Karen Johnson Davidson County
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Fees: $37.00 Taxes: $0.00
20231221-0098537

This Instrument Prepared By:
G. Gregory Voehringer, Attorney
4917 William Arnold Road
Memphis, Tennessee 38117

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT is entered into as of the 15 day of December, 2023, between **4021 TRAVIS DRIVE LLC, a North Carolina limited liability company** ("4021") to **ATS NASHVILLE INVESTMENTS, LLC, an Indiana limited liability company** ("ATS").

WITNESSETH:

WHEREAS, 4021 is the owner of the real property commonly known as Unit 2, of the Travis Drive Commercial Condominiums located at 4023 Travis Drive, Nashville, Tennessee, 37211 as more particularly set forth on Exhibit A attached hereto and incorporated herein by reference ("Unit 2");

WHEREAS, 4021 has granted ATS a right of first refusal to purchase Unit 2 at the price and subject to the terms, conditions and provisions hereinafter stated in this Agreement;

NOW THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties do hereby agree as follows:

A. Term. This Right of First Refusal shall exist and continue as long as ATS or an affiliate of ATS is the fee owner of Unit 1, and 4021, or an affiliate, is the fee owner of Unit 2; or if this right is terminated sooner by failing to exercise it as hereinafter set forth in this Agrement (the "Term").

B. Right of First Refusal. 4021 hereby gives and grants unto ATS (and its successors and assigns) a continuing and ongoing exclusive right of first refusal to purchase Unit 2 as hereinafter set forth. If at any time during the Term, 4021 receives an offer from a bona fide third party purchaser (the "Third Party Purchaser") to purchase or otherwise acquire direct or indirect ownership of Unit 2, or any part thereof, which offer 4021 plans to accept (the "Third Party Offer"), the Third Party Offer shall be subject to ATS's prior right to purchase and acquire title to all of Unit 2, upon the same terms and conditions as provided in the Third Party Offer (the "Right of First Refusal"). The Right of First Refusal can only be terminated, waived or released in accordance with the express provisions hereof.

C. Procedure. Upon 4021's receipt of a Third Party Offer, 4021 shall submit to ATS a complete copy of the Third Party Offer, together with a purchase contract completed containing all terms of the Third Party Offer but identifying ATS (or its successor and assigns) as the buyer therein (the "Submitted Contract"). ATS may exercise its Right of First Refusal only by delivering to 4021 written acceptance of such within thirty (30) days of ATS's receipt of the Third Party Offer, which such acceptance shall be evidenced by ATS's execution of the Submitted Contract. Within five (5) days following 4021's receipt of any such signed Submitted Contract from ATS, 4021 shall deliver to ATS the Submitted Contract countersigned by 4021, whereupon 4021 and

ATS shall proceed to close on the purchase of Unit 2 pursuant to the fully-executed Submitted Contract.

D. Effect of Failure to Exercise. If, within thirty (30) days following receipt of the terms of the Submitted Contract, ATS fails to exercise its Right of First Refusal in the manner required under paragraph C above, 4021 and Third Party Purchaser shall have the right to conclude the proposed sale and conveyance on the same terms and conditions as set forth in the Submitted Contract. ATS's failure to exercise its Right of First Refusal in the manner aforesaid, or such ATS's written disclaimer of such right, shall be deemed a waiver and cancellation of such Right of First Refusal if the proposed sale and conveyance to the Third Party Purchaser is consummated pursuant to the Submitted Contract. Upon request, ATS agrees to provide written documentation to the Third Party Purchaser that it has waived its right to purchase as provided herein.

E. Reinstatement of Rights. Notwithstanding paragraph D above, the following terms and provisions shall control:

(i) No Purchasing Owners and No Sale. In the case where ATS does not exercise its Right of First Refusal, if the proposed sale and conveyance to the Third Party Purchaser is not consummated within the terms of the Submitted Contract (with the timing adjusted for any delays caused by the Right of First Refusal) following the date that ATS elects or is deemed to have elected not to exercise its rights to purchase the applicable portion of the Unit 2 pursuant to the Submitted Contract, then, prior to transferring the applicable portion of the Unit 2 to any Third Party Purchaser, 4021 shall again provide ATS with the right of first refusal to purchase Unit 2 in accordance with the procedures set forth above.

