

Put signs on properties. 6750 CALUMET

LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)
COMMERCIAL-INDUSTRIAL REAL ESTATE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 SEP 25 PM 2:32

1 This Contract is entered into on the 17th day of July, 2008, by Prudential Partners Real Estate
2 _____ (20080915 Broker) and
3 _____ (Milorad Mileusnic)

4 _____ ("Seller"), for the sale of real estate commonly
5 known as 6750 Calumet Ave. in North
6 Township, Lake County, Hammond, Indiana 46320 Zip Code,

7 the legal description of which is (attached as Exhibit "A") (described as follows):
8 Herman Rausch's Add. All lots 1 & 2, City of Hammond
9 _____ (the "Property").

10 In consideration of the mutual covenants herein and services to be performed, Broker is appointed as Seller's agent with
11 irrevocable and exclusive right to sell, exchange or option the Property, during the Term for the following price and terms.

12 Where the word "Seller" appears, it shall also mean "Optionor;" "Sale" or "Purchase" shall also mean "exchange" or "option;"
13 "Buyer" shall also mean "Optionee;" and "Broker" shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8. "Property" shall mean
14 all property offered for sale pursuant to this Contract as defined in Section D and E (if applicable) below.

15 A. **TERM:** This Contract begins on the 17th day of July, 2008, and shall continue until midnight on
16 the 17th day of January, 2009. Provided, however, that if Seller enters into a purchase agreement,
17 exchange agreement or option during the term of this Contract, but the closing of the sale, exchange or option will not
18 take place until after the term of this Contract, then this Contract shall be extended to coincide with the closing date.

19 In the event the Property is removed from the market for periods of time that may be agreed to by Seller and any prospective
20 Buyer as part of the contingencies to the purchase, exchange agreement or option to purchase ("Transaction Agreement"),
21 this Contract shall be automatically extended in time for periods equal to the periods contained in the Transaction Agreement.

22 B. **BROKER'S COMMISSION:** Seller agrees to pay Broker a commission, which shall be determined and paid as follows:

23 1. **SALE:** If the transaction is a sale, Seller shall pay Broker a commission of six percent (6.000 %)
24 of the gross sales price, which shall be paid at the time of closing of the transaction when title to or an interest in the
25 Property is transferred to Buyer.

26 2. **EXCHANGE:** If all or any part of the Property is sold or exchanged, or title is conveyed in any manner, Seller shall pay
27 Broker a commission of six percent (6.000 %) of the gross sales price or exchange
28 value. In the event the consideration is not set forth as a monetary value in the exchange agreement or any related
29 purchase agreement, then the consideration for the Property shall be deemed to be the listing price set forth in this
30 Contract.

31 3. **OPTION:** If an option is granted to a prospective Buyer, Seller shall pay Broker (\$ NA) or
32 (six percent 6.000 %) of each payment, whichever is greater, when
33 made to Seller to obtain, renew or extend the option. If the option is exercised, Seller shall pay Broker a commission
34 pursuant to Section B. (1), (2), (4), (5), (6) or (7) as applicable.

35 4. **DEFAULT:** If Seller enters into a fully executed contract for sale, exchange or option and Seller defaults under that
36 contract, then a commission in the same amount as would be payable upon a closing pursuant to this Contract shall be
37 due immediately upon such default.

38 5. **READY, WILLING AND ABLE PERSON:** If Broker procures a written offer from a Buyer who is ready, willing and
39 financially able to consummate the proposed transaction concerning the Property according to the terms contained in this
40 Contract, and Seller refuses to accept the offer, Broker shall be immediately entitled to a commission in the same amount
41 as would be payable upon a closing pursuant to this Contract.

42 6. **SUIT BY OWNER:** If Seller successfully prosecutes a suit against a Buyer who breached a purchase agreement,
43 exchange agreement or option concerning the Property and collects all or any part of the monetary damages proximately
44 caused by such breach as a result of trial, compromise, settlement or otherwise, Seller shall pay Broker an amount equal
45 to one-half (1/2) of the funds received by Seller; but, the maximum amount that Seller shall be obligated to pay to Broker
46 shall not exceed the amount of Broker's commission if the sale, exchange, or option had been consummated.

47 7. **COMMISSION PROTECTION:** Within 360 days after the Term, as it may be extended if the Property is: (i) sold,
48 exchanged or optioned; (ii) contracted to be sold, exchanged or optioned; (iii) subject to the commencement of, resumed
49 or continued negotiations to be sold, exchanged or optioned to anyone with whom Broker, Seller or any of their agents
50 or employees had negotiations during the Term and who was identified on a list submitted to Seller within 10
51 days after expiration of the Term, then Seller agrees to pay Broker a commission on sale, exchange or option pursuant to
52 Section B.

53 C. **PRICE:** Seller offers the Property for sale or exchange at a price of Three hundred fifty thousand
54 dollars (\$ 350,000.00) upon the following terms and conditions: Cash or conventional mortgage
55 _____
56 _____

57 Seller offers the Property for sale, exchange or option upon any other price and terms acceptable to Seller as evidenced by
58 Seller's execution and delivery of a written contract with respect to the Property.

