

CONTRACT FOR DEED

THIS CONTRACT FOR DEED ("Contract") is made and entered into by and between Menard, Inc., a Wisconsin corporation (hereinafter referred to as "Seller") and 1229-165th-LLC, an Indiana limited liability company (hereinafter referred to as "Purchaser").

Seller and Purchaser agree to the following terms:

1. **Property Description.** Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the real estate described in Exhibit A attached hereto and incorporated herein (including improvements now or hereafter located on said real estate). Said real estate, including improvements, is hereinafter referred to as the "Property". Purchaser shall use the Property solely for the operation of a sit-down Round the Clock family restaurant by Cafe 24 #4, LLC, and for no other purpose without the prior express written consent of Seller, which consent shall not be unreasonably withheld. Any and all use of the Property shall be subject to the restriction set forth on Exhibit B attached hereto and incorporated herein.

1A. **Contingency.** Notwithstanding anything herein to the contrary, performance of this Contract by the Purchaser is contingent upon Purchaser obtaining all required municipal approvals of its proposed development of the Property. If Purchaser does not provide Seller with a written notice of Purchaser's failure to satisfy this contingency within ten (10) days after the date of last execution of this Contract, this contingency shall be automatically waived.

2. **Purchase Price.** Purchaser shall pay to Seller the sum of Nine Hundred Thousand and No/100 Dollars (\$900,000.00) as and for the purchase price of the Property (the "Purchase Price"), payable as follows:

- (A) One Hundred Thousand and No/100 Dollars (\$100,000.00) due and payable upon execution of this Contract;
- (B) Beginning October 1, 2011 and ending September 1, 2012, monthly payments of \$4,444.44 representing principal and \$4,000.00 representing interest, for a total of \$8,444.44. These payments shall be equal to an approximately 10 year, 8 month amortization;
- (C) Beginning October 1, 2012 and ending September 1, 2013, monthly payments of \$4,444.44 representing principal and a sum equal to one-twelfth (1/12) of the annual interest on the remaining principal balance of \$746,666.67, which interest shall be calculated at a rate (the "Adjusted Interest Rate") equal to the greater of (i) 6% and (ii) the 1-year London Interbank Offered Rate, but in no event greater than seven percent (7%);
- (D) Beginning October 1, 2013 and ending September 1, 2014, monthly payments of \$4,444.44 representing principal and a sum equal to one-twelfth (1/12) of the annual interest on the remaining principal balance of \$693,333.33, which interest

STATE OF INDIANA
LAKE COUNTY
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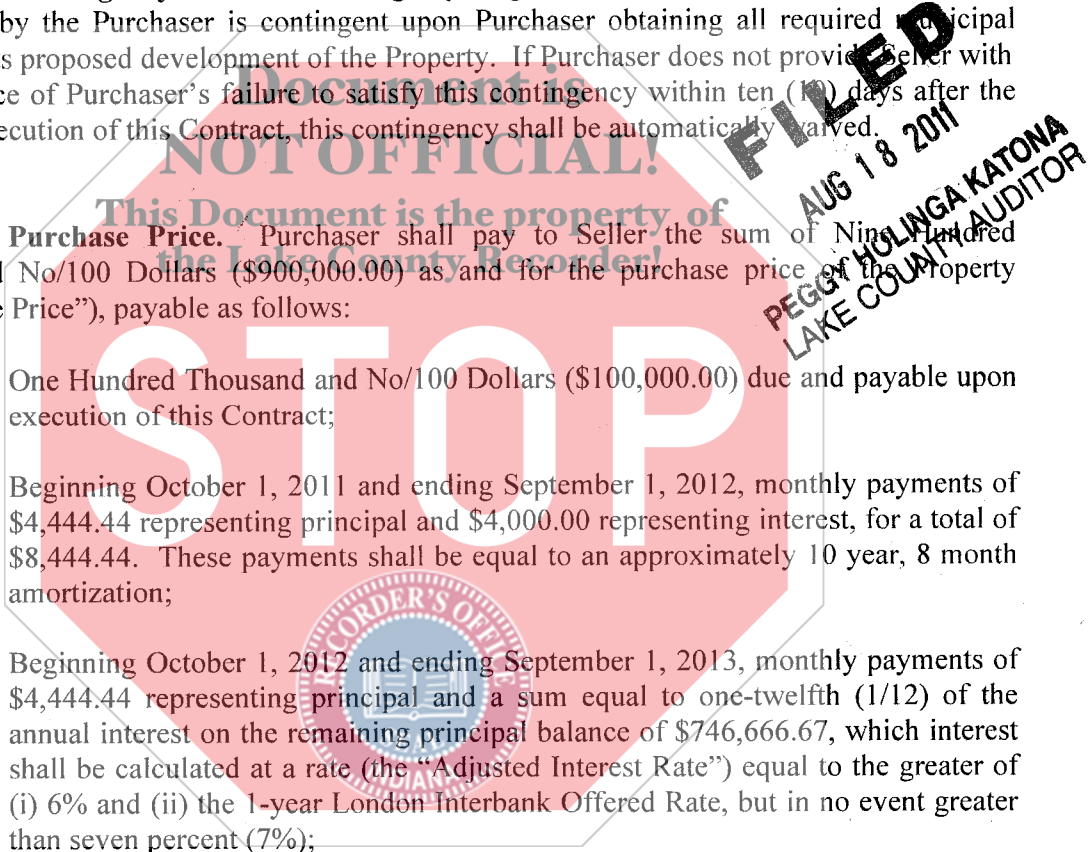
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shall be calculated at the Adjusted Interest Rate;

