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RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

WITNESSETH this Agreement entered into this 30 day of January, 2017, by and between AMERICAN COMMUNITY BANK OF INDIANA (the "Grantor") and L.R.D.M. VENTURES, LLC (the "Grantee").

WHEREAS, Grantor is the owner of the following described real estate:

Lot 2 in Calumet Financial Plaza Commercial Subdivision, as per plat thereof, recorded in Plat Book 97 page 63, in the Office of the Recorder of Lake County, Indiana.

Excepting therefrom those parts of the land deeded to the State of Indiana by Warranty Deed recorded October 21, 2010 as Document Number 2010 061449 and described as follows:

A part of Lot 2 in Calumet Financial Plaza Commercial Subdivision to the City of Crown Point, Indiana, the plat of which is recorded in Plat Book 97, page 63 in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows:

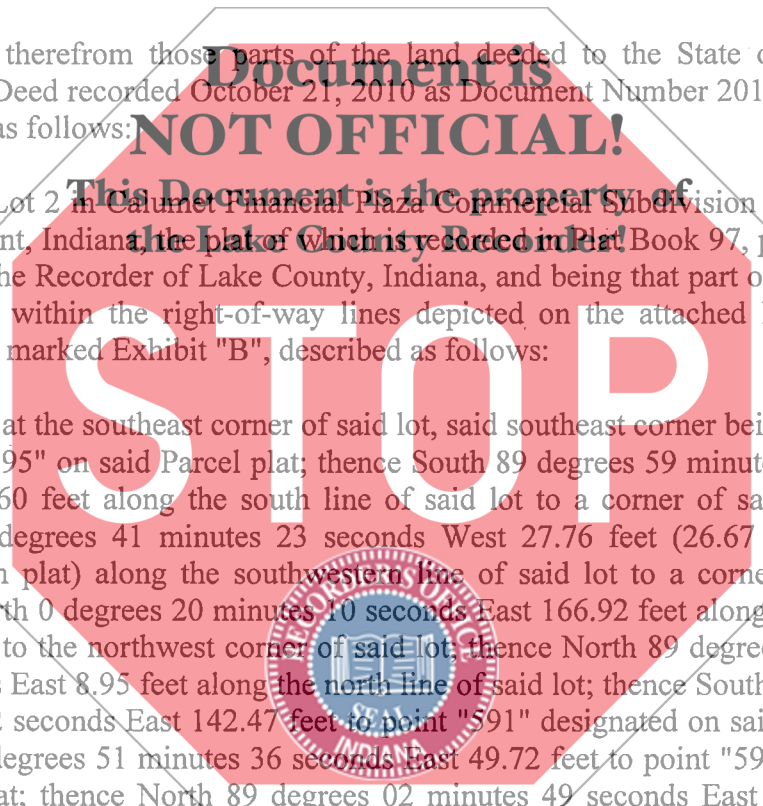
Beginning at the southeast corner of said lot, said southeast corner being designated as point "595" on said Parcel plat; thence South 89 degrees 59 minutes 02 seconds West 341.60 feet along the south line of said lot to a corner of said lot; thence North 33 degrees 41 minutes 23 seconds West 27.76 feet (26.67 feet per said subdivision plat) along the southwestern line of said lot to a corner of said lot; thence North 0 degrees 20 minutes 10 seconds East 166.92 feet along the west line of said lot to the northwest corner of said lot; thence North 89 degrees 59 minutes 02 seconds East 8.95 feet along the north line of said lot; thence South 0 degrees 31 minutes 32 seconds East 142.47 feet to point "591" designated on said plat; thence South 50 degrees 51 minutes 36 seconds East 49.72 feet to point "592" designated on said plat; thence North 89 degrees 02 minutes 49 seconds East 65.44 feet to point "594" designated on said plat; thence easterly 115.51 feet along an arc to the right and having a radius of 6,050.00 feet and subtended by a long chord having a bearing of North 89 degrees 35 minutes 38 seconds East and a length of 115.51 feet to point "593" designated on said parcel plat; thence South 81 degrees 53 minutes 49 seconds East 127.53 feet to the point of beginning and containing 0.168 acres, more or less.

Commonly known as 11275 Broadway, Crown Point IN 46307

(herein the "Grantor's Real Estate); and

CHICAGO TITLE INSURANCE COMPANY
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor a right of first refusal to purchase the Real Estate upon the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Grantor acknowledges that the Grantee currently owns other property situated immediately adjacent the property which is the subject of this Agreement, and, therefore, Grantee wishes to maintain a modicum of control over the subject property regardless of whether Grantee owns property adjacent to the property subject to this Agreement. In the event that the Grantor receives a bona fide offer to purchase the property, at any time in the future, the Grantor must offer the property to the Grantee, at the same price, free of all liens, restrictive covenants, and encumbrances, and under the same terms as the bona fide offer, and the Grantee shall have exactly thirty (30) days after being informed, in writing pursuant to the Notice provisions herein, to decide whether to purchase the property, or to permit the property be sold to the person or entity making the bona fide offer. Notwithstanding the above, this Right of First Refusal shall not be triggered in the event Grantor transfers the stock of Grantor or changes its corporate name.

