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MEMORANDUM OF RIGHT OF FIRST REFUSAL MICHAEL B. BROWN
RECORDER

This **MEMORANDUM OF RIGHT OF FIRST REFUSAL** is made by and between **NWI MEDICAL REALTY, LLC**, an Indiana limited liability company ("NWI MEDICAL") and **COMMUNITY FOUNDATION OF NORTHWEST INDIANA, INC.**, an Indiana not-for-profit corporation, ("COMMUNITY").

A. **NWI MEDICAL** is the owner of a certain real estate located in the Town of Munster, Lake County, Indiana at the southwest corner of Harold P. Hagburg Drive and Calumet Avenue and legally described as:

Legal Description: Part of the South 3238.46 feet of that part of Section 36, Township 36 North, Range 10 West of the Second Principal Meridian, lying North of the South 80 acres of said Section 36, and lying East of the Easterly right of way line of Calumet Avenue, more particularly described as follows: Commencing at the Southeast corner of Lot 3, Harris Addition to the Town of Munster, Lake County, Indiana as shown in Plat Book 97, page 94 in the Office of the Recorder of Lake County, Indiana; thence along the West right of way line of Calumet Avenue (100 feet wide) on an Azimuth 181 degrees 51 minutes 17 seconds, a distance of 60.00 feet to the point of beginning; thence continuing along the West right of way line of said Calumet Avenue, on an Azimuth 181 degrees 51 minutes 17 seconds, a distance of 424.34 feet; thence on an Azimuth 271 degrees 51 minutes 17 seconds, a distance of 205.31 feet; thence on an Azimuth 1 degrees 51 minutes 17 seconds, a distance of 424.34 feet to the South right of way line of Harold P. Hagburg Drive (60 feet wide); thence along the South right of way line of said Harold P. Hagburg Drive on an Azimuth 91 degrees 51 minutes 17 seconds, a distance of 205.31 feet to the point of beginning, all in the Town of Munster, Lake County, Indiana.

("Real Estate").

B. Effective October 5, 2015 **NWI MEDICAL** as Purchaser and **COMMUNITY** as Seller, for good and valuable consideration, entered into that certain Purchase and Sale Agreement through which **NWI MEDICAL** purchased and **COMMUNITY** sold the Real Estate ("Agreement"), all in accordance with and under the provisions contained in the Agreement, which unrecorded Agreement is incorporated in this Memorandum by reference.

C. Within the Agreement, **NWI MEDICAL** granted to **COMMUNITY** a right of first refusal to purchase the Real Estate as follows:

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1. NWI MEDICAL shall deliver to COMMUNITY written notice of any bona fide offer which NWI MEDICAL intends to accept or has accepted for the sale of all or a part of the Real Estate within three (3) business days of receipt.
2. Within thirty (30) days after receipt of such written notice, COMMUNITY may give written notice to NWI MEDICAL that COMMUNITY wishes to purchase the Real Estate which is described in NWI MEDICAL'S notice, in which case NWI MEDICAL shall be obligated to sell said Real Estate to COMMUNITY, and COMMUNITY shall be obligated to purchase upon the same terms and conditions of the offer which NWI MEDICAL intended to accept or accepted, provided the same reflects the fair market value of the Real Estate.
3. The failure of COMMUNITY to deliver NWI MEDICAL timely notice of its election to purchase the Real Estate described in NWI MEDICAL'S notice shall be deemed an election on COMMUNITY'S part not to exercise its first right of refusal, but not as to any materially different or subsequent offers.

D. By this Memorandum, the parties intend to provide notice to the world regarding the existence of said first right of refusal. This Memorandum is not a complete summary of the first right of refusal. In the event of a conflict between the Memorandum and the unrecorded Agreement, the unrecorded Agreement shall control.

IN WITNESS WHEREOF, NWI MEDICAL and COMMUNITY have executed this Memorandum effective as of the 30th day of December, 2015.

<Signature pages to follow>>



COMMUNITY FOUNDATION OF NORTHWEST INDIANA, INC.

By: Donald P. Fesko
Donald. P. Fesko

Its: Chief Operating Officer

STATE OF INDIANA
COUNTY OF LAKE

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Before me, the undersigned Notary Public in and for said County and State, personally appeared Donald P. Fesko as the Chief Operating Officer of Community Foundation of Northwest Indiana, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 23rd day of December, 2015.

Signature: Kathleen J. Gajewski
Notary Public

Printed: KATHLEEN J. GAJEWSKI

My commission expires: 8/16/19
Resident of Lake County



NWI MEDICAL REALTY, LLC

By: [Signature]

Printed Name: Steven Mitchell, Manager

Its: Member

STATE OF INDIANA)

COUNTY OF LAKE)

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Before me, the undersigned Notary Public in and for said County and State, personally appeared Steven Mitchell as the duly authorized Member of NWI MEDICAL REALTY, LLC, who acknowledged the execution of the foregoing on behalf of the company for the uses and purposes therein set forth.

WITNESS my hand and seal this 30 day of December 2015.

Signature: [Signature]
Notary Public

Printed: Deanna L Griggs

My commission expires: 2-20-21
Resident of Lake County



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.

[Signature]

Return to: Cheryl A. Zic, CRIST, SEARS & ZIC, LLP, 9245 Calumet Avenue, Suite 200, Munster, Indiana 46321

This instrument prepared by Cheryl A. Zic, Esq., CRIST, SEARS & ZIC, LLP, 9245 Calumet Avenue, Suite 200, Munster, Indiana 46321