

STATE OF ALABAMA)

COUNTY OF SHELBY)

PARTIAL RELEASE OF RIGHT OF FIRST REFUSAL

THIS PARTIAL RELEASE OF RIGHT OF FIRST REFUSAL is made and entered into as of the 23rd day of August, 2023 by **DANIEL COMMUNITIES, LLC**, a Delaware limited liability company ("**DC**"), in favor of **J. Wright Properties, LLC** ("**Wright**").

RECITAL:

Pursuant to Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 (the "Agreement") by and among Greystone Development Company, LLC, an Alabama limited liability company ("**GDC**"), Gilbert Family Partnership, Ltd., an Alabama limited partnership ("**Partnership**"). Roy W. Gilbert, Jr. and wife, Judith L. Gilbert ("**Gilbert**") and Roy W. Gilbert, III and wife, Sharon R. Gilbert which has been recorded as Instrument #1999 07167 in the Office of the Judge of Probate of Shelby County, Alabama, GDC was granted a right of first refusal (the "Right of First Refusal") to purchase any of the Gilbert Home Property or the Partnership B Property, as such terms are defined in the Agreement, to the extent Gilbert or the Partnership desire to sell any portion of said Gilbert Home Property or the Partnership B Property to any third party.

Pursuant to Assignment of Right of First Refusal dated August 4, 2015 (the "Assignment") between GDC and DC, GDC assigned to DC all of its rights with respect to the Agreement, including, without limitation, the Right of First Refusal. A copy of the Assignment is attached as **Exhibit A** and incorporated herein by reference.

Pursuant to a deed dated August 27, 2020 from Gilbert to their daughter, Leigh Ann Gilbert Higdon, an unmarried woman ("Higdon"), recorded as Inst. # 20200827000377050 in the Office of the Judge of Probate of Shelby County, Alabama, the Gilbert Home Property as described in the Agreement and in the attached Exhibit B was conveyed to Higdon.

Higdon is selling, conveying and transferring to J. Wright Properties, LLC that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Property"). The Property is subject to the Right of First Refusal set forth in the Agreement.

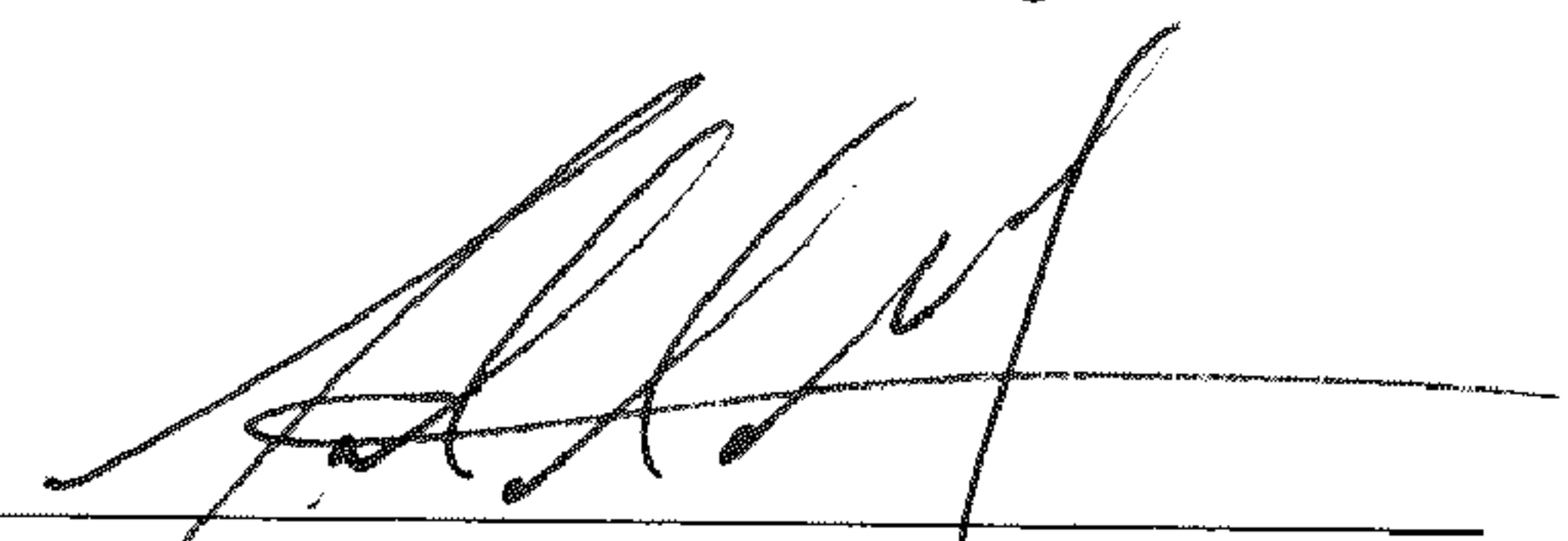
DC desires to waive and release all of its rights under the Agreement and its right to exercise the Right of First Refusal with respect to the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DC does hereby waive and forever release its Right of First Refusal, as set forth in the Agreement, to purchase or acquire any portion of the Property.