FILED
SEP 26 2008

Page 1 of 4 (off) **016063** **BEGGY HOLINGA KATONA**
LAKE COUNTY AUDITOR

30
PB
1336

59 D. **PROPERTY OFFERED FOR SALE:** The above price(s) includes the real estate together with all buildings and all permanent
60 improvements and fixtures attached thereto; **except the following items to be EXCLUDED (if any):**
61 None
62

63 E. **PERSONAL PROPERTY OFFERED FOR SALE:** The above price includes the following items of personal property to
64 be INCLUDED in the sale: None
65

66
67 (NOTE: EXCLUDE FIXTURES NOT OWNED BY SELLER SUCH AS RENTED FIXTURES AND TENANT'S TRADE
68 FIXTURES. THE PURCHASE AGREEMENT WILL DETERMINE WHAT PROPERTY IS INCLUDED OR EXCLUDED.)

69 F. **AGENCY DISCLOSURES:**

- 70 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
71 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing,
72 the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the
73 Licensee is merely assisting the individual as a customer. Licensee(Broker) represents the interests of the Seller as Seller's
74 agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller.
75 However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property, including all
76 latent and patent defects in the Property, whether or not Seller believes they are minor or major in nature, and whether or
77 not they are now known or are discovered in the future. All representations made by Licensee about the Property are made
78 as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as
79 buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are
80 Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents
81 owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents
82 about the Property are not made as the agent of the Seller.
83 3. **Limited Agency Authorization:** Licensee or the principal or managing broker may represent Buyer as a buyer agent.
84 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be
85 different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings. If limited
86 agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer:
87 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
88 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
89 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the
90 parties.
91 (b) That a Buyer will pay more than the offered purchase price for the Property.
92 (c) That Seller will accept less than the listed price for the Property.
93 (d) Other terms that would create a contractual advantage for one party over another party.
94 (e) What motivates a party to buy or sell the Property.

95 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any
96 party and the limited agent or among Licensees.
97 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that
98 Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited
99 agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s)
100 arising from Licensee's(s') role of limited agent(s).

101 G. **SELLER'S COVENANTS:** Seller agrees to cooperate with Broker and cooperating brokers fully with respect to
102 Broker's efforts to market and sell the Property. Seller agrees to refer to Broker all inquiries received relating to the sale of the
103 Property and to conduct all negotiations with prospective buyers of the Property through Broker. Seller further agrees to
104 furnish Broker any information in Seller's possession concerning the Property as Broker may reasonably request from time to
105 time including, but not limited to survey, floor plans, building plans, operating statements, rent roll, title commitment,
106 environmental reports, zoning certificates and the following: Other information as may be requested,
107 Seller agrees to reimburse Broker for all expenses authorized in writing by Seller and incurred by Broker in advertising or
108 marketing the Property not to exceed NA
109 dollars (\$ NA).

110 H. **SELLER'S REPRESENTATIONS:** TO SELLER'S BEST KNOWLEDGE AND BELIEF SELLER REPRESENTS AND
111 WARRANTS TO BROKER AS FOLLOWS:

- 112 1. The undersigned Seller (i) holds title to the Property in fee simple; (ii) is authorized and has the capacity to execute
113 and deliver this Listing Contract; and (iii) has the ability to convey a good and marketable title by warranty deed and/or
114 enter into a sale, exchange or option.
115 2. The Property is zoned C-4 Commercial; (is) (is not) located in a Historic
116 District; (is) (is not) located in a flood plain. There presently exists no defect or condition known to Seller which
117 would adversely affect market value or materially impair the fitness of the Property for its existing use EXCEPT:
118 None
119 3. There are no actions, suits or proceedings pending or threatened against Seller or the Property, affecting any portion
120 of the Property, before any judicial tribunal or governmental agency, department or instrumentality, EXCEPT:
121 None
122 4. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the
123 Property nor has Seller received any notices of any such condemnation actions or special assessments being
124 contemplated.

(office use only)

