

## **RIGHT OF FIRST REFUSAL**

This Right of First Refusal Agreement (“Agreement” herein) is made and entered into this 3<sup>rd</sup> Day of June 2019 by and between Maple Leaf Crossing, LLC, (“Grantor” herein) and the Town of Munster (“Grantee” herein).

The Parties have entered into a Development Agreement and Real Estate Purchase Agreement under which Grantor purchased from Grantee certain real estate referred to as the Project Site. Grantor grants to Grantee as additional consideration for entering into those agreements the right of first refusal contained herein.

It is the intent of the Parties that Grantor will redevelop the Project Site along the terms and conditions contemplated in the Development Agreement. To that end, the parties intend that Grantor will enter into various transactions and agreements with entities who will locate their respective businesses upon the Project Site. The Parties acknowledge and agree that this may include renting and/or selling portions of the Project Site to certain end-users or their affiliated entities who intend to occupy the Project Site (collectively “Occupants”). This Agreement shall not apply to any transactions or agreements entered into with Occupants.

### **1. Right of First Refusal**

If Grantor enters into an agreement with an entity that is not an Occupant to sell all or part of the vacant land contained in the Project Site (such as another developer), Grantee shall have a right of first refusal to purchase the portion of the vacant land at the Project Site offered to the non-Occupant under the same terms and conditions Grantor offers to the non-Occupant. Grantor shall provide Grantee with written notice of its intent to enter into a transaction with a non-Occupant. The notice must contain the material terms of the contemplated transaction. Grantee shall have seven (7) days to notify Grantor of its intent to exercise its right of first refusal. If Grantee has not delivered written notice to Grantor within seven (7) days, Grantee’s rights contained herein shall terminate without any further action or notice by either party.

### **2. Notices.**

All notices from either of the parties hereto to the other shall be in writing and shall be considered to have been duly given or served if sent by first class certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier service guaranteeing overnight delivery to the party at his or its address set forth below, or by email to the respective email address set forth below with confirmation of delivery, or to such other address as such party may hereafter designate by written notice to the other party. Notice given in accordance herewith shall be effective upon delivery to the address of the addressee. Any notice given by facsimile transmission shall be followed by a hard copy or by hand delivery.

If to Developer: Maple Leaf Crossing, LLC  
Attn: Jay Lieser  
400 Fisher Street, Suite J  
Munster, IN 46321

With a copy to: David Beach  
Eichhorn and Eichhorn  
2929 Carlson Drive, Suite 100  
Hammond, IN 46323

If to Town: Town of Munster  
c/o Town Manager  
1005 Ridge Rd.,  
Munster, IN 46321

With a copy to: Town of Munster  
c/o Clerk-Treasurer  
1005 Ridge Rd.,  
Munster, IN 46321

With a copy to: David W. Westland  
Westland & Bennett, P.C.  
2929 Carlson Drive, Suite 300  
Hammond, IN. 46323

### 3. **General Provisions.**

- 3.1 **Entire Agreement.** This Agreement supersedes any and all prior agreements, whether oral or in writing., and sets forth the entire understanding and agreement between the parties hereto regarding the subject matter hereof. This Agreement may be amended, modified or supplemented only in writing as agreed to and signed by authorized representatives of the parties hereto.
- 3.2 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to its choice of laws rules.
- 3.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and/or assignees of the parties hereto.
- 3.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and which together shall constitute the agreement of the parties hereto.
- 3.5 **Recitals.** The recitals set forth above are incorporated herein by reference and constitute the agreed upon terms of the parties.

- 3.6 Computation of Time. If the time period or date by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.
- 3.7 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- 3.8 Electronic Execution and Delivery. This Agreement may be signed and delivered by facsimile or other electronic copy (such as .pdf). The parties may sign and deliver any closing documents to be executed and delivered by facsimile or other electronic copy (such as .pdf) at Closing.

*IN WITNESS WHEREOF*, Developer and The Town have hereunto executed this Lease on the date above written.

**GRANTEE:**

Town of Munster, Lake County, Indiana,  
a municipal corporation.

By: \_\_\_\_\_  
Dustin Anderson, Town Manager

**GRANTOR:**

Maple Leaf Crossing, LLC

By: \_\_\_\_\_  
Jay Lieser, Authorized Member