- (E) Beginning October 1, 2014 and ending September 1, 2015, monthly payments of \$4,444.44 representing principal and a sum equal to one-twelfth (1/12) of the annual interest on the remaining principal balance of \$640,000.00, which interest shall be calculated at the Adjusted Interest Rate;
- (F) Beginning October 1, 2015 and ending September 1, 2016, monthly payments of \$4,444.44 representing principal and a sum equal to one-twelfth (1/12) of the annual interest on the remaining principal balance of \$586,666.67, which interest shall be calculated at the Adjusted Interest Rate; and
- (G) On or before October 1, 2016, a payment equal to the entire unpaid balance of principal and interest due under this Contract.

All monthly payments described in this Section 2 shall be due and payable in advance on the first day of each month.

3. **Prepayment.** Purchaser shall have the right of paying, at any time and without penalty, any sum or sums in addition to the payments required in Section 2. The parties agree that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding calculation of interest after such payment is made. Interest shall not accrue after the date on which Purchaser makes any payment that constitutes full payment of the unpaid Purchase Price.

4. **Merchandise Credit.** In addition to the Purchase Price set forth above, and as additional consideration to induce Seller to enter into this transaction, Purchaser agrees to purchase a Menards Merchandise Credit Certificate in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), payable in immediately available funds to Seller upon execution of this Contract. Purchaser shall place or allow the placement of signs on the Property designating that the materials are from Menards, and Purchaser agrees that no other "material provider" signs will be displayed on the Property without Seller's consent. The foregoing shall not be construed to restrict the placement of signs identifying contractors or subcontractors working on the Property. This obligation shall survive the satisfaction, expiration, or termination of this Contract.

5. **Real Estate Brokers and Brokerage Commission.** Within thirty (30) days after Seller's receipt of the payment described in Section 2(A), Dennis Larson of Diversified Commercial Real Estate ("Larson") shall be paid a commission by Seller of Twenty-Seven Thousand and No/100 Dollars (\$27,000.00), and Purchaser shall not be responsible for any part of such commission. Each of the parties represents and warrants to the other that such party has not dealt with any real estate broker, real estate agent or finder in connection with this transaction other than Larson, and each of the parties hereto agrees to indemnify and save the other party harmless from any and all loss, cost and expense incurred in connection with any claim for any real estate commission or fee which arises by reason of the actions of such party. This Section shall survive the satisfaction, expiration, or termination of this Contract.