- 125 5. There are no foreclosures pending or threatened with respect to the Property nor has Seller received any notices of
126 any foreclosure action being contemplated.
127
128 6. Seller has not received any notice in writing or otherwise from any governmental or municipal agency requiring the
129 correction of any condition with respect to the Property or any part thereof, by reason of a violation or alleged
130 violation of any applicable federal or state statute, ordinance, code or regulation, EXCEPT: None
- 131 **I. ENVIRONMENTAL CONDITION OF PROPERTY: (Check 1 or 2 below)**
132 1. Seller is not required to provide Buyer with a Disclosure Statement pursuant to I.C. 13-25-3-1 et seq., Indiana's
133 Responsible Property Transfer Law, because, to the best of Seller's knowledge, the Property is exempt from the
134 provisions of the law since (1) the Property does not contain any hazardous chemical or material under the Community
135 Right-to-Know Act of 1986; (2) the Property does not contain any underground storage tanks which are or have been
136 utilized to hold petroleum or other regulated substances; and (3) the Property is not listed on the Comprehensive
137 Environmental Response, Compensation and Liability Information System.
138 2. Seller is required to provide Buyer with a Disclosure Statement pursuant to I.C. 13-25-3-1 et seq., because, to the best
139 of Seller's knowledge, the Property is not exempt from the provisions of the law.
140 **(NOTE: SELLER AUTHORIZES BROKER TO DISCLOSE ANY OF THE INFORMATION IN SECTIONS G AND H TO THIRD**
141 **PARTIES.)**
142 **J. MARKETING:** Seller authorizes Broker to market the Property, including but not limited to placing and removing "For Sale"
143 and other signs on the Property using electronic media and printing brochures. Seller further authorizes Broker or
144 cooperating brokers to conduct showings of the Property. Seller represents that adequate insurance will be kept in force to
145 protect Seller in the event of any damage, losses or claims arising from entry to the Property and holds harmless Broker, its
146 agents, employees, and independent contractors, from any loss, claim or damage resulting therefrom.
147 **K. INDEMNITY:** Seller agrees to indemnify, defend and hold Broker, cooperating broker, the local Board/Association of
148 REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and the Indiana Association of
149 REALTORS®, Inc., harmless from any and all claims, demands, liabilities, damages, losses, judgments, expenses, costs and
150 attorney fees resulting from, arising out of or relating to Seller's furnishing Broker or causing Broker to be furnished with any
151 false, incorrect, or inaccurate information or representations, or Seller's concealment of any material information. If a dispute
152 arises at any time concerning the condition of the Property, the structures, improvements permanently installed and affixed
153 thereto, Property defects, or health hazards, Seller agrees to indemnify, defend and hold harmless Broker, cooperating Broker,
154 the local Board/Association of REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and
155 the Indiana Association of REALTORS®, Inc. from and against any and all claims, demands liabilities, damages, losses,
156 judgments, expenses, costs and attorney fees resulting from, arising out of or relating to such dispute.
157 **L. BROKER'S LIEN:** For purposes of this Contract, the parties understand and agree that Broker's commission is deemed to be
158 a share of the money received by Seller, and Broker shall have a lien on the funds and a lien upon the Property until the
159 commission is paid.
160 **M. EARNEST MONEY:** Earnest money shall be deposited within two banking days after acceptance of the offer into Broker's
161 escrow account until the sale is closed unless otherwise provided in the Purchase Agreement. In the event the sale is not
162 closed and the earnest money is paid to Seller, then Broker shall be entitled to one half (1/2) of the earnest money in payment
163 for services rendered, but in no event shall the amount due Broker exceed the amount of Broker's commission had the sale
164 been closed. In the event that any contract for the sale, exchange or option of the Property does not close for any reason, any
165 earnest money held by Broker shall be held until Seller, Buyer and Broker mutually agree in writing as to its disposition or until
166 the disposition is directed by a court order.
167 **N. MISCELLANEOUS PROVISIONS:** Seller and Broker acknowledge that:
168 1. All persons signing below as Seller have read and understand this Contract and have received a copy.
169 2. This Contract contains the entire agreement of the parties and cannot be changed except by their written consent.
170 3. This Contract is binding upon the parties' heirs, administrators, executors, successors and assigns.
171 4. Broker warrants that Broker holds a valid Indiana real estate license.
172 5. The closing of the sale shall take place at the Title Company issuing the title insurance commitment or the financial
173 institution providing a loan for the transaction.
174 6. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers,
175 title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and
176 contractors. Broker has no responsibility for the performance of any service provider. Seller is free to select
177 providers other than those referred or recommended to Seller by Broker.
178 7. If it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure compliance
179 with this Contract, then, in addition to all other sums Broker may recover, Broker shall also recover court costs,
180 reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection
181 therewith.
182 8. This Contract may be transmitted between the parties electronically or digitally. The parties intend that electronically or
183 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall
184 be promptly executed and/or delivered, if requested. This Contract may be executed simultaneously or in tow or more
185 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same
186 instrument.
187 9. The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial
188 status, and handicap.
189 10. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
190 protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless
191 provided for in another agreement.

192 11. Broker's commission for services rendered in respect to any listing is solely a matter of negotiation between Broker
 193 and Seller and is not fixed, controlled, recommended or maintained by the Indiana Association of REALTORS®, Inc.,
 194 the Indiana Commercial Board of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
 195 applicable) or any person not a party to the contract. The compensation paid by a listing Broker to a cooperating
 196 broker in respect to any listing is established by the listing Broker and is not fixed, controlled, recommended or
 197 maintained by any persons other than the listing Broker.

198 O. ADDITIONAL PROVISIONS: This listing does not start until the 11th day after the signing of the
 199 listing by the Owner, This is to allow time for the Owner to obtain a signed Purchase
 200 Agreement to buy the property, along with appropriate earnest money, from the Tenant in the
 201 building. Starting on the 11th day, with the listing in effect, no further exclusions can be
 202 in effect..
 203 _____
 204 _____
 205 _____
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 217 _____
 218 _____
 219 _____

220
 221 *Russell A. Snyder* x *Milorad Mileusnic* 11-08
 222 Russell A. Snyder AB591004 Milorad Mileusnic
 223 SALESPERSON/AGENT IN LICENSE # SELLER'S SIGNATURE DATE

