

This instrument prepared by:
Richmond B. Gunter
Muncie & Mattson, P.C.
987 Drew Lane
Auburn, Alabama 36830

STATE OF ALABAMA
COUNTY OF SHELBY

AGREEMENT FOR RIGHT OF FIRST REFUSAL

This Agreement for Right of First Refusal ("Agreement") is made as of the 3rd day of May 2023 (the "Effective Date") by and between **After Jack LLC, an Alabama limited liability company** ("Owner") and **Holland Homes LLC, an Alabama limited liability company** ("Builder").

WHEREAS, Owner owns real property in Shelby County, Alabama, more particularly described in Exhibit A which is attached hereto (the "Property"); and

WHEREAS, Builder wishes to acquire assurance from Owner that Builder shall have the right, but not the obligation, to purchase the Property; and

WHEREAS, Owner is willing, by execution of this instrument, to provide assurance to Builder that Builder will have the right, but not the obligation, to purchase the Property, subject to the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the sufficiency is hereby acknowledged, Owner and Builder hereby agree as follows:

1. **Right of First Refusal**. Owner hereby grants and conveys to Builder a right of first refusal (the "Right of First Refusal") to purchase the Property, or any interest therein, or portion thereof, in accordance with the terms and subject to the conditions set forth below:

- a. Owner shall not sell or convey the Property or any interest therein or portion thereof (each, a "Conveyance") except in accordance with the terms and conditions hereof. In the event Owner receives a bona fide offer, an acceptance of any Owner offer, a counteroffer or other proposal or agreement (each, an "Offer") from any unrelated person or entity (the "Offer Purchaser") to acquire any portion or any interest in any of the Property, and Owner desires to accept or enter into, or otherwise proceed with a Conveyance on the terms of such Offer, then Owner shall immediately provide a notice to Builder of Owner's desire to accept such Offer, along with true and correct copy of such Offer to Builder. The Builder shall have until the expiration of the Refusal Period (as that term is hereafter defined) to

purchase the Property, or any portion thereof or interest therein under the same financial terms and conditions of the Offer, with any provision relating to closing date being amended to be on or before one hundred twenty (120) days after the expiration of the Refusal Period. The period of time during which Builder may exercise the Right of First Refusal (a "Refusal Period") as to the subject Offer shall begin upon the date on which such notice (i.e., the notice described in the preceding sentence), along with a copy of the subject Offer, is deemed received by Builder from Owner pursuant to the terms and conditions of Section 4, below, and shall expire at 5:00 p.m., Birmingham, Alabama time, on the date one hundred and twenty (120) days thereafter (with the first day of such one hundred twenty day period being the first business day after the date on which Builder is deemed to have received such written notice and such copy of the subject Offer).

b. In the event that either: (i) Builder gives written notice to Owner of its intent not to exercise its Right of First Refusal as to the subject Offer, or (ii) Builder does not give written notice to Owner prior to the expiration of the applicable Refusal Period of Builder's exercise of its right to purchase the Property pursuant to the Right of First Refusal with respect to the subject Offer, then Owner may proceed with a Conveyance of the Property to the Offer Purchaser thereunder on terms that are the same, in all material respects, as the terms and conditions set forth in the subject Offer.

2. Builder's Exercise of Right of First Refusal. In the event that Builder gives written notice to Owner prior to the expiration of the applicable Refusal Period of Builder's exercise of its Right of First Refusal to purchase the Property or any interest therein or portion thereof pursuant to the Right of First Refusal with respect to the subject Offer, then Builder shall have the right to purchase the Property from Owner, and Owner shall sell the Property to Builder, in accordance with the terms and conditions hereof on or before the date one hundred twenty (120) days after the expiration of the applicable Refusal Period or any earlier date for the closing of such purchase and sale that Builder may specify in its written notice to Owner exercising its right to purchase the Property pursuant to the Right of First Refusal.
3. Negative Pledge. Owner covenants and agrees with Builder that while this Agreement is in effect, Owner shall not, without the prior written consent of Builder:
 - a. Create or grant to any person, except Builder, any easement, grant of timber or mineral rights or other similar interest in any of the Property.
 - b. Enter into (i) a mortgage or pledge which grants a third party a security interest in the property or (ii) any agreement containing any provisions which would be violated or breached by the performance of Owner's obligations under this Agreement or in connection herewith.