6. **Real Estate Taxes, Assessments, Transfer Taxes, Recording Charges and Fees.** Real property taxes and personal property taxes shall be pro-rated as of the date that is thirty (30) days after the date of this Contract (the "Pro-Ration Date") unless otherwise herein provided, i.e. Seller shall be charged with and pay such taxes on the Property that are payable in the current year and for that portion of taxes payable the following year calculated as of the Pro-Ration Date. Pro-ration shall be on the basis of the current tax rate and assessed valuation as of the Pro-Ration Date and shall be done on a calendar year basis. Seller shall be charged with and shall pay all assessments for municipal improvements that are a lien as of the Pro-Ration Date, including all unpaid installments thereof for public improvements that were commenced to be installed prior to the Pro-Ration Date, and payment of any other such assessments shall be Purchaser's obligation. Rents, water and sewer charges shall be pro-rated as of the date of this Contract unless otherwise herein provided. All pro-rated amounts attributable to Seller shall be a credit to the unpaid Purchase Price. Security deposits, if any shall be transferred to Purchaser. Seller will notify tenant(s) by certified mail of transfer of security deposit.

Purchaser shall pay by separate check or charge against the Purchase Price all local, county and/or state transfer taxes, recording fees, deed taxes and other similar fees due any governmental agency attributable to the transfer of the Property.

7. **Delivery of Deed and Evidence of Title.** Upon Purchaser's timely and full performance of this Contract, Seller shall execute, acknowledge and/or deliver to Purchaser the following:

- (A) A Special Warranty Deed, in recordable form, subject to the following exceptions:
- (1) Conditions, covenants, easements and restrictions of record as of the date of this Contract, and the covenant set forth in Exhibit C attached hereto and incorporated herein;
 - (2) Building and zoning laws, county and municipal ordinances, and state and federal regulations;
 - (3) The lien of real estate taxes and installments of special assessments payable by Purchaser pursuant to Section 6 of this Contract; and
 - (4) Acts of Purchaser and those parties claiming by, through and under Purchaser.
 - (5) The Declaration, as described in Section 8.
- (B) A title insurance policy in the amount of the Purchase Price, naming the Purchaser as the insured, as its interest may appear, issued by an insurer satisfactory to Purchaser.

8. **Declaration of Reciprocal Easements and Restrictive Covenants.** On or before October 1, 2016, Seller shall execute and record a Declaration of Reciprocal Easements

and Restrictive Covenants ("Declaration"), on terms acceptable to both parties, which shall provide for the following:

- A) Identification and location of any property retained by Seller, which is adjacent to the Property ("Seller's Parcel");
- B) Standards for maintenance of shared common areas by Seller, with reimbursement of costs on a land area pro-rata basis;
- C) Cross access and utility easements and temporary licenses for construction and repair;
- D) Use and development restrictions; and
- E) Any such other provisions as may be agreed to by the parties.

The parties shall use their best efforts to agree on the form of the Declaration on or before the Pro-Ration Date, provided, however, that in any event Purchaser's obligation to reimburse Seller for the Property's pro-rata share of common area maintenance costs shall commence on the Pro-Ration Date.

9. **Injury or Damage Occurring on the Property.**

- (A) **Liability.** Seller shall not be liable to Purchaser, its employees, agents, contractors, invitees or visitors for any injuries or death to said persons or damage to their property due to the condition of the Property, or due to the occurrence of any incident in or about any portion of the Property occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall be responsible and liable to Seller for any damage to the Property and for any act done thereon by Purchaser or any person coming in or on the Property by or at the request, invitation or license of Purchaser, expressed or implied. Purchaser shall indemnify, defend and hold Seller and all others having any interest in the Property and their respective officers, agents, employees, successors and assigns free and harmless from and against any and all liability, claims, demands, suits, actions, judgments, damages, fines, penalties, loss, costs and expense (including, without limitation, reasonable attorneys' fees) for injury to or death of any person or damage to property of any person or entity resulting from Purchaser's use, control or occupancy of the Property, and shall protect against such liability with public liability insurance in the amounts required herein.
- (B) **Liability Insurance.** Purchaser shall at its own expense procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property with limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate.

- (C) **Fire and Casualty Insurance.** Purchaser shall at its own expense procure and maintain fire and casualty insurance with extended coverage on the Property and all improvements located thereon in an amount not less than the Purchase Price.
- (D) **Insurance Generally.** The policies of insurance which Purchaser is required to procure and maintain pursuant to this Section 9 shall be issued by a company or companies licensed to do business in the State of Indiana, and shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall name Seller as a primary and non-contributory additional insured party, and shall provide that the insurer may not cancel or materially change coverage without at least thirty (30) days prior written notice to Seller.