225 Prudential Partners Real Estate CO19700041 Milorad Mileusnic
 226 BROKER OR COMPANY NAME IN LICENSE # PRINTED

227 *Brenda Wiley*
 228 ACCEPTED BY: Brenda Wiley PRINCIPAL/MANAGING BROKER SOCIAL SECURITY #/FEDERAL I.D. #

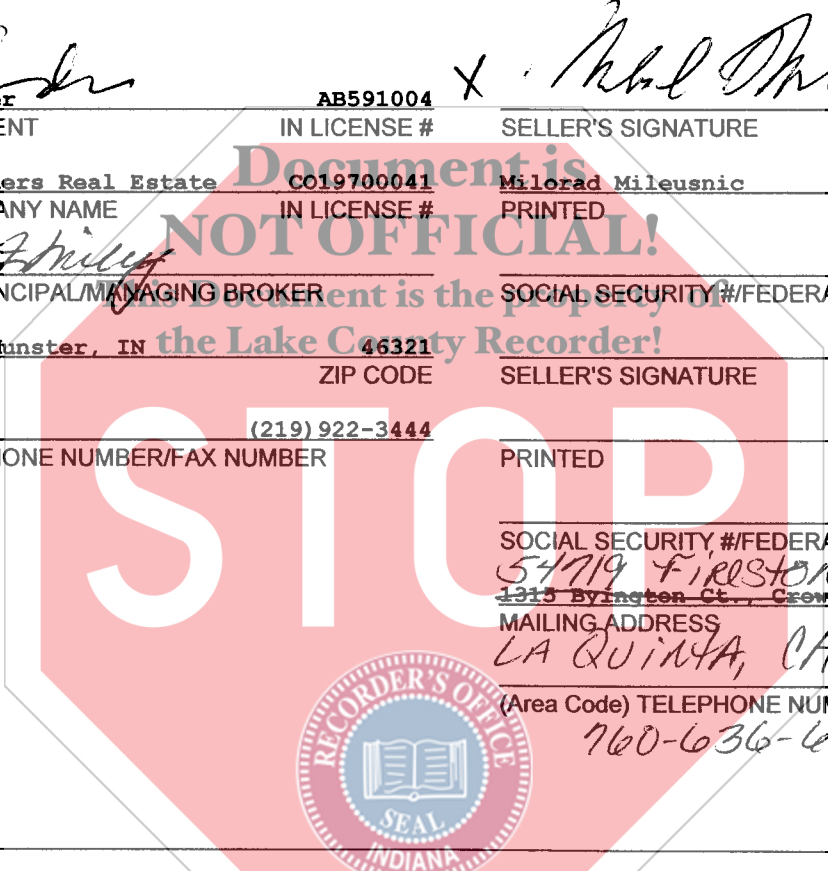
231 1842 45th St., Munster, IN 46321
 232 MAILING ADDRESS ZIP CODE SELLER'S SIGNATURE DATE

234 (219) 922-3440 (219) 922-3444
 235 (Area Code) TELEPHONE NUMBER/FAX NUMBER PRINTED

237 SOCIAL SECURITY #/FEDERAL I.D. #
 238 54719 Firestone

240 1315 Byington Ct., Crown Point, IN 46307
 241 MAILING ADDRESS ZIP CODE

242 LA QUINTA, CA 92253-4446
 243 (Area Code) TELEPHONE NUMBER/FAX NUMBER
 244 760-636-6434



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 This is a legally binding contract, seek legal advice if not understood. Form #F04SELL. Copyright IAR 2003





**Prudential Partners Real Estate
Agency - Office Policy
When Representing
Sellers or Buyers**

Agency Relationships. Indiana law (I.e. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. The Licensee (your broker or salesperson) at Prudential Partners Real Estate represents the interest of the Seller as the Seller's Agent when listing properties and represents the Buyer as a Buyer's Agent when showing properties. Such Licensees owe duties of trust, loyalty, confidentiality, accounting and disclosure to their respective Seller or Buyer. However, Seller's Licensee must deal honestly with a Buyer and Buyer's Licensee must deal honestly with a Seller. Normally all representations made by Licensee are made as the agent of the respective Seller (Seller's Agent) or Buyer (Buyer's Agent).

Limited Agency Authorization. In the case of a property listed with Prudential Partners Real Estate the Licensee or the Principal or Managing Broker may personally represent a Seller as Seller's Agent and Buyer as a Buyer's Agent, which is a Limited Agency situation. If this occurs, the Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If Limited Agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Buyer and Seller:

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That Seller will accept less than the listed price for the Property.
- (d) What motivates a party to buy or sell the Property.
- (e) Other terms that would create a contractual advantage for one party over another party.

In a Limited Agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the Limited Agent or among Licensees.

As a Buyer's Agent or Limited Agent, Licensee will obtain compensation pursuant to the listing contract unless a written Buyer's Agency Contract provides for an alternative payment method.

(Note: All other agents with Prudential Partners Real Estate, except the Listing agent, the Principal or the Managing Broker, always represent the Buyer, and are not Limited Agents.)

By signing below, Seller/Buyer acknowledges that the Limited Agency Agreement has been read and understood. Seller/Buyer understands that Seller/Buyer does not have to consent to Licensee(s) acting as Limited Agent(s), but gives informed consent voluntarily to Limited Agency and waives any claims, damages, losses, expenses, including attorney's fees and costs, against Licensee(s) arising from Licensee(s) role of Limited Agent(s).