IN WITNESS WHEREOF, DC has executed this Partial Release as of the day and year first above written.

DANIEL COMMERCIAL PROPERTIES, LLC,
a Delaware limited liability company

By: Daniel Communities Management Corp., an
Alabama corporation, Its Manager

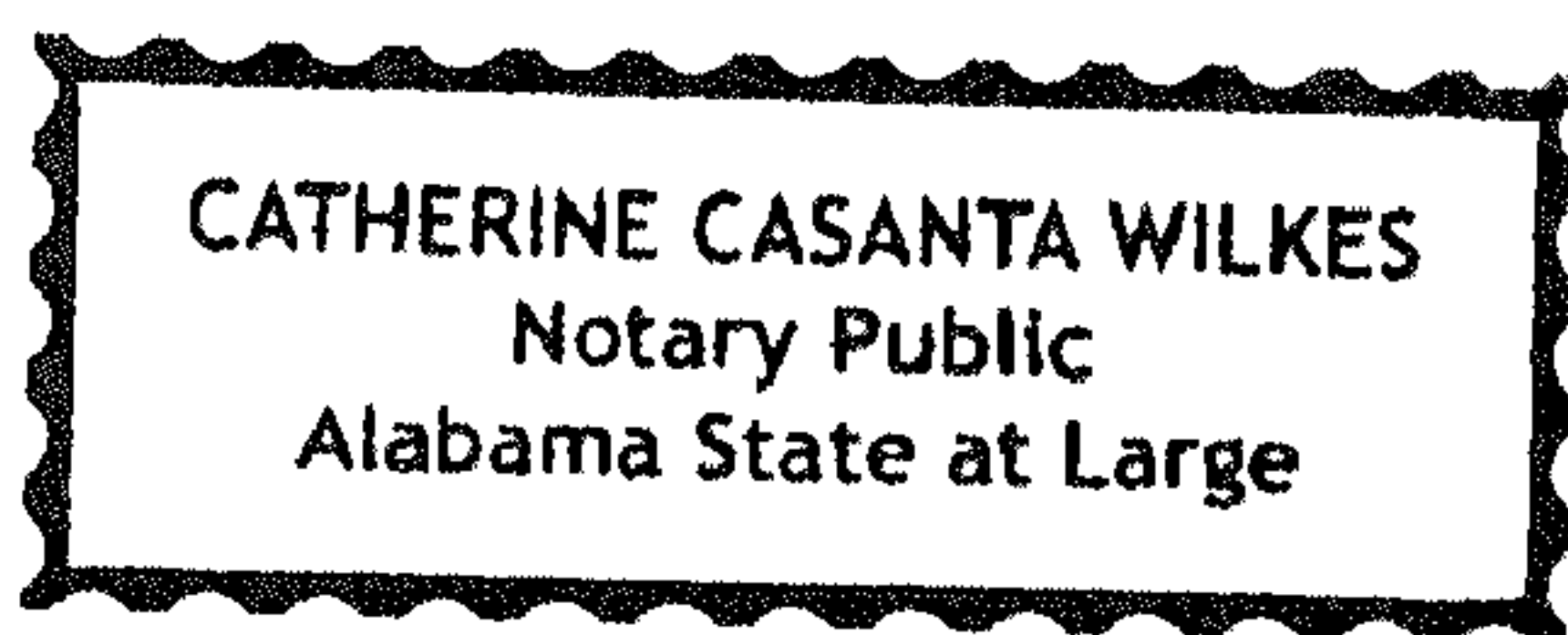
By: 
Printed Name: John D. Gunderson
Title: Chief Executive Officer

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Catherine Casanta Wilkes, a Notary Public, in and for said County in said State, hereby certify that John D. Gunderson, whose name as Chief Executive Officer of Daniel Communities Management Corp., an Alabama corporation, the Manager of **Daniel Commercial Properties, LLC**, a Delaware 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and seal this 23rd day of August 2023.



NOTORIAL SEAL

Catherine Casanta Wilkes

Notary Public

My commission expires: 8/15/2026

EXHIBIT A

Assignment

See Attached.

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

ASSIGNMENT OF RIGHT OF FIRST REFUSAL

THIS ASSIGNMENT OF RIGHT OF FIRST REFUSAL (this "Assignment") is made and entered into as of the 4th day of August, 2015 by and between **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("GDC"), and **DANIEL COMMUNITIES, LLC**, a Delaware limited liability company ("DC").

RECITALS:

GDC, Gilbert Family Partnership, Ltd., an Alabama limited partnership (the "Partnership"), Roy W. Gilbert, Jr. and wife, Judith L. Gilbert (collectively, "Gilbert"), and Roy W. Gilbert, III and wife, Sharon R. Gilbert (collectively, "Gilbert III"), have heretofore entered into an Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 (the "Agreement") which has been recorded as Instrument #1999-07167 in the Office of the Judge of Probate of Shelby County, Alabama.