4. **Notice.** All notices, consents, approvals and other communications that may be or are required to be given by either party under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) nationally recognized overnight delivery service, with all postage and delivery charges paid by the sender and addressed to the recipient at the address set forth herein, or at such other address as each may subsequently designate in writing. Such notices delivered by hand or overnight delivery service shall be deemed received upon the earlier of actual receipt or the next general business day. Such notices sent by certified mail shall be deemed received three (3) days after the date of mailing.

After Jack LLC, an Alabama limited liability company
761 Bynum Cut Off Road
Eastaboga, Alabama 36260

Holland Homes LLC, an Alabama limited liability company
421 Opelika Road
Auburn, AL 36830

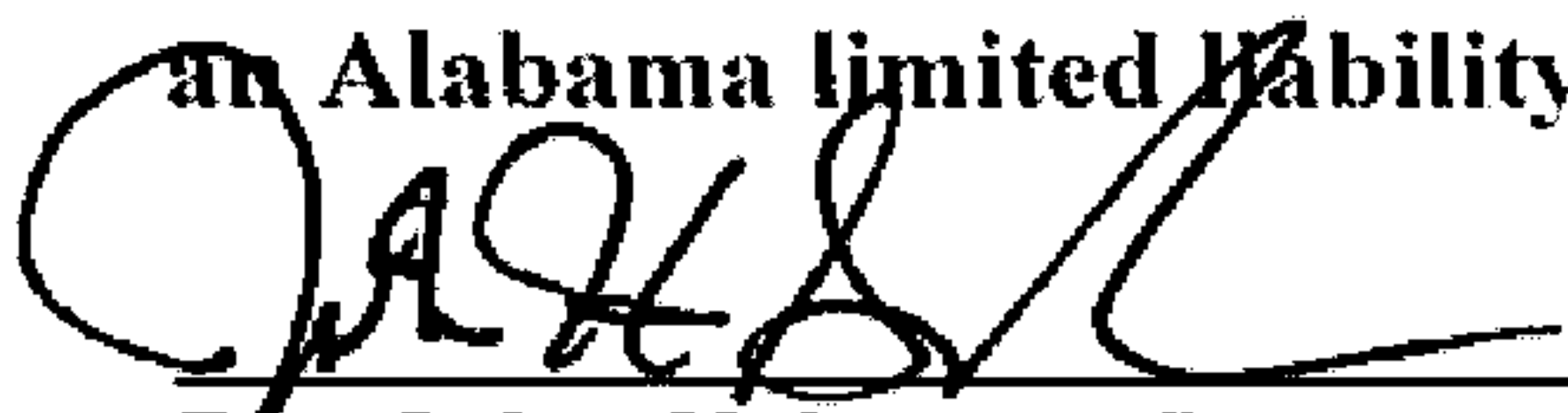
5. **Governing Law.** This Agreement, and the rights and obligations of the parties hereunder and thereunder shall be governed by and be construed in accordance with the laws of the State of Alabama.
6. **Recording.** Builder may record this Agreement, at Builder's expense, in the probate records of Shelby County, Alabama.
7. **Injunctive Relief; Attorney's Fees.** The parties agree that any breach of the terms of this Agreement by either party would result in immediate and irreparable injury and damage to the other party which could not be adequately compensated by damages. The parties therefore also agree that in the event of any such breach or any anticipated or threatened breach by the defaulting party, the other party shall be entitled to equitable relief, including by way of temporary or permanent injunction or specific performance, without having to prove damages, in addition to any other remedies (including damages) to which such other party may be entitled at law or in equity. The non-defaulting party shall be entitled to recover from defaulting party all costs of litigation, arising out of or related to the enforcement of the provisions of this Agreement by non-defaulting party, including, but not limited to, reasonable attorney fees and court costs.
8. **Term.** This Agreement, and all rights of Builder contained herein, shall expire on its own terms one hundred twenty (120) days after the recording of a subdivision plat in

the probate records of Shelby County, Alabama, that creates lots on any portion of the Property.