Signature(s) - (Please cross off the term that does not apply):

X Milorad Mileusnic 7-1-08
 Seller/~~Buyer~~ Date Seller/Buyer Date

Milorad Mileusnic
 Printed Name Date Printed Name Date

Ryan G. Smith 7/7/08
 Seller/Buyer Agent Date
 Prudential Partners Real Estate

**LIMITED AGENCY AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE**

(Licensee represents both Seller and Buyer or both Landlord and Tenant)
(Principal or Managing Broker personally represents a client and affiliated Licensee represents other client)

1 This Limited Agency Agreement ("Agreement") is dated _____, _____.

2
3 **A. BUYER/TENANT ("Buyer"):** _____

4
5
6
7 **B. SELLER/LANDLORD ("Seller"):** Milorad Mileusnic

8
9
10 **C. SUBJECT PROPERTY ("Property"):** 6750 Calumet Ave.

11
12 Hammond IN 46320

13
14
15 **D. NAME OF LIMITED AGENTS(S) ("Licensee"):** Russell A. Snyder

16
17
18 ("Purchase price/listed price" shall also mean "lease rate," if applicable. "Licensee" shall refer to any broker
19 or salesperson acting as agent for a party. "Limited agent" means a licensee who, with the written and
20 informed consent of all parties to a real estate transaction, represents both the Seller and Buyer.)

21
22
23 **E. LIMITED AGENCY AUTHORIZATION:** The Licensee is authorized by Seller and Buyer to represent
24 both of them in this transaction. Seller and Buyer understand that this limited agency relationship may create
25 certain conflicts of interest, and that Licensee is representing two parties whose interests are different or
26 even adverse.

27
28 **F. ADDITIONAL DISCLOSURES:** Seller and Buyer acknowledge that Licensee shall not disclose the
29 following without the informed consent, in writing, of both Seller and Buyer:

- 30
31 (1) Any material or confidential information, except adverse material facts or risks actually known
32 by the Licensee concerning the physical condition of the Property and facts required by
33 statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable
34 and timely inspection of the Property by the parties.
- 35
36 (2) That a buyer will pay more than the offered purchase price for the Property.
- 37
38 (3) That a Seller will accept less than the listed price for the Property.
- 39
40 (4) What motivates a party to buy, sell or lease the Property.
- 41
42 (5) Other terms that would create a contractual advantage for one (1) party over another party.

43
44 Seller and Buyer acknowledge that there will be no imputation of knowledge or information between any
45 party and the limited agent or among Licensees.

46
47 Seller and Buyer acknowledge that they do not have to consent to the limited agency in this transaction.

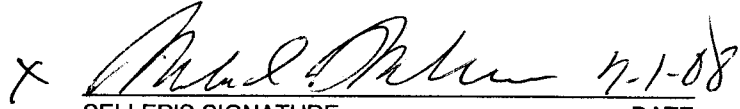
48
49 Seller and Buyer consent voluntarily to Licensee's limited agency capacity and waive any claims, damages,
50 losses, expenses, including attorneys' fees and costs, against Licensee arising from Licensee's role of
51 limited agent.

52
53 **G. PRIOR AGREEMENTS:** Seller and Buyer understand this Agreement does not replace prior agreements
54 with Licensee to represent Seller or Buyer. However, where this Limited Agency Agreement contradicts or
55 conflicts with prior agreements, this Limited Agency Agreement shall supersede.

57 H. CANCELLATION: If the Seller and Buyer do not enter into an agreement relating to the Property or if the
58 transaction fails to close, Seller and Buyer agree that this Agreement is automatically cancelled and the
59 Licensee's role of limited agent is terminated.
60

61 By signature below, the parties verify that they understand and approve this Limited Agency
62 Agreement and acknowledge receipt of a signed copy. This Agreement may be executed
63 simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
64 which together shall constitute one and the same instrument. The parties agree that this Agreement
65 may be transmitted between them electronically or digitally. The parties intend that electronically or
66 digitally transmitted signatures constitute original signatures and are binding on the parties. The
67 original document shall be promptly executed and/or delivered, if requested.