10. **Condemnation.** From the date of this Contract, Purchaser shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Property for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Purchaser. Should all or any part of the Property be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Purchaser, and the net amount received for the Property value shall be paid to Seller and applied as a reduction of the unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Purchaser's. If Purchaser incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expense and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value, with Seller's net amount to be applied as a reduction of the unpaid Purchase Price.

11. **Maintenance and Repairs.** At its sole cost, Purchaser shall maintain the Property in good condition and repair, including but not limited to all electrical wiring and systems, heating and air conditioning systems, plate glass windows and doors, interior and exterior sprinkler and plumbing systems and fixtures, loading dock doors, seals and levelers, roof (including but not limited to roof flashings, heating, ventilation, air conditioning and other openings in roof, so as to prevent roof leaks and other water damage from rain and melting ice and snow to any building or other improvements located on the Property), floors and walls both structural (including but not limited to foundations, perimeter walls and load-bearing portions of the roof) and nonstructural, together with the cost of maintaining, repairing and replacing a private security system or service, repaving, repairing and restriping the parking lot, lawn and landscape maintenance and care, outdoor lighting, signs, cleaning and snow removal. Repairs shall include all replacements as needed. Purchaser will adequately contain all waste and garbage generated by its use of the Property and, at its sole cost, obtain the services of a qualified service provider for the regular removal of said waste and garbage.

12. **Waste, Alterations and Liens.** Except for the removal of fixtures and interior improvements required to improve the existing building for Purchaser's operation of the

Property, Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest therein. Prior to full payment of the Purchase Price, Purchaser shall not alter or improve the Property without the prior express written consent of Seller, which consent may be granted or denied at Seller's reasonable discretion. Notwithstanding the foregoing, and subject to the provisions of Section 7(A), Purchaser shall have the right to make improvements to the Property without Seller's consent prior to full payment of the Purchase Price provided that the total cost of such improvements does not exceed Five Thousand Dollars (\$5,000.00). Neither Purchaser nor any of Purchaser's agents, contractors, subcontractors or suppliers shall have any right to file, maintain or prosecute any mechanic's liens against the Property. In the event that Purchaser or any of Purchaser's agents, contractors, subcontractors or suppliers files a mechanic's lien against the Property, Purchaser shall be in default under this Contract. Purchaser shall have thirty (30) days to remove any such lien from the Property or to provide to Seller adequate security, as determined in Seller's sole discretion. Such security shall be in the form of a letter of credit, bond, funds deposited into escrow with an acceptable escrow agent, or funds deposited with a court in an action to commence contested legal proceedings to protect Seller's interest in the Property and cure the default. If such lien is not removed from the Property or adequate security provided within the thirty (30) day period, Seller shall be entitled to elect any remedy provided in Section 17 or to take any action required to discharge and release any liens. Purchaser shall promptly reimburse Seller for any of Seller's costs or fees, including reasonable attorneys' fees, incurred in removing any liens or adverse claims. Purchaser shall notify Seller of the name and address of each of Purchaser's agents, contractors, subcontractors and suppliers who will provide any labor, materials, or services to the Property within three (3) days of Purchaser's hiring or learning the identity of such party. Purchaser shall simultaneously provide such party with notice that no liens shall be permitted against the Property, and that Seller does not consent to and shall not be responsible for payment for any labor, materials or services furnished to the Property. Purchaser shall not alter, move, destroy or obstruct any signs which Seller may place on the Property to provide notice of the "no lien" provisions of the Contract to all potential lien claimants. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, liability, damage, costs or expense which Seller may incur with respect to any party asserting a mechanic's lien claim, it being understood and agreed that this undertaking shall survive the satisfaction, expiration, or termination of this Contract.

13. **Entire Agreement; No Warranties or Representations.** This Contract is intended as the entire agreement of the parties with respect to the subject matter herein and contains all of the terms and conditions agreed upon by the parties and supersedes all prior understandings. Any prior agreements, representations, or understandings, not expressly included herein, shall be null and void. **Purchaser warrants that it has inspected the Property, is acquainted with its condition, and will take the Property "AS IS," WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.** Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Purchaser or Purchaser's agents with respect to the square footage of the Property or the improvements thereon, the condition of the Property, its fitness for any particular purpose, or its compliance

with any laws, and Purchaser is not aware of and does not rely upon any such representation of any other party.

