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RIGHT OF FIRST REFUSAL.

THIS RIGHT OF FIRST REFUSAL AGREEMENT, dated November 12, 1998, by and between Riverwalk Partners, L.L.C., a North Carolina Limited Liability Company and J.W. Brooks Building Unit Owners Association, Inc., a North Carolina Nonprofit Corporation (hereinafter collectively referred to as "Grantor") and Round Peak Financial, L.L.C, a North Carolina Limited Liability Company ("Grantee").

"RECITALS"

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- 1. Pursuant to the terms of Paragraph 8 of that Purchase Agreement and Contract for Unit 1 of J.W. Brooks Building Condominium dated August 1, 1997 between Riverwalk Partners, L.L.C., as "Seller" and Don O. Tickle and/or assigns as "Buyer" for Unit 1 of J.W. Brooks Building Condominium (hereinafter referred to as the "Contract", the Grantee as the assignee of Don O. Tickle was granted a Right of First Refusal to lease that deck area adjacent to Unit 1 of the J.W. Brooks Building Condominium, as more particularly described in Exhibit A and hereinafter referred to as the "Property".
- 2. J.W. Brooks Building Unit Owners Association, Inc joins in this Agreement for the sole purpose of acknowledging its consent to any such Lease that may hereafter be exercised for the property
- 3. In accord with the terms of the contract, Riverwalk Partners, L.L.C., desires to grant to Round Peak Financial, L.L.C, during the term of the natural life of Don O. Tickle a right of first refusal to lease that property more particularly described in Exhibit A on the terms and conditions set forth below

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) is hand paid by the Grantee to the Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

- 1. If at any time after the date of this Agreement, the Grantor desires to lease the Property or shall receive from a third party a bona fide offer to lease the Property which the Grantor desires to accept, the Grantor, before making or accepting the offer, as the case may be, shall send the Grantee two written copies of any said Proposal, embodying the terms of the offer, both copies of which have been duly executed by the Grantor, together with a written notification from the Grantor of Grantor's intention to make or accept the offer embodied in the lease, as the case may be, if the Grantee does not exercise its right of first refusal to lease the Property. The Grantee shall have the right, within thirty (30) days of the receipt of the lease agreement and the written notice, to lease the Property on the terms and conditions set forth in the contract. In the event the Grantee elects to accept the offer embodied in the lease agreement, the Grantee must do so by executing one copy of the lease agreement and returning it to the Grantor within the thirty (30) day period
- 2. If the Buyer does not accept the offer embodied in the lease within the thirty (30) days period provided in paragraph 1 hereof, then the offer embodied in the lease agreement shall be deemed withdrawn and the Grantor shall be free for a period of six (6) months from the expiration of the thirty (30) day period to lease the Property to third parties on terms not less favorable to the Grantor than those set forth in the lease agreement free and clear of this Right of First Refusal. In the event the Property or such part thereof is not leased to a third party within the six (6) month period, then any further offer to lease the Property must first be submitted to the Grantee in accordance with the provisions of paragraph 1.
- 3. In the event the Grantor shall, during the aforesaid six (6) month period (or during a subsequent six (6) month period as in this paragraph 3 provided), decide to revise the terms of its offer so that the Property shall be offered for lease upon terms less favorable to the Grantor than those contained in any lease agreement previously submitted to the Grantee, or shall receive from a third party a bona fide offer to lease the Property on less favorable terms, which offer the Grantor is willing to accept (such less favorable terms being hereinafter referred to as the "New Offer"), then the Grantor shall, with respect to each such New Offer, before offering the Property or such part thereof for lease to others on the terms embodied in the New Offer, or accepting the

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New Offer, as the case may be, offer to lease the Property or such part thereof to the Grantee on the terms contained in the current New Offer. The terms of the New Offer shall be embodied in a new lease agreement for the lease of the Property, which shall be submitted to the Grantee in accordance with the requirements of paragraph 1 above. If the Grantee shall not accept the New Offer within thirty (30) days after the receipt of the new lease agreement and the written notice referred to in paragraph 1 above, then the Grantor shall be free for a period of six (6) months from the expiration of the thirty (30) day period to lease the Property to third parties on terms not less favorable to the Grantor than those contained in the New Offer free and clear of this Right of First Refusal. Provided, however, that in the event the Property is not leased to a third party within the six (6) months period, then any further offers with respect to the Property must be submitted to the Grantee in accordance with the provisions of paragraph 1.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

5. All notices pursuant to this Agreement shall be deemed given when personally delivered to the party to whom it is directed or in lieu of personal delivery on the second business day after the same is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, addressed as follows: if to Grantor: P. O. Box 2226, Wilmington, NC 28402; if to Grantee: P. O. Box 1318, Wilmington, NC 28402.

6. Anything in this Agreement to the contrary notwithstanding, this Agreement and the right and obligations contained herein shall automatically expire upon transfer of title to Unit 1 of J.W. Brooks Building Condominium, by Round Peak Financial, LLC.

7. This Agreement shall be governed by North Carolina law without regard to principles of conflict of laws.

IN WITNESS WHEREOF the parties have executed this Agreement and affixed their seals as of the date and year first below acknowledged

GRANTOR

Riverwalk Partners, L.L.C. [Seal]

By: Eugene R. Strader, Jr. [Seal]
Eugene R. Strader, Jr., Manager

J. W. Brooks Building Unit Owners Association, Inc.

By: Eugene R. Strader, Jr.
President

Attest:
M. Powell
Asst. Secretary

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RECORDED & VERIFIED
MARY SUE GOTS
REGISTER OF DEEDS
HARRISBORO, NC



[Corporate Seal]