur by escrow through ROFR Holder's title company as closing agent, and there shall not be a so-called face to face closing; (b) the closing shall occur not sooner than ninety (90) days from ROFR Holder's receipt of the Acquisition Notice, unless ROFR Holder elects a sooner closing by written notice thereof to Owner (and if the Offer does not set a closing date then it shall be deemed to be said ninetieth (90th) day following receipt of the Acquisition Notice, unless ROFR Holder elects to have the closing occur sooner); (c) at the closing, Owner shall deliver good and clear, record and marketable title, subject only to those encumbrances and title matters which exist as of the Effective Date hereof, and such later arising title matters as do not render the title unmarketable, but in all events free and clear of any monetary liens that did not exist as of Effective Date hereof; (d) if the Offer is not in the form of an executable purchase and sale agreement then the terms of the Offer shall be deemed to consist of the actual stated provisions therein, as supplemented (to the extent necessary in order to address the matters customarily set forth in a purchase and sale agreement for commercial real estate) by the custom in the county where the Property is located regarding such matters as allocation of closing costs between the parties, methods of proration, reasonable seller representations and warranties, delivery of title affidavits, and the like, at least a thirty (30) day due diligence period, and the actual closing shall be on the terms of the Offer as supplemented by such additional provisions; (e) if there is a lease with respect to the Property then it shall be a condition to ROFR Holder's



obligation to close that Owner obtains and delivers to ROFR Holder, prior to the closing, a commercially reasonable estoppel from the tenant disclosing no material adverse matters, as well as a so-called "Subordination, Non-Disturbance and Attornment Agreement" in commercially reasonable form if ROFR Holder is using financing in connection with the acquisition; (f) ROFR Holder may, after exercising the ROFR but not prior thereto, assign its rights under this Agreement to any other party, and the other party shall pay the purchase price and close on the Property; (g) there shall be credited against the purchase price the amount of any brokerage commission that Owner saves by selling to ROFR Holder; and (h) if the Offer contains seller financing or the assumption of an existing loan, then ROFR Holder may elect instead to close without such seller financing or loan assumption.

If ROFR Holder does not timely elect to exercise the ROFR, then ROFR Holder shall conclusively be deemed to have waived the ROFR as to the particular proposed transfer described in the Offer, but the ROFR shall continue in full force and effect as to any subsequent transfer of the Property. Thus, this Agreement and the ROFR shall not expire or otherwise terminate upon the closing of the conveyance to the third party, but rather, shall continue to apply to the Property, with the purchaser automatically becoming the "Owner" hereunder. Owner shall keep ROFR Holder reasonably informed of the status of the sale to the other party, and upon closing with the other party shall provide ROFR Holder with the notice address for the new "Owner" of the Property.

Furthermore, if ROFR Holder does not exercise the ROFR as to a particular Offer but the conveyance described in the Offer does not close within one (1) year of the date that ROFR Holder received the Acquisition Notice, and at the purchase price and on the other material terms set forth in the Offer then Owner must re-offer the Property to ROFR Holder (by sending another Acquisition Notice) and if ROFR Holder exercises the revived ROFR regarding the applicable Offer then Owner shall be obligated convey the Property to ROFR Holder in accordance with the terms of this Agreement.

If Owner is an entity, then any attempted transfer of 51% or more of the ownership interests in Owner (whether in



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one or a series of transactions) shall be deemed the equivalent of a transfer of the fee interest in the Property for purposes of this Agreement, and shall therefore trigger ROFR Holder's rights hereunder.

ROFR Holder shall, within ten (10) business days of Owner's written request therefor, execute and return to Owner an estoppel certificate (which shall be in recordable form and may be recorded by Owner) setting forth such reasonable information concerning the status of this ROFR as Owner may reasonably request, and such estoppel certificate may be relied upon by Owner and any and all third parties.

The ROFR not apply to: (i) a transfer to a separate entity in which the majority of legal or beneficial interests are owned by the Owner or any partner, member or other owner of Owner, or by members of the immediate family of Owner or such other owners, i.e., Owner's or such other owners' spouse, parents, or their respective lineal descendants (including adopted children); (ii) a transfer for estate planning purposes; (iii) any transfer for financing purposes; (iv) any action by Owner's mortgagee to enforce its mortgage or deed of trust including without limitation by foreclosure sale or deed in lieu of foreclosure (but the purchaser of the Property at a foreclosure sale will be subject to the ROFR with respect to any future sale of the Property); (v) grants of easements or other similar encumbrances; or (vi) a purchase by a Third Party Holder pursuant to its Pre-Emptive Purchase Right, as those terms are defined and discussed below.