IN WITNESS WHEREOF, the Owner and Builder have caused this Agreement to be duly and properly executed as of the date first set forth above.

OWNER:

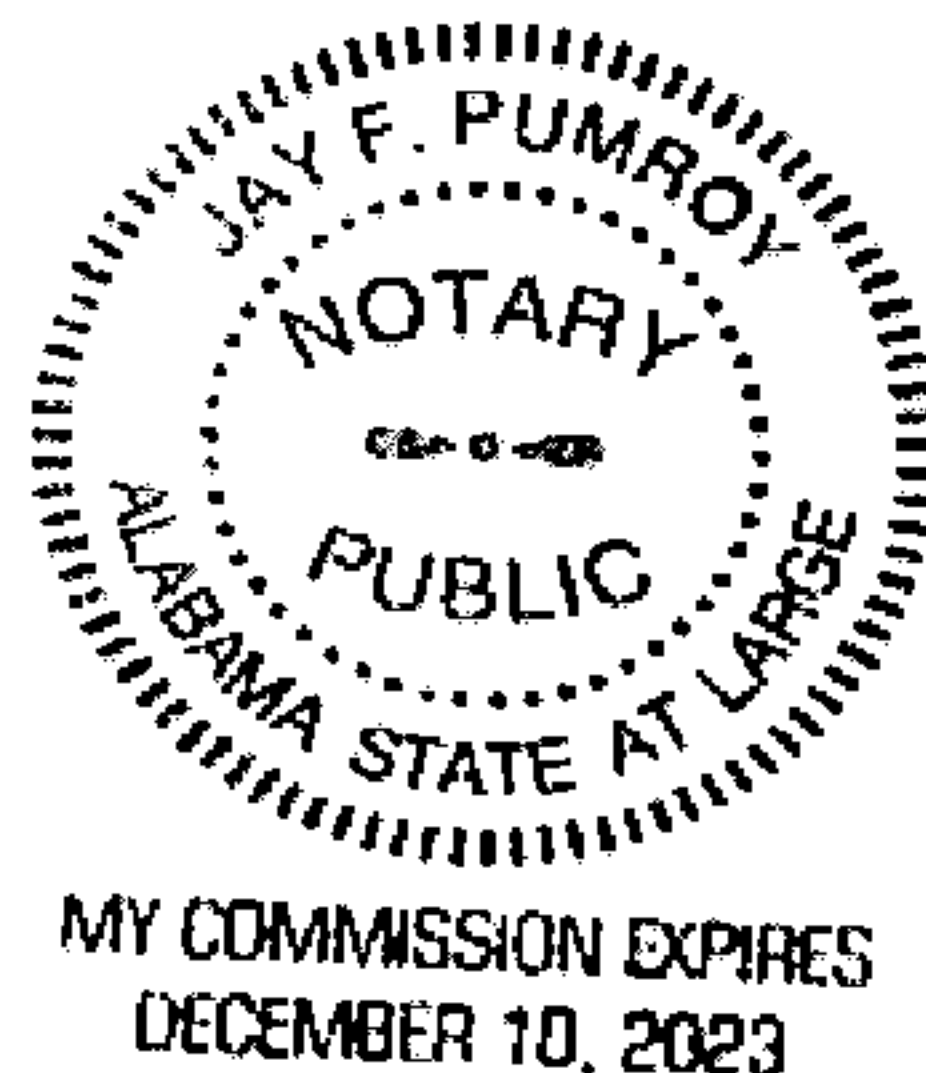
After Jack LLC,
an Alabama limited liability company


By: John H Street, Jr.
Its: Manager

STATE OF ALABAMA
COUNTY OF CALHOUN

I, JAY F. PUMROY, a notary public, hereby certify that John H Street, Jr., whose name as Manager of After Jack LLC, an Alabama limited liability company, 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 said instrument, he executed the same voluntarily and with full authority on behalf of said limited liability company on the day the same bears date.