Pursuant to Paragraph 6 of the Agreement, Gilbert and the Partnership granted to GDC a right of first refusal to purchase the Gilbert Home Property and/or the Partnership B Property, as such terms are defined in the Agreement, subject to and upon the terms and provisions set forth in Paragraph 6 of the Agreement (collectively, the "Right of First Refusal").

Paragraph 6 of the Agreement provides that GDC has the right to transfer and assign the Right of First Refusal to any person or entity which is owned or controlled by or under common control with the individuals who, as of the date of the Agreement, indirectly own all of the interests of GDC (the "Individual Owners"). As of the date hereof, the beneficial ownership of DC is under the same beneficial ownership of GDC and DC is owned or controlled by or under common control with the same indirect individual owners as the Individual Owners of GDC. Accordingly, GDC desires to transfer and assign to DC the Right of First Refusal.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals: The parties acknowledge and agree that all of the terms and provisions of the Recitals set forth above are true and correct as of the date hereof and are incorporated herein and made a part of this Assignment.

2. Assignment. GDC does hereby transfer, assign, set-over, deliver and convey to DC all of its right, title and interest, if any, in and to the Right of First Refusal. GDC represents

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and warrants that the Right of First Refusal is not currently pledged or encumbered and has not been previously transferred or assigned to any third party.

3. Assumption. DC, by execution of this Assignment, does hereby assume all of the obligations of GDC under Paragraph 6 of the Agreement relating to the Right of First Refusal.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first about written.

**GREYSTONE DEVELOPMENT COMPANY,
LLC**, an Alabama limited liability company

By: Daniel Realty Corporation, an Alabama
corporation, Its Manager


By: 
Printed Name: T. Charles Tickle
Title: Chairman

DANIEL COMMUNITIES, LLC, a Delaware
limited liability company

By: Tickle Investments, LLC, a Delaware limited
liability company, Its Sole Member

By: Daniel Investment Partners, LLC, a
Delaware limited liability company,
Its Sole Member

By: Daniel Management Corporation,
an Alabama corporation,
Its Manager


By: 
Printed Name: T. Charles Tickle
Title: Chairman

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Charles Tickle, whose name as Chairman of Daniel Realty Corporation, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 4th day of August, 2015.

[NOTARIAL SEAL]



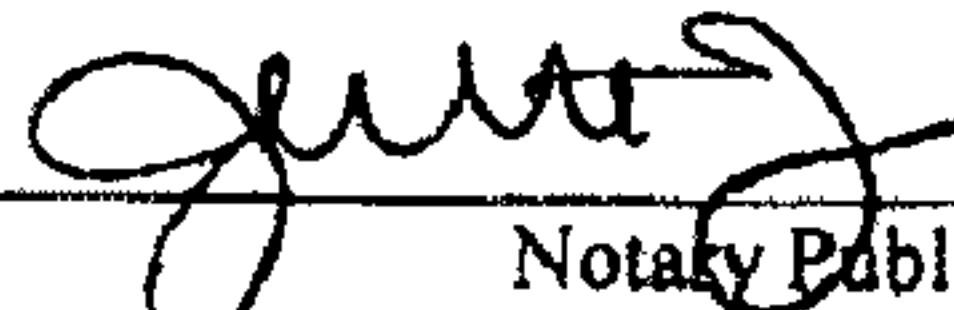
Notary Public
My commission expires: August 26, 2017

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Charles Tickle, whose name as Chairman of Daniel Management Corporation, an Alabama corporation, as Manager of Daniel Investment Partners, LLC, a Delaware limited liability company, as Sole Member of Tickle Investments, LLC, a Delaware limited liability company, as Sole Member of DANIEL COMMUNITIES, LLC, a Delaware 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 4th day of August, 2015.

[NOTARIAL SEAL]


Notary Public
My commission expires: August 26, 2017

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119
(205) 521-8000

EXHIBIT B

A part of Lots 1 & 2, Gilbert Family Estate Subdivision, as recorded in Map Book 49, Page 21, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of said Lot 2 also being the Northeast corner of said Lot 1; thence run South 20° 05' 38" West along the line between said Lots 1 & 2 for a distance of 35.77 feet to an iron pin set with SSI cap; thence run South 59° 11' 29" West for a distance of 57.84 feet to an iron pin set with SSI cap; thence run South 04° 53' 51" West for a distance of 72.00 feet to an iron pin set with SSI cap; thence run South 21° 30' 02" West for a distance of 126.10 feet to an iron pin set with SSI cap; thence run South 01° 33' 39" West for a distance of 65.12 feet to an iron pin found with SSI cap; thence run South 08° 57' 28" West for a distance of 284.83 feet to an iron pin set with SSI cap; thence run North 19° 55' 17" West for a distance of 98.90 feet to an iron pin set with SSI cap; thence run North 05° 08' 04" East for a distance of 185.16 feet to an iron pin found with SSI cap on the North line of said Lot 2; thence run North 82° 47' 06" West along the said North line for a distance of 127.78 feet to the Point of Beginning. Containing 2.00 acres more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/30/2023 03:20:33 PM
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Allen S. Bayl