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# PROMISSORY NOTE Kwiatkowski Land Management LLC

Date: February 28th, 2008

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Executed in Crown Point, Indiana Principal amount of debt \$14,865.21

Interest 8% per annum simple

### 1. KWIATKOWSKI LAND MANAGEMENT LLC PROMISE TO PAY

In return for fourteen thousand eight hundred sixty five 21/100 dollars (\$14,865.21) guaranteed, that the undersigned, Kwiatkowski Land Management LLC (KLM), is liable to Lender, Sam Palermo, and hereby promises to pay \$14,865.21, (this amount is called "principal"), plus interest, to the order of the Lender. The Lender may, in his sofe discretion, transfer this Note to any person or entity without the consent of any of the partners of KLM. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder". No individual partner of KLM shall have any personal liability under this note, Lender agreeing and understanding that its security for repayment of this Note shall only be (a) a certain Real Estate Mortgage. Security Agreement herewith executed by Borrower to Lender (hereinafter referred to as the "Mortgage").

STATE OF INDIANA
FILED FOR RECORD

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### 2. REPAYMENT

(A) Time and Place of Payment

At the end of two calendar years time period following the execution of this agreement, the entire principal and any unpaid interest shall be due and owing.

### 3. INTEREST RATE

The interest rate is eight (8%) percent per annum simple interest.

### 4. KLM's RIGHT TO PREPAY

KLM has the right to make payments of principal at any time before due, including full and complete payment of all principal. A payment of principal only is known as a "prepayment". When KLM makes a prepayment, KLM will inform the Note Holder in writing that KLM is doing so.

KLM may make a full prepayment or a partial prepayment without paying any prepayment charge. The Note Holder will use all of KLM's prepayments to reduce the amount of principal that KLM owes under this Note. KLM's partial prepayment may reduce the amount of KLM's interest payment.

MW 1809

# 5. KLM'S 'S FAILURE TO PAY AS REQUIRED AND DEFAULT BY EITHER PARTY

### (A) Late Charges for Overdue Payment

If the Note Holder has not received the full amount of payment within ten (30) calendar days after the Note Holder has notified KLM that such payment has not been made, KLM will pay a late charge to the Note Holder. The amount of the charge will be 3% of the overdue payment. KLM will pay this late charge promptly, but only once.

#### (B) Default

The occurrence of any one of the following shall constitute an "Event of Default" under this Note: (1) A failure by KLM to make payment when due, continuing for thirty (30) days or any other obligation of KLM to the Note Holder; (2) A failure by KLM to perform, keep or observe any term, provision, condition, covenant or warranty contained in this Note or any other agreement or instrument signed in connection with this Note; (3) A failure by the Note Holder to perform, keep or observe any term, provision, condition, covenant or warranty contained in this Note or any other agreement or instrument signed in connection with this Note.

Upon the occurrence of any Event of Default under this Note, or if a default exists under any other note, liability or obligation of KLM to the Note Holder, whether as maker, co-maker, accommodation maker, endorser, or guarantor, then in such event, the entire principal balance of this Note, together with interest, fees, expenses, costs and other charges, shall, at the option of the Note Holder, immediately become due and payable in full without any notice or demand.

## (C) Payment of Opposing Party's Costs and Expenses ecorder!

If either party is forced by the default of the other party to incur costs or legal fees to enforce that party's rights, then the defaulting party shall pay the non-defaulting party's costs and expenses. Those expenses include, but are not limited to, reasonable attorney's fees and costs.

#### 6. WAIVERS

Demand, presentment for payment, dishonor, notice of dishonor, protest, notice of protest, notice of nonpayment and diligence in collection are hereby waived by all makers, co-makers, accommodation makers, sureties, guarantors, and endorsers hereof. accommodation makers, sureties, guarantors and endorsers, sureties, guarantors and endorsers.

## 7. WAIVER OF JURY TRIAL; VENUE AND JURISDICTION

The Note Holder and KLM, after consulting or having had the opportunity to consult with legal counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note or any course of conduct, dealing, statements, whether oral or written or actions of either of them. Neither the Note Holder nor KLM shall seek to consolidate, by counterclaim or otherwise,

any action in which a jury has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Note Holder or KLM except by a written instrument executed by both of them.

This Promissory Note shall be construed according to the laws of the State of Indiana, without regard for its choice of law provisions. KLM hereby submits to the jurisdiction of the Superior Court of Lake County, Indiana, and the United States District Court for the Northern District of Indiana for purposes of all legal proceedings arising out of or relating to this Promissory Note. KLM hereby irrevocably waives, to the fullest extent permitted by law, any objection to venue of any such proceedings brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Wherever possible, each provision of this Promissory Note shall be interpreted in such a manner as to be valid and effective under applicable law.

IN WITNESS WHEREOF, Typan International Inc in the capacity as Manager for Kwiatkowski Land Management LLC has executed this Note effective as of the date first written above.

This I	Typan International Inc as Manager for Kwiatkowski Land Management LLC  By:  Mearl Webster  On behalf of Typan International Inc as Manager for Kwiatkowski Land Management LLC only and not individually  Accepted by Lender
Lecomber 2009.	OF, Sam Palermo has executed this Note, this day of
STATE OF INDIANA, COUNTY OF LAKE	REBEKAH ALBERTS NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES JAN. 8, 2016
Before me, a Notary Public in and for said County and State, personally appeared Sam Palermo who acknowledged the execution of this agreement, and who, having been duly sworn, stated that any representations therein contained are true.	
Witness my hand and Notarial Seal this day of	
My commission expires	Signature Klockal Albuts
01-08-2016	Printed Rebekal Alberts, Notary Public
	Residing in Lake County, Indiana

PARCEL NO: 09-11-0009-0003

LEGAL DESCRIPTION: A part of the Northeast 1/4 of Section 19, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northeast corner of said Section 19; thence South 00 degrees 45 minute 18 seconds East along the East line of said Northeast 1/4, 2310.68 feet to the North right-of-way line of the Louisville, New Albany, and Chicago Railroad (now the Chicago, Indianapolis and Louisville Railway); thence North 45 degrees 25 minute 51 seconds West along the said North right-of-way line of the Louisville, New Albany, and Chicago Railroad (now the Chicago, Indianapolis and Louisville Railway), 1238.95 feet to a point; thence North 00 degrees 45 minutes 18 seconds West parallel with the said East line, 1451.80 feet to the North line of said Northeast 1/4; thence South 89 degrees 17 minutes 59 seconds East along the said North line, 290.28 feet; thence South 00 degrees 42 minutes 01 seconds West perpendicular to the said North line, 311.00 feet; thence South 89 degrees 17 minutes 59 seconds East parallel with the said North line, thence South 89 degrees 17 minutes 59 seconds East parallel with the 311.00 feet to the said North line; thence South 89 degrees 17 minutes 59 seconds East parallel with line, 311.00 feet to the said North line; thence South 89 degrees 17 minutes 59 seconds East parallel with line, 311.00 feet to the said North line; thence South 89 degrees 17 minutes 59 seconds East along the said North line, 301.10 feet to the point of beginning, containing 35.37 acres more or less;