BUYER'S SIGNATURE DATE

x  7-1-08
SELLER'S SIGNATURE DATE

PRINTED

Milorad Mileusnic

PRINTED

BUYER'S SOCIAL SECURITY # / FEDERAL I.D. #

SELLER'S SOCIAL SECURITY # / FEDERAL I.D. #

MAILING ADDRESS

54119 Firstone
~~1315 Byington Ct., Crown Point, IN~~
MAILING ADDRESS
LA Quinta CA 92253-4746

(Area Code) TELEPHONE NUMBER

Cell: 730-1755 760-636-6434

(Area Code) TELEPHONE NUMBER

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

PRINTED

PRINTED

BUYER'S SOCIAL SECURITY # / FEDERAL I.D. #

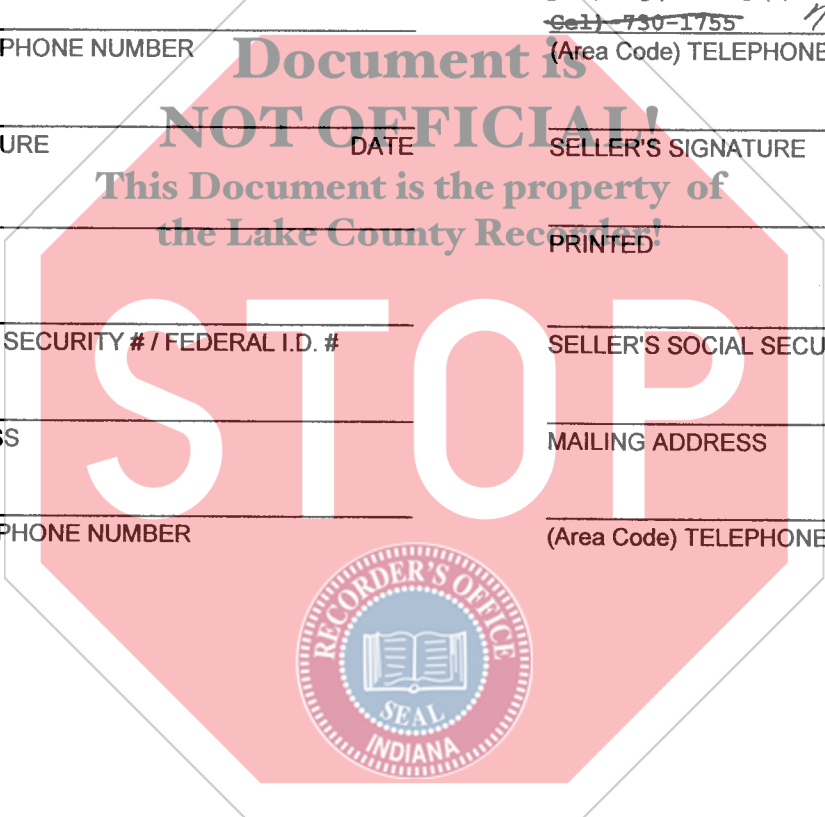
SELLER'S SOCIAL SECURITY # / FEDERAL I.D. #

MAILING ADDRESS

MAILING ADDRESS

(Area Code) TELEPHONE NUMBER

(Area Code) TELEPHONE NUMBER



Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.
This is a legally binding contract, if not understood seek legal advice. Form #F47. Copyright IAR 2003.



REPRESENTATIONS AND WARRANTIES OF SELLER ADDENDUM
COMMERCIAL - INDUSTRIAL REAL ESTATE

1 Date: _____
2

3 This Addendum is attached to and made a part of the Purchase Agreement dated _____, _____, on the
4 Property commonly known as 6750 Calumet Ave., Hammond, IN 46320 in
5 Lake County, Hammond, Indiana, 46320
6

7 **A. REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller represents and warrants to Buyer as follows:

- 8 1. There are no parties in possession of any portion of the Property as lessees, tenants at will, or otherwise except tenants
9 under the written leases which shall be or have been delivered to Buyer (pursuant to the Leased Property Addendum)
10 (within 10 days of acceptance of the Purchase Agreement);
- 11 2. To the best of Seller's knowledge, there is no pending or threatened taking by way of condemnation, eminent domain or
12 similar proceedings or assessments for new municipal improvements against the Property. To the best of Seller's
13 knowledge, there is no action pending or threatened by any governmental body, adjacent landowners or other persons
14 which would in any way limit the existing use of the Property or diminish its value;
- 15 3. Seller is the owner of fee simple title to the Property subject to exceptions set forth in the Commitment;
- 16 4. Seller is not in default under any mortgage encumbering the Property;
- 17 5. There will be no monetary liens, encumbrances or security interests against any of the Property which will not be satisfied
18 at or prior to closing;
- 19 6. To the best of Seller's knowledge, there is no existing condition with respect to the Property or its operation which violates
20 any order, code, rule, statute, ordinance or regulation of any court or governmental authority;
- 21 7. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access
22 from the Property to any presently existing public highway or road adjoining or encumbering the Property or to any existing
23 sewer, water or other utility facility serving the Property;
- 24 8. Seller shall not further encumber, or allow the encumbrance of, the title to the Property or modify the terms or conditions of
25 any existing encumbrance without the written consent of Buyer;
- 26 9. Seller has not received and has no knowledge of any notice from any insurance company requiring performance of work
27 or increasing the insurance premium due to an existing condition at the Property;
- 28 10. Seller has all licenses, permits and approvals required by any code, rule, statute, ordinance or regulation of any
29 governmental authority for the existing use and operation of the Property;
- 30 11. There is no attachment, execution, assignment for the benefit of creditors, or voluntary or involuntary proceeding in
31 bankruptcy or under any other debtor relief laws contemplated by, pending or threatened against Seller or the Property;
- 32 12. The Property (has) (has not) been designated as a historic landmark and (is) (is not) located in a Historic District.
- 33 13. Additional Representations and Warranties: None
34

