

2015 072838

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 28 PM 12:36

MICHAEL B. BROWN
RECORDER

Prior Deed References: recorded March 27, 2008 as Instrument No. 2008-021756; recorded March 27, 2008 as Instrument No. 2008-021757; recorded February 27, 2009 as Instrument No. 2009-012585 in the Lake County, Indiana Recorder's Office.

**MEMORANDUM OF RIGHT OF
FIRST REFUSAL AND RESTRICTIVE COVENANT**

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL AND RESTRICTIVE COVENANT (this "Memorandum") is effective as of this 23rd day of April, 2015, by and between **Arogas, Inc.** a Missouri corporation ("Arogas"), and **One-Stop Recycler Inc. d/b/a I-94 Auto Recycler**, an Illinois corporation ("Owner").

WHEREAS, Arogas and Owner executed a Right of First Refusal and Restrictive Covenant on April 23, 2015 (the "Agreement") for real property located at 2994 Burr Street, Gary, IN, Indiana; and

WHEREAS, the parties hereto desire to set forth this Memorandum for the purposes of recording the same with the Recorder of Lake County, Indiana.

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

1. **Description of Real Estate.** Arogas and Owner have entered into the Agreement whereby Owner granted to Arogas and Arogas obtained from Owner a Right of First Refusal (as hereinafter defined) for and Restrictive Covenant (as hereinafter defined) on the real property and improvements commonly known as 2994 Burr Street, Gary, IN, Indiana and more particularly described in the attached Exhibit A (the "Real Estate").

2. **Complete Agreement.** The complete Agreement is in the possession of both Arogas and Owner. It is understood by the parties that this Memorandum shall be recorded in the Recorder's Office in Lake County, Indiana. The Agreement is binding upon and inures to the benefit of Arogas and Owner and their respective legal representatives, administrators, successors and assigns, including any subsequent fee owner of the Real Estate.

3. **Term.** The term of the Agreement is for a period of five (5) years commencing on April 23, 2015 ("Term").

4. **Right of First Refusal.** Owner grants to Arogas the right of first refusal (the "Right of First Refusal") to purchase the Real Estate in which Owner or any affiliate of Owner holds an interest on the same terms and conditions as the proposed assignment or transfer, except



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as may otherwise be expressly provided in the Agreement. Should Owner, or its successors, at any time during the Term enter into a bona fide agreement (a "Tendered Agreement") to transfer to a third party an interest in the Real Estate, Owner shall promptly notify Arogas of the intended transfer in writing, together with a (i) complete and accurate copy of signed Tendered Agreement, (ii) the total purchase price, including a breakdown of the amount for real property, equipment and goodwill, with copies of purchase and sale agreements and leases associated with the real property, improvements and equipment, and (iii) the name and address of the third party and all information in Seller's possession about the ultimate beneficial owner of the third party. The notice will not have been given until complete legible copies of the information described in items (i), (ii) and (iii) above is received by Arogas. Arogas will have the right to acquire the Real Estate, instead of the third party.

5. **Restrictive Covenant.** Owner covenants and agrees that no part of the Real Estate shall be used by Owner or any other party during the Term for a service station, gasoline station or truck stop, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel and/or any fuel used for internal combustion engines, other petroleum or petroleum-related products or LNG or CNG (the "Restrictive Covenant"). Notwithstanding the foregoing, the Real Estate may be used for the general repair of automobiles and trucks and Owner or its tenants may sell small quantities bottled or stored in tanks of oil for automobiles or trucks or antifreeze. The covenant and use restrictions bind and restrict the Real Estate as covenants and restrictions running with the land and each portion thereof. The Restrictive Covenant will remain in full force and effect for the duration of the Term.

6. **Conflicts.** In the event any conflict exists between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

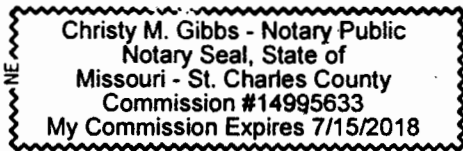
IN WITNESS WHEREOF, Arogas and Owner have caused their respective duly authorized representatives to execute this Memorandum of Right of First Refusal and Restrictive Covenant.

AROGAS:

AROGAS, INC.

