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REAL ESTATE CONTRACT

This Real Estate Contract ("Contract" hereafter) made between Harold Andrews and Karen E. Andrews (hereafter "Seller") and Kurtis Kintzel for TotalBiz 24/7 (hereafter "Buyer"). The terms of the Purchase Agreement dated August 27, 2004 are part of this Contract.

WITNESSETH, That Seller, in consideration of the money to be paid, and the covenants as herewith expressed to be performed and fulfilled by the Buyer (the payment of said money and the prompt performance of said covenants being a condition precedent) hereby agree, upon such payments and performance of covenants, to sell to the Buyer the real estate destribed as: Lot 3, Grand Park, being a Resubdivision of Part of Parcel 1, Westlake Plaza, as shown in Plat Book 7, Page 34, (and amended in Plat Book 79, Page 29) in Lake County, Indiana (hereafter "Property"). Common known as: 1443 through 1465 E. 84th Place, Merrillville, Indiana 46410

Payment Structure:

Purchase Price:

\$1,000,000.00

Interest Rate:

5%

Amortized:

30 Years, with adjustment at Seller's refinance date

Principle and interest:

\$5,368.00 \$309.00

Insurance: Tax Allocation:

\$2166.00

I. The Buyer in consideration thereof hereby agrees to pay to Sellecthe sum of One Million Dollars (\$1,000.000.00) at the time and in the manner following to with Five Thousand Three Hundred Sixty-Eight Dollars (\$5,368.00) on the 12th day of each month and lasting for Sixty (60) consecutive months beginning on November 12, 2004. On or before Nevember 13,

2009, Buyer agrees to fully pay the remaining balance in full ler!

II. Buyer and Seller acknowledge that the present yearly real estate tax obligation is approximately Twenty-Six Thousand Dollars (\$26,000.00) per year (or Two Thousand One Hundred Sixty-Six Dollars (\$2,166.00) per month). Seller shall pay any and all Real Estate taxes incurred prior to the closing date and Buyer shall pay all subsequent real estate taxes that are taxable for any period which occurs after the day of closing separately when due. Buyer and Seller acknowledge that real estate taxes in Indiana are paid in arrears. Buyer and Seller agree to the establishment of an Escrow account as a receptacle for tax monies. Such account shall be in both Buyer and Seller names requiring dual signing, with each party providing one (1) additional person authorized to execute such withdrawals as are required from time to time. Buyer and Seller agree that because Indiana bills for real estate tax in arrears, Buyers obligation to pay its share of taxes does not begin until May 12, 2005, and until that time Seller shall bear the burden of escrowing any tax monies for its share of the tax obligation.

III. The monthly payment will be used for and cover principle and interest at a rate of 5.0% per annum on the amount of principle remaining due amortized at 30 years. It is agreed that the Buyer may pay the entire unpaid balance of the purchase price hereunder at any time and without penalty. Buyer agrees to adjust the purchase interest rate to two (2%) per cent above Seller's new interest rate, if such increase occurs, after September 24, 2009. Buyer further agrees to apply for refinancing by March 31, 2007, and it refinancing efforts do not result in obtaining a loan to pay-off of this contract, Buyer shall reapply every other year thereafter.

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- IV. Seller shall deliver up to Buyer full and complete possession of the premises on the day of the closing subject to tenant's rights, leases, and liens now in effect. Buyer shall reimburse Seller on a monthly basis for building insurance already in effect on Property from the date of closing to the date the warranty deed has been transferred from Seller to Buyer. Buyer at his sole discretion may replace the existing insurance policy with like coverage, with Seller's mortgagee as the loss payable. On or before the day of closing, Seller agrees to transfer to Buyer any and all deposits from existing tenants and/or lessees.
- V. Seller shall not encumber or allow Property to be encumbered above 70% of Buyer's unpaid balance throughout the term of this Contract. Seller agrees to keep their mortgage(s) on Property current. Seller declares that there is one mortgage on the property with Centier Bank. Seller agrees that they shall not make any new loans on the property. Seller gives authorization to Buyer and shall assist Buyer upon request to check on the status of any mortgage(s) on Property as to whether its payment status is current.
- VI. Seller agrees to fully resolve and cure any mechanic liens imposed on Property from Seller's sub-contractors, affiliates, etc. Upon Buyer paying the complete purchase price to Seller, Seller shall cause all Seller originated liens to be removed. Seller shall deliver to Buyer a Warranty Deed for Property at the time Seller receives the final payment of the purchase price.
- VII. Buyer may sell, rent or lease Property or any part thereof, and make any repairs or alterations to Property without the written consent of the Seller, except for major structural changes which require the written consent of Seller. This provision shall apply both to improvements now on the premises and to improvements that may be placed thereon.
- VIII. Buyer is considered in default of this Contract if any payment obligation contained within this Contract is not cured within 60 days. Buyer and/or Seller are considered in default of this Contract if any other provision is not cured within 30 days. Forfeiture provisions are hereby released by Seller when Buyer has made principle payments of ten percent (10%).

IN WITNESS WHEREOF, the said parties have hereunto set their hands after carefully reading and fully understanding this Contract on this 24 day of September 2004.

Seller

Harold Andrews

Seller:

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For Buyer:

Witness for Buyer:

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Karen E. Andréws

Thomas C. Smith

ADDENDUM TO REAL ESTATE CONTRACT

This addendum is attached to and made part of the Purchase Agreement dated August 27, 2004 and the Real Estate Contract dated September 24, 2004, between Harold Andrews and Karen Andrews as Seller, and TotalBiz 24/7 and Kurtis Kintzel as Buyer, pertaining to the real estate known as 1443-1465 E. 84th Place, Merrillville, IN 46410.

Lot 3, Grand Park, being a Resubdivision of Part of Parcel 1, Westlake Plaza, as shown in Plat Book 71, Page 34, (and amended in Plat Book 79, Page 29) in Lake County, Indiana (hereafter "Property"). Commonly known as: 1443 through 1465 E. 84th Place, Merrillville, Indiana 46410

Further Conditions:

- 1. That they shall execute the Real Estate Contract dated September 24, 2004.
- 2. That they shall submit to a formal closing within thirty (30) days:
 - a. Buyer and Seller agree to split closing costs equally
 - b. Seller shall convey a General Warranty Deed at closing
 - c. Seller agrees to provide a Mortgage and Note
- 3. Buyer and Seller agree to a replacement or supplemental purchase agreement which is mutually agreeable. Property of the Lake County Recorder!
- 4. Buyer and Seller acknowledge that should the formal closing be delayed or not take place for any reason, the Purchase Agreement dated August 27, 2004 and the Real Estate Contract dated September 24, 2004 shall remain in effect, and shall constitute a complete and full agreement under the terms agreed to therein.

All other terms and conditions of the Purchase Agreement remain unchanged.

By signature below, the parties acknowledge receipt of a signed copy of the Addendum.

Seller

Date

Durchosor

Data

Seller

Date

Witness

Date