35 **B. SURVIVAL:** Unless waived, these representations and warranties shall be deemed affirmed as of the Closing Date and shall
36 survive the closing (indefinitely) (for a period of _____ (days) (years)). If, at or before
37 closing, any representation or warranty is discovered by Buyer to be untrue, and Buyer fails to object, the untrue
38 representation or warranty shall be deemed waived and shall not survive the closing. If Buyer objects to the untrue
39 representation or warranty, Buyer shall give written notice to Seller at or before closing, and Seller shall have a reasonable
40 period of time, not to exceed 10 days, to take corrective action so as to make the representation or warranty true, and
41 the Closing Date shall be extended, if necessary. If the Seller fails or refuses to so act, Buyer may either terminate this
42 Agreement and receive a refund of the Earnest Money or waive the untrue representation or warranty and close the
43 transaction.
44

46 BUYER'S SIGNATURE _____

DATE _____

47 SELLER'S SIGNATURE _____

DATE 4-1-08

48 PRINTED _____

Milorad Mileusnic
49 PRINTED

50 BUYER'S SIGNATURE _____

DATE _____

51 SELLER'S SIGNATURE _____

DATE _____

52 PRINTED _____

53 PRINTED



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ALTERNATIVE DISPUTE RESOLUTION ADDENDUM
COMMERCIAL - INDUSTRIAL REAL ESTATE
(FOR USE WITH LISTING CONTRACT OR PURCHASE AGREEMENT)

1 Date: 7/1/08

2
 3 This Addendum is attached to and made part of the (Listing Contract) (Purchase Agreement) dated _____
 4 _____, on the Property commonly known as 6750 Calumet Ave. in
 5 _____ Lake County, _____ Hammond _____, Indiana _____ 46320 _____
 6

- 7 **A. NEGOTIATIONS:** The parties shall attempt in good faith to resolve any dispute involving the interpretation or construction
 8 of this agreement promptly by negotiations between the parties. Either party may give written notice to the other of any
 9 such dispute, and within twenty (20) days after delivery of such notice, representatives of the parties shall meet at a
 10 mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant
 11 information and to attempt to resolve the dispute. No attorney shall be present at such negotiations, except upon at least
 12 three (3) business days' notice to the other party. All negotiations under this clause are confidential and shall be treated as
 13 compromise and settlement negotiations for purposes of the applicable federal and state rules of evidence. If the dispute
 14 has not been resolved by negotiations within forty-five (45) days of the disputing party's notice, or if the parties fail to meet
 15 within said twenty (20) day period, either party may initiate mediation of the controversy or claim, or other procedures, as
 16 provided below.
- 17 **B. MEDIATION OR ARBITRATION:** If the dispute has not been resolved by negotiations as provided above, either party may
 18 give notice to the other requesting initiation of proceedings to resolve the matter by (a) arbitration, (b) mediation or (c) mini-
 19 trial (collectively, "Alternative Dispute Resolution"), in each case under the then current rules of the National Association of
 20 REALTORS® (if the dispute arises under a Listing Contract), the American Arbitration Association, the Center for Public
 21 Resources or the state or federal courts having jurisdiction, as indicated by the party giving such notice; provided,
 22 however, that the party receiving any such notice, within ten (10) days after receipt of the notice, at its option, by written
 23 notice to the other party, may either (1) to propose an alternative procedure for alternative rules for resolution of the dispute
 24 (in which case the other party shall have the same ten (10) day period within which to respond), or (2) to initiate litigation.
 25 The parties, at their option, may at any time agree in writing upon any other set of rules or procedures to govern their
 26 Alternative Dispute Resolution.
- 27 **C. NON-WAIVER:** Nothing contained herein shall be construed to prevent or delay any party from declaring or providing
 28 notice of a default under this agreement; nor shall a party be prevented or delayed after a default by another party from
 29 exercising any applicable right or remedy under this agreement or applicable law until a notice of Alternative Dispute
 30 Resolution is given as provided in this Addendum. Legal proceedings initiated prior to any notice hereunder shall not be
 31 stayed, terminated or otherwise affected by such notice, in the absence of a court order to the contrary.
 32

33
 34
 35 BUYER'S SIGNATURE _____ DATE _____

Milorad Mileusnic 7-1-08
 35 SELLER'S SIGNATURE _____ DATE _____

36
 37
 38
 39 PRINTED _____

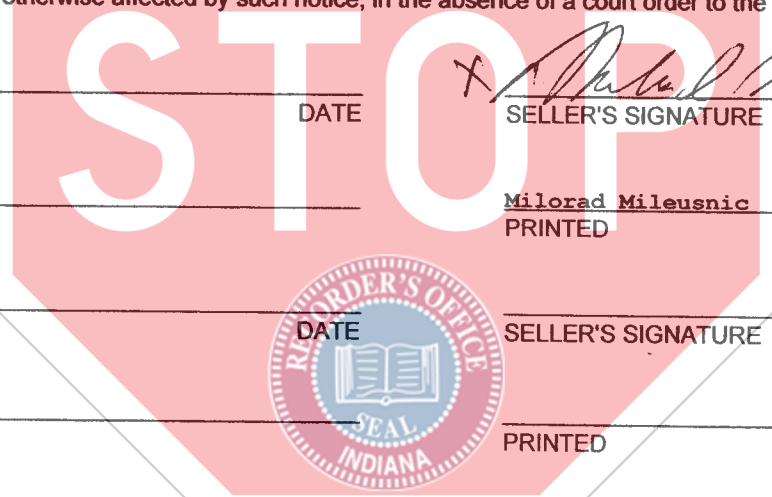
Milorad Mileusnic
 39 PRINTED _____

40
 41
 42
 43 BUYER'S SIGNATURE _____ DATE _____

43 SELLER'S SIGNATURE _____ DATE _____

44
 45
 46
 47 PRINTED _____

46
 47 PRINTED _____



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ESTIMATE OF CLOSING EXPENSES FOR SELLER
COMMERCIAL - INDUSTRIAL REAL ESTATE