Purchaser represents, warrants and covenants to Seller that Purchaser has had the opportunity to independently and personally inspect the Property, and the improvements, entitlements related to the Property, and that Purchaser will have elected to go forward with the purchase of the Property based upon such personal examinations and inspections as Purchaser has deemed appropriate to make. Purchaser accepts the Property in as-is condition as of the date of this Contract and with all its faults including, without limitation, any faults and conditions specifically referenced in this Contract. No person acting on behalf of Seller is authorized to make, and by execution hereof, Purchaser acknowledges and agrees that, except as specifically provided in this Contract, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future of and to, concerning or with respect to:

- (A) The income to be derived from the Property;
- (B) The suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including without limitation any development of the Property;
- (C) The habitability, merchantability, marketability, suitability or fitness for a particular purpose of the Property;
- (D) The manner, quality, state of repair, or lack of repair, of the Property;
- (E) The nature, quality or condition of the Property including without limitation, the water, soil and geology;
- (F) The compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
- (G) The square footage of the improvements of the land or the manner, condition, or quality of the construction or materials, if any, incorporated into the Property;
- (H) Compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements including but not limited to, the Endangered Species Act, Title III of the Americans With Disabilities Act of 1990, and any other law, rule or regulation governing access by disabled persons;
- (I) The presence or absence of hazardous materials at, on, under, or adjacent to the land;

- (J) The conformity of improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Purchaser;
- (K) The conformity of the Property to past, present or future applicable zoning or building requirements;
- (L) Sufficiency or deficiency of any undershoring;
- (M) Sufficiency or deficiency of any drainage;
- (N) The fact that all or a portion of the Property may be located on or near a flood zone or fault line;
- (O) The existence of land use, zoning or building entitlements affecting the Property; or
- (P) Any other matter concerning the Property, except as may be otherwise expressly stated herein, including any and all such matters referenced, discussed or disclosed in any documents delivered by Seller to Purchaser, in any public records of any governmental agency or entity or utility company, or in any other documents available to Purchaser.

Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property and to review information and documentation affecting the Property, Purchaser is relying solely on its own investigation of the Property and review of such information and documentation, and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information made available to Purchaser or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor its agent has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be expressly provided herein. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property or the operation thereof furnished by any of the foregoing entities and individuals or any other individual or entity, except as specifically set forth in this Contract. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis, with all faults, and that Seller has no obligations to make repairs, replacements or improvements, and no liability whatsoever for damages and without relying on any warranties, representations, or statements made to it by Seller, except as specifically set forth in this Contract. Purchaser hereby releases and discharges and covenants not to sue Seller and Seller's affiliates, employees, successors, assigns, heirs and agents, and representatives from and against all claims, liabilities, demands, orders, governmental requirements or directives, judgments, damages, losses and claims (collectively, "Claims") arising from or related to the following: (i) any Hazardous Materials in, on, beneath, discharged

from or migrating from, discharged to or migrating to the Property, including the soil or groundwater thereof; (ii) any use, generation, handling, treatment, storage, transportation, or disposal of Hazardous Materials at or from the Property; and (iii) any other latent or patent defect affecting the Property (collectively, "Released Matters"); notwithstanding the foregoing, however, the Released Matters shall not include claims arising from Hazardous Materials released in, on, under, beneath or across the Property by Seller after the date of this Contract. In connection with such waiver and relinquishment, Purchaser acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is its intention to fully, finally and forever settle and release all of the Released Matters in accordance with the provision of this Section. The foregoing release of Claims shall be binding on Purchaser and its successors and assigns and shall survive Purchaser's full performance of this Contract.

As used herein, the term "Hazardous Materials" means any material, waste, chemical or byproduct that is or hereafter is defined or designated under Environmental Laws (as defined below) as a pollutant or as a contaminant, a hazardous or toxic substance or waster, or any other unwholesome, hazardous, toxic or radioactive substance, water, chemical or byproduct, or which is regulated or restricted by any Environmental Law (including without limitation, petroleum hydrocarbons and any distillates or fractions thereof, polychlorinated biphenyl and asbestos containing materials). As used herein, the term "Environmental Law" shall include without limitation the Indiana Responsible Property Transfer Law (IC 13-25-3) as amended, the Comprehensive Environmental Response, Compensation and Liability act of 1980 (42 U.S.C. § 9601, et seq.) as amended, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.) as amended, and all regulations under them, any applicable federal, state, local or foreign law (including common law), statute, regulation, rule, ordinance, permit, license, order, requirement, agreement of approval, or any determination, judgment, directive or order of any executive or judicial authority at any federal, state or local level (whether existing or subsequently adopted or promulgated) relating to pollution or protection of the environment, natural resources, flora, fauna, or public or worker health safety.