Owner agrees not to grant any purchase option, right of first refusal, right of first offer, or other form of pre-emptive purchase right (separately and collectively, a "Pre-Emptive Purchase Right"), to any other party during the Term of this Agreement; provided, however, that Owner may grant a Pre-Emptive Purchase Right to any bona fide third party tenant of the Property (or a material portion thereof).

Any Pre-Emptive Purchase Right that exists of record (including, in a Memorandum or Notice of Lease) as of the Effective Date hereof is referred to as a "Existing Pre-Emptive Purchase Right", and any Pre-Emptive Purchase Right



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granted to a bona fide third party tenant in the future is referred to as a "Future Tenant Pre-Emptive Purchase Right". The holder of any Existing Pre-Emptive Purchase Right or Future Tenant Pre-Emptive Purchase Right is referred to as a "Third Party Holder". For the avoidance of doubt, (a) the exercise of any Existing Pre-Emptive Right shall extinguish this Agreement and the party exercising such right shall take title free and clear of this Agreement and the ROFR herein; and (b) the exercise of any Future Pre-Emptive Purchase Right shall not extinguish this Agreement and the ROFR herein, which shall continue and shall be binding on the new owner of the Property and its successors in title.

If the Third Party Holder has a right of first refusal or right of first offer (as opposed to having a purchase option) then Owner shall send notice of the triggering offer to Owner at the same time as such notice is sent to the Third Party Holder, including a copy of such offer, and such notice shall constitute an Acquisition Notice to ROFR Holder, provided that ROFR Holder may not exercise the ROFR as to such Acquisition Notice unless and until the Third Party Holder waives or is deemed to have waived its Pre-Emptive Purchase Right. Owner shall keep ROFR Holder informed as to whether the Third Party Holder waives or is deemed to have waived its Pre-Emptive Purchase Right, and if there is such actual or deemed waiver then ROFR Holder's fifteen (15) business day period to exercise the ROFR shall not commence until Owner has delivered written notice of such waiver to ROFR Holder.

Any notice or other communication required or permitted hereunder (a "notice") shall be delivered by hand; or by USPS Priority Mail Express or Federal Express or other reputable overnight courier service, for next day delivery, return receipt requested; or by certified United States mail, return receipt requested, postage and charges prepaid; or by email (email notice shall be official notice and sufficient to meet any deadline or other notice requirement in this Agreement, but if notice is sent by email then the sending party must, on the next following business day, send out a copy of such notice by USPS Priority Mail Express or Federal Express or other nationally recognized reputable overnight courier) to the following addresses: to Owner: to Owner: Orion Real Estate Group, 200 South Biscayne Blvd., 7th Floor, Miami, FL 33131;



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attention: Kevin Sanz; email: Ksanz@Orionmiami.com; and to ROFR Holder: P.O. Box 332123, Miami, FL 33233; email: riversidelandtrust@gmail.com. Any notice shall be effective upon receipt or refusal to accept delivery (provided, however, that no confirmation of receipt shall be required for email notice and it shall be presumed that such email was received). Each party hereto may change its notice address from time to time by notifying the other party of the new address in the manner provided for giving notice herein, and further, either party may record a notice of such change of address in the applicable registry of deeds with reference to the Book and Page of this Agreement. Further, each party is *obligated* to send notice of its new notice address if such party's then existing notice address will no longer result in delivery of a notice to such party. In addition, Owner is required to deliver notice of the new title holder's notice address if Owner conveys the Property (in accordance with the terms of this Agreement) to a third party, even if the conveyance is one that is expressly exempted from the ROFR by the terms of this Agreement. If a party defaults on such obligation and consequently does not actually receive a notice, then such notice shall nevertheless be effective. Attorneys may give notices on behalf of their clients. If in the future the use of U.S mail, or emails, or any other method of delivery mentioned herein becomes obsolete or is widely superseded by a new mode of delivery (or as to emails, electronic communication) then at either party's request the parties shall amend this Agreement to replace such outmoded method of delivery with its more modern successor.

From and after the date on which ROFR Holder receives the Acquisition Notice and until the closing pursuant to the ROFR (or, if ROFR Holder does not timely exercise the ROFR, then until the expiration of the fifteen (15) business day time period for ROFR Holder to elect whether to exercise the ROFR) the ROFR Holder and ROFR Holder's agents, employees and independent contractors shall have the right and privilege to enter upon the Property to inspect the Property, all at ROFR Holder's sole cost and expense; provided, however, ROFR Holder shall provide Owner with reasonable prior written notice of any inspection and ROFR Holder, and ROFR Holder's agents, employees and independent contractors, shall not materially disrupt or interfere with Owner's activities on the Property (including, the activities of any tenant of the Property).



ROFR Holder hereby covenants and agrees to indemnify and hold harmless Owner and its partners from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, or suits arising out of or in any manner caused by the exercise by ROFR Holder of ROFR Holder's rights under this paragraph.