Given under my hand and official seal this 3rd day of MAY, 2023.




Notary Public: _____
My commission expires: _____

BUILDER:

Holland Homes LLC,
an Alabama limited liability company


By: Daniel Holland
Its: Manager

STATE OF ALABAMA
COUNTY OF LEE

I, Holly Smith, a notary public, hereby certify that Daniel Holland, whose name as Manager of Holland Homes LLC, an Alabama limited liability company, 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 said instrument, he executed the same voluntarily and with full authority on behalf of said limited liability company on the day the same bears date.

Given under my hand and official seal this 3rd day of May, 2023.





Notary Public: Holly Smith
My commission expires: 7/6/26

Exhibit A
Legal Description

A parcel of land located in the Northeast one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, and the Northwest one-fourth of the Northwest one-fourth of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows:

Commence at a 5/8" capped rebar (Survconn) being the Northeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence proceed South 89° 05' 31" West along the North boundary of said quarter-quarter section for a distance of 470.55 feet to a ½" rebar in place, said point being the point of beginning. From this beginning point proceed South 88° 37' 54" West along the North boundary of said quarter-quarter section for a distance of 685.16 feet (set ½" rebar CA-0114-LS); thence proceed North 20° 29' 53" West for a distance of 175.18 feet (set ½" rebar CA-0114-LS); thence proceed South 85° 04' 01" West for a distance of 160.02 feet (set ½" rebar CA-0114-LS); thence proceed North 11° 23' 48" West for a distance of 161.58 feet (set ½" rebar CA-0114-LS); thence proceed North 75° 20' 24" East for a distance of 26.55 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 100.00 feet (set ½" rebar CA-0114-LS); thence proceed South 75° 20' 24" West for a distance of 5.90 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 100.00 feet (set ½" rebar CA-0114-LS); thence proceed South 75° 20' 24" West for a distance of 24.59 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 149.70 feet (set ½" rebar CA-0114-LS); thence proceed North 73° 12' 39" East for a distance of 8.20 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 53' 36" West for a distance of 250.00 feet (set ½" rebar CA-0114-LS); thence proceed South 75° 20' 24" West for a distance of 46.00 feet (set ½" rebar CA-0114-LS); thence proceed North 05° 04' 17" East for a distance of 101.12 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 28' 34" West for a distance of 125.02 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 31' 26" East for a distance of 10.05 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 28' 34" West for a distance of 227.28 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 12' 55" East along the North boundary of the Northwest one-fourth of the Northeast one-fourth of said Section 10 for a distance of 245.31 feet to a 2" capped pipe in place; thence proceed South 89° 40' 09" East along the North boundary of the Northeast one-fourth of the Northeast one-fourth for a distance of 419.63 feet to a 2" capped pipe in place; thence proceed North 88° 12' 22" East along the North boundary of said quarter-quarter section for a distance of 477.94 feet to a ½" rebar in place; thence proceed North 89° 12' 14" East along the North boundary of said quarter-quarter section for a distance of 210.01 feet to a ½" rebar in place (Martin); thence proceed North 89° 05' 34" East along the North boundary of said quarter-quarter section for a distance of 182.66 feet to a 1" pipe in place being located on the West right-of-way of Shawnda Lane; thence proceed South 01° 03' 32" East along the West right-of-way of said road for a distance of 74.88 feet to the P. C. of a concave right having a delta angle of 90° 16' 04" and a radius of 25.00 feet; thence proceed Southwesterly along the West right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 44° 04' 30" West, 35.44 feet to the P. T. of said curve; thence proceed South 01° 19' 36" East along the West right-of-way of said road for a distance of 50.00 feet to the P. C. of a concave left having a delta angle of 89° 43' 56" and a radius of 25.00 feet; thence proceed Southeasterly along the West right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 45° 55' 30" East, 35.27 feet to the P. T. of said curve; thence proceed South 01° 03' 32" East along the West right-of-way of said road for a distance of 185.00 feet to the P. C. of a concave right having a delta angle of 90° 16' 04" and a radius of 25.00 feet; thence proceed Southwesterly along the West boundary of said road and along the curvature of said curve for a chord bearing and distance of South 44° 04' 30" West, 35.44 feet to the P. T. of said curve; thence proceed South 01° 19' 36" East for a distance of 50.00 feet to the P. C. of a concave left having a delta angle of 89° 43' 56" and a radius of 25.00 feet; thence proceed Southeasterly along the curvature of said curve for a chord bearing and distance of South 45° 55' 30" East, 35.27 feet to the P. T. of said curve; thence proceed North 89° 22' 34" East for a distance of 50.0 feet to the East right-of-way of Shawanda Lane; thence proceed South 01° 03' 47" East along the East right-