Purchaser shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Purchaser, its employees, agents, contractors or invitees, without the prior written consent of Seller, except that it is understood and agreed that Purchaser may use, keep and store on the Property all such materials and products that are customarily used in connection with the operation of a restaurant, provided that such materials and products will always be used, kept, handled, stored and disposed of by Purchaser in a manner that strictly complies with all Environmental Laws regulating the use, handling, storage and disposal of all such materials and products so brought upon, used, handled, kept, or stored in or about the Property which constitute Hazardous Material or are otherwise regulated in any way. Purchaser covenants to comply at all times during the term of this Contract with all Environmental Laws and shall indemnify and hold Seller harmless from and against any and all claims, liability, damage, costs or expense which Seller may incur by reason of the Purchaser's breach or violation of the conditions and obligations of this Section. This indemnification by Purchaser includes without limitation costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local

governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Property or any other property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property or any other property caused or permitted by Purchaser results in any contamination of the Property, Purchaser shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction or release of any such Hazardous Material thereon; provided that Purchaser must first obtain Seller's approval of such actions. The foregoing indemnification of Seller by Purchaser shall survive the satisfaction, expiration, or termination of this Contract.

14. **Assignment.** If all or any part of the Property, Purchaser's interest therein or Purchaser's interest in this Contract is sold or assigned without Seller's prior written consent, the entire unpaid balance of the Purchase Price and all other sums due hereunder shall be due and payable immediately in full at Seller's option, except, however, that Purchaser may assign its rights and interests to any entity controlled by Purchaser or any of its members.

15. **Inspection.** Seller or Seller's agents and designees shall be permitted to enter and inspect the Property at any reasonable time.

16. **Default.** Time is of the essence of this Contract. Upon the occurrence of any Event of Default, as defined below, Seller shall have the right to immediately pursue any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Property.

The following shall each constitute an Event of Default for purposes of this Contract:

- (A) Failure by Purchaser for a period of five (5) days to pay any payment required to be made by Purchaser to Seller under this Contract when and as it becomes due and payable;
- (B) Lease or encumbrance of the Property or any part thereof by Purchaser, other than as expressly permitted under this Contract;
- (C) Causing or permitting by Purchaser of the making of any lien, levy, seizure or attachment on or of the Property or any part thereof;
- (D) Occurrence of an uninsured loss with respect to the Property or any part thereof;
- (E) Institution of insolvency proceedings against Purchaser, or the adjustment, liquidation, extension, composition or arrangement of debts of Purchaser, or for any other relief under any insolvency law relating to the relief of debtors; or Purchaser's assignment for the benefit of creditors or admission in writing of its inability to pay its debts as they become due; or administration by a receiver or similar officer of any part of the Property;
- (F) Desertion or abandonment by Purchaser of any portion of the Property;

- (G) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Property, except as permitted by this Contract; and
- (H) Failure by Purchaser, for a period of fourteen (14) days after written notice is given to Purchaser, to perform or observe any other covenant or term of this Contract.

17. **Seller's Remedies.** Upon the occurrence of an Event of Default, as defined above, Seller shall elect its remedy from one of the following:

- (A) Seller may declare this Contract forfeited and terminated, and upon such declaration, all rights, title and interest of Purchaser in and to the Property, all rents there from and all escrow account balances shall immediately cease, and Purchaser shall then be considered as a tenant holding over without possession and Seller shall be entitled to re-enter and take immediate possession of the Property and to eject Purchaser and all persons claiming to be under it. Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Purchaser all or any of the following:

- (1) Possession of the Property;
- (2) Any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Property is recovered;
- (3) Interest on the unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller, whichever shall occur first, provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 17(A)(2) above;
- (4) Due and unpaid real estate taxes, assessments, charges and penalties which Purchaser is obligated to pay under this Contract;
- (5) Premiums due and unpaid for insurance which Purchaser is obligated to provide under this Contract;
- (6) The reasonable cost of repair of any physical damage or waste to the Property other than damage caused by ordinary wear and tear and acts of God or public authorities; and
- (7) Any other amounts which Purchaser is obligated to pay under this Contract.