2. **NOTICE REQUIREMENTS.** Except as otherwise specifically provided herein, the notices required by the foregoing shall be delivered by the deposit of same in the United States mail, certified mail return receipt requested, postage prepaid, or by receipt accountable courier, at the following addresses:

If to Grantor: AMERICAN COMMUNITY BANK OF INDIANA
Attn: Michael Mellon, President
8230 Hohman Avenue
Munster, IN 46321

with a copy to: John P. Reed, Esq.
ABRAHAMSON, REED & BILSE
200 Russell Street, 5th Floor
Hammond IN 46320

If to Grantee: L.R.D.M. VENTURES, LLC
Attn: James J. Adams
11870 Clark Court
Crown Point IN 46307

with a copy to: David W. Westland, Esq.
WESTLAND & BENNETT P.C.
141 W. Lincoln Hwy, Second Floor
Scherville, IN 46375

3. **GOVERNING LAW.** This Agreement shall be governed and enforced in accordance with the laws of the State of Indiana.

4. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

5. **ASSIGNMENT.** This Agreement may not be assigned by Grantee without the prior written consent and approval of Grantor, which consent and approval may be withheld for any or no reason.

6. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and provisions of the agreement and understanding between the parties with respect to the subject matter hereof, and cannot be modified or amended unless done in writing signed by both parties.

Executed on the date and year first above written.

GRANTOR:

Document is NOT OFFICIAL!
AMERICAN COMMUNITY BANK OF INDIANA
This Document is the property of the Lake County Recorder!

By: [Signature]
Michael Mellon, President

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

BEFORE ME, the undersigned, a Notary Public, personally appeared Michael Mellon, President of American Community Bank of Indiana, and acknowledged execution of the foregoing instrument on behalf of American Community Bank of Indiana this 12 day of January, 2017.

JACALYN L SMITH
Seal
Notary Public - State of Indiana
Lake County
My Commission Expires Jan 10, 2024

[Signature]
Printed

My Commission Expires: _____

My County of Residence is: _____

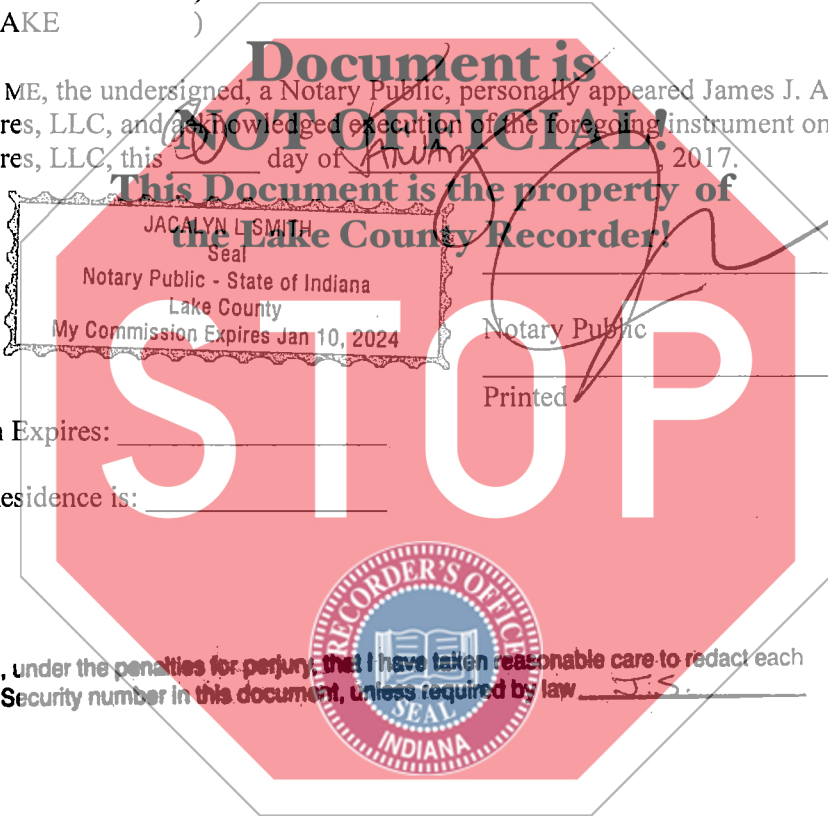
GRANTEE:

L.R.D.M. VENTURES, LLC

By: James J. Adams, Member
James J. Adams, Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, personally appeared James J. Adams, Member of L.R.D.M. Ventures, LLC, and acknowledged execution of the foregoing instrument on behalf of L.R.D.M. Ventures, LLC, this 10 day of August, 2017.



My Commission Expires: _____

My County of Residence is: _____

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 J.S.

This instrument prepared by:

David W. Westland, #18943-64, Westland & Bennett P.C.
141 West Lincoln Highway, Second Floor, Schererville, IN 46375
Phone: 219.440.7550