The parties intend that all of the rights, titles and interests granted to ROFR Holder pursuant to this Agreement constitute current interests that are vested in ROFR Holder upon the execution of this Agreement. If, and to the extent that, any of the rights, titles or interests granted to ROFR Holder pursuant to this Agreement constitute, or are deemed to constitute, future estates or interests so as to be void or unenforceable in whole or in part as a result of the application of the rule against perpetuities, then, to the extent that there is no other rule of law, statute or judicial decision that would cause such rights, titles or interests to remain enforceable without regard to the provisions of this paragraph, the parties agree that all such rights, titles or interests that would otherwise be void or unenforceable in whole or in part as a result of the application of the rule against perpetuities, shall terminate if this ROFR is not exercised within the lives of those descendants of the late Joseph P. Kennedy, Sr. living on the date hereof, plus twenty-one (21) years.

This Agreement shall expire at the end of the Term; this Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein; this Agreement may not be amended, modified or changed except by written instrument signed by all of the parties; this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns (provided, however, that ROFR Holder may not assign this Agreement and its rights hereunder unless and until ROFR Holder has exercised the ROFR, as described above, in which event the right hereunder assigned shall be the right, and obligation, to close on the acquisition of the Property); this Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same



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instrument; any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure; this Agreement shall be governed by, and construed in accordance with, the internal domestic laws of the State in which the Property is located without reference to its choice of law principles; ROFR Holder may charge an administrative fee of one thousand dollars in connection with any request to waive its ROFR right hereunder as to a particular transaction; if any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect; in the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement; ROFR Holder shall have the right to record this Agreement in the appropriate registry, at its cost; any purported conveyance of the Property in violation of any provisions of this Agreement shall be void and ineffectual, shall not operate to transfer any interest or title to the purported transferee and shall give ROFR holder an option to purchase the Property in the manner and on the terms and conditions provided for herein; time is of the essence of this Agreement.

[Signatures on next page]



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IN WITNESS WHEREOF, Owner and ROFR Holder have set their hands and seals hereto as of the day and year first above written.

OWNER:

NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC,
Delaware limited liability companies

By: Eric Everett

Name: Eric Everett

Title: Authorized Signatory

ROFR HOLDER:

Riverside Land Trust LLC

By: Brandon Ruggieri

Name: Brandon Ruggieri

Title: Authorized Signatory



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Subscribed and sworn to before me on December 22, 2021, by means of ☒ physical presence or ☐ online notarization, by Eric Everett, as Authorized Signatory of NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC, Delaware limited liability companies, who is personally known to me or who has produced Drivers license as identification.

Witness my hand and official seal.

Brandon P. Ruggieri
Notary Public

My Commission Expires: 02/12/2024

Brandon P. Ruggieri
State of Rhode Island
Notary Public
Commission No. 765122
My Commission Expires 02/12/2024

Subscribed and sworn to before me on December 22, 2021, by means of ☒ physical presence or ☐ online notarization, by Brandon Ruggieri, as Authorized Signatory of Riverside Land Trust LLC, a Delaware limited liability company, who is personally known to me or who has produced Drivers License as identification.

Witness my hand and official seal.

Allison R. Lane
Notary Public

My Commission Expires: _____

ALLISON R. LANE
NOTARY PUBLIC - RHODE ISLAND
ID # 755633
MY COMMISSION EXPIRES AUG. 06, 2025



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 (Fee. Simple):

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ FT. + 1.303 ACRES ± on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. #10373, which plat of survey was recorded on January 27, 2004, in Map Book 32 page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

Parcel 2 (Appurtenant Easement No. 1):

TOGETHER WITH an Easement for the benefit of Parcel 1 as created by that certain Easement Agreement between Spectrum Realty, Inc., and OLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212310, Shelby County, Alabama records,

Parcel 3 (Appurtenant Easement No. 2):

FURTHER TOGETHER WITH a non-exclusive easement for ingress only for the benefit of Parcel 1 contained in Warranty Deed between Dewberry Real Estate Company, Inc_ (Grantor) and Gulf Oil Corporation (Grantee) dated June 28, 1979, and recorded July 2, 1979, in Book 320, Page 427 aforesaid records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to extent such covenants conditions or restrictions violate 42 USC 3604(c); as affected by Waiver of Restriction and Further Imposition of Restrictions dated February 11, 2005, and recorded May 4, 2005 in Instrument No. 20050504000212330 Shelby County Judge of Probate , Alabama records; as affected by Agreement between Southhall of Hoover, LLC; The Industrial Board of the City of Vincent, and DLR Associate% LLC, dated May 2, 2005, and recorded May 4, 2005 in Instrument No. 20050504000212340, aforesaid records