- (B) In the event Purchaser has substantial equity in the Property when an Event of Default occurs, then this Contract shall be considered the same as a promissory

note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law. The parties agree that after Purchaser has paid One Hundred Thousand and No/100 Dollars (\$100,000.00) of the Purchase Price, Purchaser shall have substantial equity in the Property.

18. Seller's Default and Purchaser's Remedies.

- (A) If Seller fails to convey the Property as required by this Contract, Purchaser may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist by law; or Purchaser may pursue such other remedy as is available at law or in equity.
- (B) If, after thirty (30) days notice from Purchaser, Seller fails to make any payment required of it under this Contract or to perform or observe any other covenants or agreements, Purchaser shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this Subsection shall interfere with or affect Purchaser's right to any reduction, set-off or credit to which Purchaser may be entitled in the event of Seller's failure to pay amounts required of it pursuant to this Contract.

19. General Agreements.

- (A) This Contract shall be dated, effective and binding as of the date of last execution, shall bind and inure to the benefit of the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws under the State of Indiana.
- (B) Headings are for reference only, and do not affect the provisions of this Contract. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.
- (C) A memorandum of this Contract in a form acceptable to the parties may be recorded and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded.
- (D) The failure or omission of either party to enforce any of its right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of its rights or remedies upon any subsequent default. The acceptance of any payment by Seller at any time when Purchaser is in default of any covenant or condition hereof shall not be deemed or construed as a waiver of such default or of Seller's right to terminate this Contract, or exercise other rights and remedies, on account of such default.
- (E) Any notice, demand, request or other communication to be given hereunder shall

be in writing and deemed sufficiently given when (1) served on the party to be notified, or (2) placed in an envelope directed to the party to be notified and deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

If to Seller: Menard, Inc.
 Attn: Properties Division
 5101 Menard Dr.
 Eau Claire, WI 54703

If to Purchaser: 1229-165th-LLC
 Attn: MINAS E. LITOS
 16310 S. LACRANCE RD
 ORLAND PARK, IL 60462

- (F) In computing a time period prescribed in this contract, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.
- (G) Both parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Contract or any of its terms or conditions, there shall be no inference, presumption or conclusion whatsoever drawn against either party by virtue of that party having drafted this Contract or any portion thereof.

**This Document is the property of
SIGNATURES APPEAR ON FOLLOWING PAGE(S)**



CONTRACT FOR DEED

Signature Page of 1229-165th-LLC

IN WITNESS WHEREOF, the undersigned has executed this instrument.

EXECUTED ON: 1229-165th-LLC

5.13, 2011

By: 

Name: MENAS E. LITOS

Title: MANAGING MEMBER

ACKNOWLEDGEMENTS

STATE OF INDIANA)

COUNTY OF LAKE)^{ss.}

On this 13 day of MAY, 2011, before me a Notary Public within and for said County and State, personally appeared MENAS E. LITOS, to me personally known, who, being by me duly sworn did say that he/she is the MANAGING MEMBER of 1229-165th-LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and _____ acknowledged said instrument to be the free act and deed of 1229-165th-LLC.

DENNIS R LARSON
NOTARY PUBLIC
SEAL
STATE OF INDIANA


Notary Public



CONTRACT FOR DEED

Signature Page of Menard, Inc.

IN WITNESS WHEREOF, the undersigned has executed this instrument.

EXECUTED ON:

MENARD, INC.

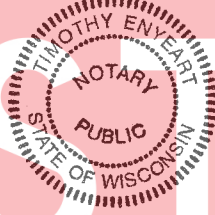
May 16, 2011

By *Theron J. Berg*
Theron J. Berg
Real Estate Manager

ACKNOWLEDGEMENT

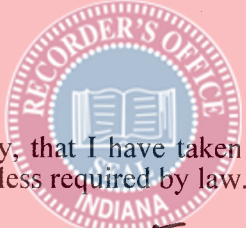
STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this 16th day of May, 2011, before me, a Notary Public within and for this County and State, personally appeared Theron J. Berg, to me personally known, who, being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation by authority of its Board of Directors and that Theron J. Berg, Real Estate Manager acknowledged this instrument to be the free and voluntary act and deed of Menard, Inc.



