



Doc#: 1202416094 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/24/2012 03:56 PM Pg: 1 of 4

8861559

This Instrument Prepared By
and Should Be Returned After Recording To:
Thomas A. Vogtner
Baker & Daniels LLP
300 North Meridian Street; Suite 2700
Indianapolis, Indiana 46204

RIGHT OF FIRST REFUSAL AGREEMENT (PREMISES)

(6770)

This Right of First Refusal Agreement (Premises) (the "Agreement") made this 18 day of January, 2012 between HY Properties LLC, with a business address of c/o Lakha Management Inc., 8060 N. Lawndale Avenue, Skokie, Illinois 60076 Attn: Mahmood Lakha (the "Dealer") and RDK Ventures LLC, with a business address of P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, Indiana 47201 (the "Marketer").

WITNESSETH:

WHEREAS, Dealer owns the premises located at 2758 N. Cicero, Chicago, Illinois and described on the attached Exhibit A (the "Premises"); and

WHEREAS, Dealer and Marketer are parties to a motor fuel supply agreement (the "Supply Agreement") under which Marketer agrees to deliver and sell to Dealer, and Dealer agrees to purchase from and pay Marketer for, motor fuel products for resale at the Premises pursuant to the terms of said Supply Agreement; and

WHEREAS, Dealer desires to grant to Marketer, and Marketer desires to have, a right of first refusal with respect to the sale or lease of the Premises.

NOW THEREFORE, for the sum of ten dollars and for other good and valuable consideration, the receipt and sufficiency of which Dealer and Marketer hereby acknowledge, the parties agree as follows:

1. In the event that, at any time during the term of the Supply Agreement and any renewal period thereof, Dealer receives a bona fide offer (the "Offer") to buy or lease all or any part of Dealer's interest in the Premises, with no material terms yet to be negotiated, which Offer Dealer desires to accept, Dealer shall immediately notify Marketer in writing (the "Notice") of all of the terms and provisions of said Offer and provide Marketer a copy thereof contemporaneously with the Notice.

2. Marketer shall have the prior exclusive option to buy or lease the Premises at the same price or rent, as the case may be, and on the same terms and conditions as contained in such Offer. Marketer shall have thirty (30) days from the receipt of the Notice to notify Dealer in writing if it elects to exercise its rights hereunder.

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3. If Marketer fails to notify Dealer within the foregoing thirty (30) day period, Marketer shall be deemed to have elected not to exercise said option. If Dealer does not thereafter sell or lease its interest in the Premises to the third party making such Offer at the price and upon the terms and conditions set forth in the Notice, Marketer's rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another party, to purchase or lease the Premises.

4. If Marketer elects to exercise said option, Dealer shall execute a purchase agreement or lease, or similar agreement appropriate to the transaction, for the Premises within thirty (30) days thereafter, and the transaction shall be closed as soon as reasonably practicable.

5. Marketer's "first refusal" option under this Agreement shall run with the land and continue in force so long as Marketer maintains a motor fuel supply relationship with Dealer under the Supply Agreement or other, similar agreement. Marketer shall have the right to assign its rights under this Agreement to a third party.

6. Marketer shall have the right to record this Agreement with the appropriate registrar of deeds and other real estate documents in the applicable jurisdiction. Marketer shall bear such costs as may be required for recording this Agreement.

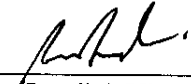
7. Notwithstanding anything stated to the contrary herein, Marketer's decision not to elect to exercise its rights hereunder with respect to a proposed sale or lease of the Premises shall not be deemed, understood, or otherwise interpreted to be a consent by Marketer to Dealer's assignment of its rights and obligations under the Supply Agreement, where such consent is required, and Dealer shall obtain Marketer's consent prior to proceeding with said assignment pursuant to the terms and conditions of the Supply Agreement.


8. This Agreement may be executed in counterparts which, taken together, shall constitute one instrument.

MARKETER:

RDK VENTURES LLC


By: Mac's Convenience Stores LLC, its Manager


By: 
Bruce Landini, Vice President Operations,
Midwest Region

Witness: 

DEALER:

HY PROPERTIES LLC

By: 
Mahmood Lakha, Management Member

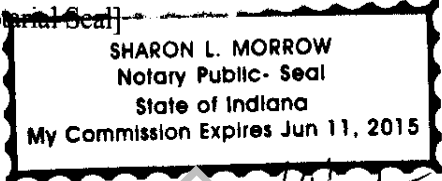
Witness: 

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STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

The foregoing Right of First Refusal Agreement (Premises) was acknowledged before me, the undersigned Notary Public, this 12 day of January, 2012, by Bruce Landini, Vice President Operations, Midwest Region of Mac's Convenience Stores LLC, a Delaware limited liability company, the manager of RDK Ventures LLC.

[Notarial Seal]



Sharon L. Morrow
Notary Public

Name Printed: Sharon L. Morrow

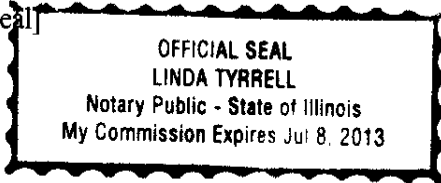
My Commission Expires: 6/11/15

I am a resident of Bartolomeo County, Indiana.

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

The foregoing Right of First Refusal Agreement (Premises) was acknowledged before me, the undersigned Notary Public, this 18 day of January, 2012, by Mahmood Lahka, Management Member, of HY Properties LLC, an Illinois limited liability company.

[Notarial Seal]



Linda Tyrrell
Notary Public

Name Printed: LINDA TYRRELL

My Commission Expires: 7/8/13

I am a resident of Cook County, Illinois.

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Exhibit A

Legal Description

CC#136933

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 IN EDWARD F KENNEDY'S RESUBDIVISION OF PAUL STENSLAND'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel ID No. 13 28-403-042

Address: 2758 North Cicero, Chicago, IL 60639-1758

136933-6770

Property of Cook County Clerk's Office