By: *T. Pat Manning*
T. Pat Manning, President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. CHARLES)



Before me, a Notary Public in and for said County and State, personally appeared T. Pat Manning, President of Arogas, Inc., who acknowledged signing the foregoing Right of First Refusal to Purchase Real Estate as his free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and Seal this 11 day of May, 2015.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

My Commission Expires:

7/15/2018

Christy M. Gibbs
Notary Public

My County of Residence:

St. Charles

Christy M. Gibbs
Printed Name



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Alexandra S. Sylvia

This instrument was prepared by (and return recorded instrument to): Alexandra S. Sylvia, Plews & Shadley Racher & Braun, LLP, 1346 N. Delaware St., Indianapolis, IN 46220, Tel # 317-637-0700.

EXHIBIT A

PARCEL 1

That part of the East Half of the Northwest Quarter of Section 24, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the intersection of the North line of the Northwest Quarter of said Section 24, and the West line of the East 20 acres of Government Lot 3, in said Section 24; thence East, along the North line of said Northwest Quarter, 99 feet; thence South parallel to the East line of said Northwest Quarter, 1320 feet; thence West parallel to the North line of said Northwest Quarter, 99 feet; thence North parallel to the East line of said Northwest Quarter, 1320 feet to the point of beginning.

PARCEL 2

Lots 1 to 7, both inclusive, in Block 3, in BLACK OAK GARDENS SUBDIVISION, as per plat thereof, recorded in Plat Book 21 page 14, in the Office of the Recorder of Lake County, Indiana.

PARCEL "1A"

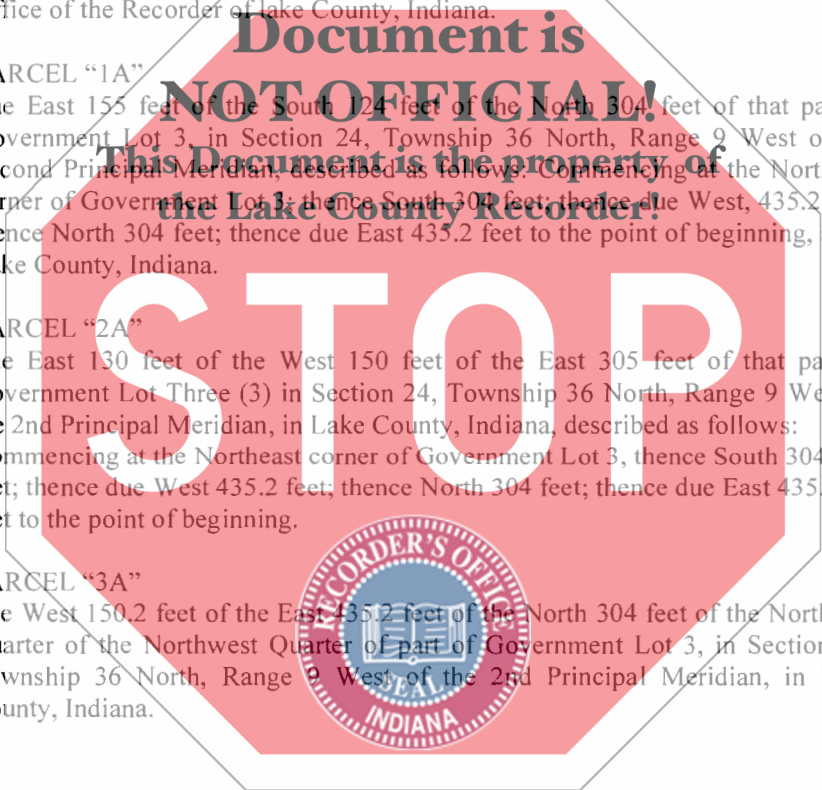
The East 155 feet of the South 124 feet of the North 304 feet of that part of Government Lot 3, in Section 24, Township 36 North, Range 9 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of Government Lot 3; thence South 304 feet; thence due West, 435.2 feet; thence North 304 feet; thence due East 435.2 feet to the point of beginning, all in Lake County, Indiana.

PARCEL "2A"

The East 130 feet of the West 150 feet of the East 305 feet of that part of Government Lot Three (3) in Section 24, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of Government Lot 3, thence South 304 feet; thence due West 435.2 feet; thence North 304 feet; thence due East 435.2 feet to the point of beginning.

PARCEL "3A"

The West 150.2 feet of the East 435.2 feet of the North 304 feet of the Northeast Quarter of the Northwest Quarter of part of Government Lot 3, in Section 24, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.



PARCEL "4A"

Part of Government Lot 3 in the Fractional East 1/2 of the Northwest 1/4 in Section 24, Township 36 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana, described as follows: Commencing at a point 304 feet South of the Northeast corner of said Government Lot 3; thence South 304 feet; thence West 435.2 feet; thence North 304 feet; thence East 435.2 feet to the point of beginning.