of-way of said road for a distance of 94.93 feet to the Southwest corner of Lot No. 71 of the Shiloh Creek Sector One Plat One as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 38 at Page 54; thence proceed North 89° 06' 25" East along the South boundary said subdivision and along the South boundary of Shiloh Creek Sector One Plat Two as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 42 at Page 43 for a distance of 500.80 feet (set ½ " rebar CA-0114-LS); thence proceed North 66° 37' 09" East along the South boundary of said Shiloh Creek Sector One Plat Two for a distance of 42.45 feet (set ½ " rebar CA-0114-LS) to the Southeast corner of said Lot No. 60 of said subdivision; thence proceed North 07° 14' 19" West along the East boundary of said Lot No. 60 for a distance of 127.31 feet (set ½ " rebar CA-0114-LS) to a point on the Southerly right-of-way of Creek Run Way; thence proceed Northeasterly along the Southerly right-of-way of said Creek Run Way and along the curvature of a concave curve left having a delta angle of 05° 30' 51" and a radius of 525.0 feet for a chord bearing and distance of North 69° 13' 46" East, 50.42 feet to the P. T. of said curve (set ½ " rebar CA-0114-LS); thence proceed North 66° 37' 42" East along the Southerly right-of-way of said road for a distance of 12.55 feet (set ½ " rebar CA-0114-LS) being the Northwest corner of Lot No. 59 of said Shiloh Creek Sector One Plat Two; thence proceed South 23° 22' 36" East along the West boundary of said Lot No. 59 for a distance of 105.70 feet (set ½ " rebar CA-0114-LS); thence proceed South 01° 55' 30" East for a distance of 190.71 feet (set ½ " rebar CA-0114-LS); thence proceed South 88° 59' 12" West for a distance of 652.38 feet (set ½ " rebar CA-0114-LS) to a point on the East boundary of the Northeast one-fourth of the Northeast one-fourth of said Section 10; thence proceed South 00° 56' 58" East along the East boundary of said quarter-quarter section for a distance of 226.25 feet (set ½ " rebar CA-0114-LS); thence proceed South 88° 38' 19" West for a distance of 469.92 feet (set ½ " rebar CA-0114-LS); thence proceed South 00° 56' 58" East for a distance of 419.93 feet to the point of beginning; containing 41.82 acres, more or less, and situated, lying and being in Shelby County, Alabama.

LESS AND EXCEPT:

Lots 75-101 (inclusive), and Lots 225-248 (inclusive), Final Plat, Shiloh Creek Phase II, Section I, A Residential Subdivision, City of Calera, Alabama, according to and as shown by map or plat of said subdivision filed for recorded in Map Book 52, at Page 80, in the Office of the Judge of Probate of Shelby County, Alabama

and

Lots 119-136 (inclusive) and Lots 167-184, Final Plat, Shiloh Creek Phase 2, Section 2, according to and as shown by map or plat of said subdivision filed for recorded in Map Book 56, at Page 89, in the Office of the Judge of Probate of Shelby County, Alabama



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/24/2023 12:59:51 PM
 \$40.00 PAYGE
 20230724000221150

Allen S. Bayl