



Doc#: 0801749039 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/17/2008 12:12 PM Pg: 1 of 4

**THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:**

Mitchell M. Iseberg, Esq.  
180 N. LaSalle Street, Suite 2900  
Chicago, Illinois 60601

**RIGHT OF FIRST REFUSAL AGREEMENT**

**THIS RIGHT OF FIRST REFUSAL AGREEMENT** (the "Agreement") is made as of this 11th day of January 2008, by State Oil Company ("State Oil") and 4000 West, Inc. ("4000 West").

**RECITALS:**

- A. On July 13, 2007, 4000 West purchased the premises commonly known as 4002 W. Chicago Avenue, Chicago, Illinois and legally described on Exhibit "A" attached hereto (the "Premises").
- B. State Oil and 4000 West entered into a certain twenty (20) year Supply Agreement dated July 13, 2007 (the "Supply Agreement"), wherein State Oil agreed to supply gasoline to Premises and 4000 West agreed to purchase all such delivered gasoline for the Business.
- C. The Supply Agreement contained a right of first refusal in favor of State Oil to purchase the Premises and/or the Business (the "Right of First Refusal").
- D. A Memorandum of the Right of First Refusal was recorded with the Cook County Recorder as Document No. 0720831067 on September 27, 2007.
- E. On or about January 11, 2008, the parties agreed to terminate the Supply Agreement and to terminate the Right of First Refusal upon: 1) payment to State Oil of all sums owed thereunder for gas deliveries; 2) the execution of a new Supply Agreement for the Premises to be entered into between State Oil and At the Corner, Inc., an affiliate and tenant of 4000 West (the "New Supply Agreement"); and 3) the granting by 4000 West of a right of first refusal in favor of State Oil for the Premises.
- F. 4000 West has caused all such sums to be paid to State Oil and State Oil has entered into the New Supply Agreement with At the Corner, Inc.

A  
6710114  
FREEDOM TITLE CORP.

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## AGREEMENT:

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals Incorporated. The above recitals are true and accurate and are incorporated herein as if more fully stated.

2. Right of First Refusal. In the event 4000 West, at any time prior to the expiration of the term of the New Supply Agreement, receives a bona fide offer to purchase the Premises, and either elects to accept said offer, State Oil shall have a right of first refusal to purchase the Premises on the same terms and conditions as those contained in the accepted purchase agreement. To facilitate the exercise of the State Oil's rights hereunder, the 4000 West shall provide notice to State Oil that it intends to sell the Premises and enclose therein a copy of any such executed purchase agreement within 5 days after its execution. State Oil shall have 45 days after receipt of such notice to exercise its right of first refusal. The right of first refusal shall only terminate in the event the State Oil fails to properly exercise the right and the 4000 West on the sale of the Premises in accordance with the terms of the proposed purchase agreement provided to State Oil. Notwithstanding the foregoing, the right of first refusal shall not be applicable to a sale of the Premises to a related entity in which Waseem Hashlamoun owns at least 51 % of the interests in said entity.

**IN WITNESS WHEREOF**, this Right of First Refusal has been executed and delivered as of the day and year first written above.

**4000 WEST, INC.**

By: \_\_\_\_\_

Waseem Hashlamoun

Its: President

**STATE OIL COMPANY:**

By: \_\_\_\_\_

Peter Anest

Its: President

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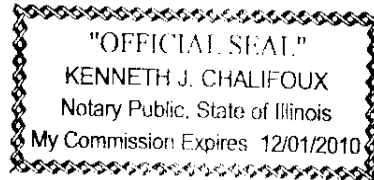
STATE OF ILLINOIS )  
 )  
COUNTY OF )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Peter Anest personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of State Oil Company, an Illinois corporation, appeared before me and acknowledged that he signed and delivered the said instrument as 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 11th day of January, 2008.

*Kenneth J. Chalifoux*  
\_\_\_\_\_  
Notary Public

My Commission Expires: *12/01/2010*



STATE OF ILLINOIS )  
 )  
COUNTY OF )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Waseem Hashlamoun personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of 4000 West, Inc., an Illinois corporation (the "Corporation"), appeared before me and acknowledged that, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the Corporation and the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of January, 2008.

*Jamie Howard*  
\_\_\_\_\_  
Notary Public  
OFFICIAL SEAL  
JAMIE F. HOWARD  
Notary Public - State of Illinois  
My Commission Expires Oct 29, 2011

My Commission Expires:

# UNOFFICIAL COPY

## **EXHIBIT A** **LEGAL DESCRIPTION**

LOTS 19, 20, 21, 22, AND 23 IN BLOCK 1 IN ELLSWORTH T. MARTIN'S SUBDIVISION OF BLOCKS 1 AND 2 OF RESUBDIVISION OF BLOCKS 5 AND 6 IN THE FOSTER SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-03-431-035-0000

Common Address: 4002 West Chicago Avenue  
Chicago, Illinois 60651

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