(ii) Material Modification to Contract. In the event 4021 enters into a binding contract for purchase and sale of Unit 2 with a Third Party Purchaser, and the terms of the said contract is modified from those terms provided previously to ATS in the Submitted Contract, then 4021 shall deliver written notice to ATS of the terms of the revised contract (the "New Offer"), and ATS shall again have the Right of First Refusal for Unit 2 on the exact same terms and conditions contained in the New Offer, in accordance with the procedures set forth above.

F. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery to the appropriate party at its address stated below, or by fax or email:

ATS: Attention: George Cannon
ATS Nashville Investments, LLC
12955 Ford Drive
Fishers, Indiana 46038
Email address: georgexcannon@yahoo.com

4021: Attention: Josh Vicini
529 Dynamic Drive
Garner, NC 27529
Email address:josh@21stcenturydist.com

Either party may change its information for notices by notice to the other party as provided above.

G. Attorney Fees. Should any party to this Agreement bring an action against the other party to enforce any claim hereunder then the prevailing party shall be entitled to recover all costs of said action and reasonable attorney fees. The term prevailing party as used in this paragraph shall be defined as the party or parties to whose favor a court shall rule for or against whom no relief is granted.

H. Binding Effect. The provisions of this instrument shall bind and benefit ATS and 4021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

4021:

4021 TRAVIS DRIVE LLC

By: Oahu LLC, a North Carolina limited liability company, Manager

By:_____(SEAL)
Joshua T. Vicini, Manager

By: Nashville Property LLC, a North Carolina limited liability company, Manager

By:_____(SEAL)
Donald C. Vicini II, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this 15 day of **December, 2023**, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, **Joshua T. Vicini**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Notary Public Jessica L Elliott
My commission expires: 11/11/25

JESSICA L ELLIOTT NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this 15 day of **December, 2023**, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, **Donald C. Vicini II**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Notary Public Jessica L Elliott
My commission expires: 11/11/25

JESSICA L ELLIOTT NOTARY PUBLIC WAKE COUNTY, NC

[4021 Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

ATS:

ATS Nashville Investments, LLC,
an Indiana Limited Liability Company

By: ATS Real Estate Investments, LLC
an Indiana Limited Liability Company,
Its Sole Member

By: _____
Scott A. Brame, CEO

STATE OF INDIANA
COUNTY OF HAMILTON

On this 18th day of **December, 2023**, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, **Scott A. Brame**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **CEO** of **ATS Real Estate Investments, LLC**, the sole member of **ATS NASHVILLE INVESTMENTS, LLC**, the within named bargainor, a limited liability company and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

WITNESS my hand and Notarial Seal.

Vicki Lynn Moore
Notary Public
My commission expires:

Vicki Lynn Moore
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0741410
My Commission Expires 5/24/2030

[ATS Signature Page]

Exhibit A
Legal Description Unit 2

Unit 2, 4023 Travis Drive Commercial Condominiums, as created by Master Deed recorded at Instrument No. 20230627-0048870 in the Register's Office of Davidson County, Tennessee, together with an undivided interest in the common areas.

Being a portion of the same property conveyed to ATS Nashville Investments, LLC, an Indiana Limited Liability Company by Warranty deed from Advanced Turf Solutions, Inc., an Indiana Corporation of record in Instrument No. 20190530-0051309 Register's Office for Davidson County, Tennessee, dated May 14, 2019 and recorded on May 30, 2019.

Being the same property conveyed to 4021 Travis Drive, LLC, a North Carolina limited liability company by Special Warranty Deed dated December 15, 2023, of record in Instrument No. 202312210098534, recorded on December _____, 2023, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, J. BRANDON MILLER do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on **December 18, 2023** (date of document).

Affiant Signature

December 21, 2023

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 21st day of December, 2023.

CAITLIN MCKEIGHEN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES JULY 7, 2025

Notary's Signature

MY COMMISSION EXPIRES: 7-7-25