1 Date: 7/1/08 Projected Closing Date: _____

2
 3 Property Address: 6750 Calumet Ave., Hammond, IN 46320

4
 5 Estimated Expenses:

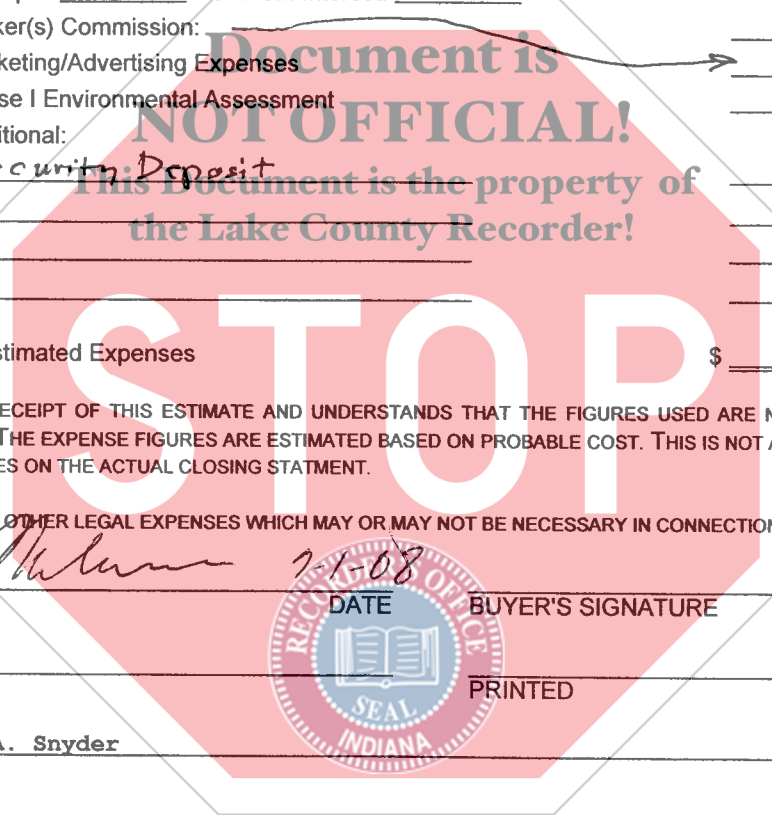
6	1. Owner's Title Policy	\$	<u>1,100.00</u>
7	2. Deed & Vendor's Affidavit Preparation*		<u>50.00</u>
8	3. Survey		<u>225.00</u>
9	4. Appraisal		_____
10	5. Closing Fee		<u>125.00</u>
11	6. Real Estate Taxes 2007 PAY 2008 \$7392 + $\frac{3}{4}$ 2008 PAY 2009 \$5919 =		<u>13,811.00</u>
12	7. Proration of Rents $\frac{1}{2}$ Mos. rent est.		<u>2,250.00</u>
13	8. Transfer of Security Deposits		_____
14	9. Mortgage(s):		_____
15	Payable to: _____		_____
16	Principal: _____ Per Diem Interest: _____		_____
17	Payable to: _____		_____
18	Principal: _____ Per Diem Interest: _____		_____
19	10. Broker(s) Commission:		_____
20	11. Marketing/Advertising Expenses		<u>24,500.00</u>
21	12. Phase I Environmental Assessment		_____
22	13. Additional:		_____
23	<u>Security Deposit</u>		<u>4500.00</u>
24	_____		_____
25	_____		_____
26	_____		_____

27
 28 Total Estimated Expenses \$ 42,061.00
 29 \$42,561.00

30 SELLER ACKNOWLEDGES RECEIPT OF THIS ESTIMATE AND UNDERSTANDS THAT THE FIGURES USED ARE NEITHER ACTUAL NOR A PROMISE OF
 31 RESULTS TO BE OBTAINED. THE EXPENSE FIGURES ARE ESTIMATED BASED ON PROBABLE COST. THIS IS NOT A CLOSING STATEMENT. ALL FIGURES
 32 MAY VARY FROM THE FIGURES ON THE ACTUAL CLOSING STATEMENT.

33
 34 * ITEM 2 DOES NOT INCLUDE OTHER LEGAL EXPENSES WHICH MAY OR MAY NOT BE NECESSARY IN CONNECTION WITH THIS TRANSACTION.

35
 36 Milorad Mileusnic 7-1-08
 37 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
 38
 39 Milorad Mileusnic
 40 PRINTED PRINTED
 41
 42 Prepared by: Russell A. Snyder



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