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MICHAEL B. BROWN  
RECORDER

**RIGHT OF FIRST REFUSAL AGREEMENT**

This Right of First Refusal Agreement (this "Agreement") is made and entered into as of the 1 day of May 2019 (the "Execution Date"), by and between RDM I LLC, an Indiana limited liability company ("Seller") and Orchid Properties, Inc., an Illinois corporation ("Purchaser").

WITNESSETH:  
**Document is**

WHEREAS, pursuant to the Purchase and Sale Agreement dated March 12 (the "Purchase Agreement"), Seller has sold to Purchaser certain real estate described therein; and

WHEREAS, pursuant to the Purchase Agreement, Seller granted Purchaser a right of first refusal with respect to the real property located at 1140 Arrowhead Court, Crown Point Indiana 46307 and as legally described on Exhibit A attached hereto (the "First Refusal Premises"), and the parties desire to memorialize such right as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller hereby grants Purchaser the option (the "ROFR Option") to purchase the First Refusal Premises, or any portion thereof, during the First Refusal Period (as hereinafter defined), upon the terms and conditions hereinafter set forth.
2. During the First Refusal Period, if Seller reaches substantial agreement on the material business terms of a sale with a prospective Purchaser (the "Prospective Purchaser") to purchase all or any portion of the First Refusal Premises, then Seller shall notify Purchaser in writing (a "Seller's Notice") setting forth (i) the identification of the property, (ii) the purchase price, (iii) the earnest money, (iv) the inspection terms, (v) the closing date and (vi) all other economic terms upon which Seller is prepared to sell the First Refusal Premises to the Prospective Purchaser.
3. Purchaser's right to exercise the ROFR Option and purchase the First Refusal Premises, or any portion thereof, described in a Seller's Notice upon the terms and conditions set forth therein shall be exercisable by written notice from Purchaser to Seller given not less than ten (10) business days after the receipt by Purchaser of Seller's Notice, time being of the essence. If Purchaser exercises the ROFR Option, the First Refusal Premises shall be sold in the condition contemplated by the applicable Seller's Notice. If Purchaser fails to notify Seller in writing that it elects to exercise the ROFR Option within the period required herein, Purchaser's rights to exercise the ROFR Option as set forth in the applicable Seller's Notice shall terminate, and Seller shall have no further obligation under this Section with respect to the ROFR Option for such Seller's Notice; except that if Seller, within three (3) months after the date of Seller's Notice, does not (i) enter into a definitive purchase

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and sale agreement with respect to the First Refusal Premises under terms which are materially the same as those set forth in the applicable Seller's Notice, and (ii) sell the First Refusal Premises pursuant to such purchase and sale agreement within six (6) months after the date of Seller's Notice, then Purchaser's rights under this Section to purchase such portion of the First Refusal Premises shall not terminate but shall continue in full force and effect. Purchaser may not elect to purchase less than the entire area of the First Refusal Premises described in Seller's Notice.

4. In the event any portion of the First Refusal Premises is sold to Purchaser other than pursuant to an exercise of the ROFR Option, such portion of the First Refusal Premises shall thereupon be deleted from the First Refusal Premises.

5. As used herein, the term "First Refusal Period" shall mean the period commencing on the Execution Date and continuing without expiration.

6. If Purchaser has validly exercised the ROFR Option, then, within fifteen (15) business days after the request by either party, Seller and Purchaser shall enter into a purchase and sale agreement in conformity with the Purchase Agreement, modified for the terms of the sale of the right of First Refusal Premises to Prospective Purchaser pursuant to Seller's Notice and this Agreement, provided, however, if Seller and the Prospective Purchaser shall have then entered into a definitive purchase and sale agreement, Seller and Purchaser shall enter into a purchase and sale agreement in conformity with the definitive purchase and sale agreement entered into between Seller and the Prospective Purchaser, but with any time periods extended so that they include the same number of days for conditions and performance as were provided in the definitive purchase and sale agreement entered into between Seller and the Prospective Purchaser.

7. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given

(a) on the same date as the date on which such notice is delivered personally,

(b) on the same date as the date on which such notice is sent by email, provided a copy of such notice is delivered to the other party on or before the next business day via personal delivery or overnight courier services (such as FedEx or any other national courier service), or

(c) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as FedEx or any other national courier service), and

(d) in each case, addressed to the applicable party or its attorney at their addresses set forth below (or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof).

To Seller: 233 South Coflax Street  
Griffith, Indiana 46319

with a copy to: Daniel Zamudio

233 South Colfax  
Griffith, Indiana 46319

To Purchaser: 77 West Washington Street  
Suite 1100  
Chicago, Illinois 60602

with a copy to: Robert M. Wigoda  
150 North Wacker Drive  
Suite 2525  
Chicago, Illinois 60606

8. Severability. If any clause or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be disregarded as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

10. Amendments. No provision of this Agreement may be changed except by a written instrument signed by all parties hereto. No provision may be waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the waiver, discharge, or termination is sought.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit Seller and Purchaser and their respective successors and assigns.

12. Choice of Law/Venue. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Indiana. ANY CLAIMS, LEGAL PROCEEDING, OR LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT MAY ONLY BE BROUGHT IN THE CIRCUIT COURT OF LAKE COUNTY, INDIANA, AND THE PARTIES CONSENT TO THE JURISDICTION OF SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

13. Recording. At Purchaser's sole option and expense, this Agreement may be recorded in any public records. Should this Agreement be recorded and thereafter Purchaser's rights to exercise the ROFR Option irrevocably terminate in all respects, then upon a demand from Seller and within fourteen (14) days thereafter Purchaser shall record a document releasing this Agreement and Purchaser's rights hereunder.

14. Reasonable Actions. In any instance in which a party is permitted to act within its discretion, provide its approval or consent, such party shall act reasonably.

15. Prevailing Party. In the event any litigation or other proceeding with respect to this Agreement or any matters arising under or related to this Agreement, the prevailing party in such

litigation or proceeding shall be entitled to recover from the non-prevailing party all its reasonable fees, costs, and expenses (including, but not limited to, reasonable attorneys' fees and expenses) incurred in connection with such proceeding, in addition to such other relief as may be recovered.

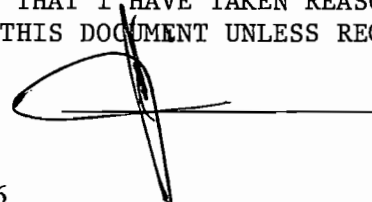
(signature page follows)



**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Wigoda & Wigoda  
150 North Wacker Drive  
Suite 2525  
Chicago, Illinois 60606

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.

 KIM SCHULTZ

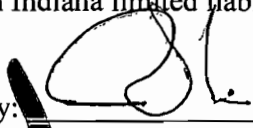
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the Execution Date.


SELLER:

PURCHASER:

RDM I LLC,  
an Indiana limited liability company

Orchid Properties, Inc.,  
an Illinois corporation

By: 

By: 

Name: Ronald D. Morris  
Title: Authorized Member

Name: Aleksandra Efimova  
Title: President

STATE OF ~~ILLINOIS~~ <sup>Indiana</sup> )  
COUNTY OF ~~COOK~~ <sup>Lake</sup> )

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Aleksandra Efimova, as President of Orchid Properties, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May 2019.

STATE OF INDIANA )  
COUNTY OF LAKE )



Notary Public  
KIMBERLY KAY SCHULTZ  
Commission Number 691420  
My Commission Expires 10/29/24  
County of Residence Jasper County

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Ronald D. Morris, as Authorized Member for RDM I LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May 2019.

KIMBERLY KAY SCHULTZ  
Commission Number 691420  
My Commission Expires 10/29/24  
County of Residence Jasper County

  
Notary Public

**EXHIBIT A**

**First Refusal Premises**

LOT 8 IN MILLENNIUM PARK, IN THE CITY OF CROWN POINT, RECORDED IN PLAT BOOK 96 PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