Timothy Enyeart
Notary Public, Eau Claire County
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:
Timothy Enyeart, Corporate Counsel
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703



I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Timothy Enyeart
Timothy Enyeart, Corporate Counsel

EXHIBIT A
Description of Property

Lot 2 in Menards Commons Addition to the City of Hammond, as per the plat thereof recorded October 28, 2009 as Document No. 2009072332 in the Office of the Recorder, Lake County, Indiana.

Common Address: 1229-1231 165th Street, Hammond, Indiana

Tax Parcel Number: 45-07-06-451-008.000-023



EXHIBIT B

Permitted Uses: The Property shall be used only for retail sales, offices, restaurants, or other commercial purposes. No use shall be permitted in the shopping center which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted without the prior written consent of Menard, Inc., which consent may be granted or withheld in the sole and absolute discretion of Menard, Inc.:

- A) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the shopping center, this provision shall not prohibit normal cooking odors which are associated with a first-class restaurant operation;
- B) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- C) Any "second hand" store or "surplus" store, thrift shop or other business principally engaged in the sale of used merchandise;
- D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard, this provision shall not prohibit the temporary of construction trailers during periods of construction, reconstruction or maintenance;
- E) Any dumping, disposing, incineration, or reduction of garbage, exclusive of garbage compactors located near the rear of any building;
- F) Any fire sale, going out of business sale, bankruptcy sale, unless pursuant to a court order, or auction house operation;
- G) Any automobile, truck, trailer, or recreational vehicles sales, leasing, display, body shop or repair operation, the foregoing restriction shall not preclude the operation of a gas station/ convenience store facility;
- H) Any bowling alley or skating rink;
- I) Any movie theater, night club, or live performance theater;
- J) Any living quarters, sleeping apartments or lodging rooms;
- K) Any veterinary hospital or animal raising facility, the foregoing restriction shall not prohibit pet shops or pet supply stores and veterinary services which are incidental thereto;
- L) Any mortuary, funeral home, or crematory;
- M) Any adult book store, adult video store, adult movie theater or other establishment selling,

renting, or exhibiting pornographic materials or drug-related paraphernalia, the foregoing restriction shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public;

- N) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenue of such business; provided, the foregoing restriction shall not preclude the operation of restaurants of the type operated under the trade names "Applebee's", "Buffalo Wild Wings", Chili's", "Ruby Tuesday", and "TGI Friday's";
- O) Any health spa, fitness center, or athletic facility which occupies more than five thousand (5,000) square feet in floor area;
- P) Any flea market, amusement or video arcade, pool or billiard hall, tattoo parlor, or dance hall, the foregoing shall not prohibit a restaurant from including three (3) or fewer video games as an incidental use to its operation;
- Q) Any training or educational facility, including, but not limited to, beauty school, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, the foregoing provision shall not prohibit on-site employee training by an occupant incidental to the conduct of its business at the shopping center;
- R) Any church, school, day care center, or related religious or educational facility or religious reading room;
- S) Any massage parlor, the foregoing provision shall not prohibit massages in connection with a beauty salon, health club, or athletic facility;
- T) Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls, the foregoing provision shall not prohibit government sponsored gambling activities or charitable gambling activities if such activities are incidental to the business operation being conducted by the occupant; and
- U) Any business specializing in gardening or gardening products or any business specializing in home improvement products, including for example hardware stores, appliance stores, carpet, tile or flooring stores, plumbing stores, lighting or electrical stores, farm supply stores, lawn and garden stores, or as a home center business similar to Menard's business, including for example Orschlen Farm & Home Supply, Rural King Supply, Tractor Supply, Ace Hardware, ACO Hardware, Builder's FirstSource, Busy Beaver Building Centers, Do It Best, 84 Lumber Company, Harbor Freight Tools USA, The Home Depot, Lampert Yards, Lowe's, LumberJack Building Centers, Sears, Sutherland

Lumber, True Value, Charles Kirchner & Sons, Consolidated Lumber, Mills Fleet Farm, Farm & Fleet, National Home Centers, R.P. Lumber Company, Riggs Supply Company, Running Farm & Fleet, Seigle's, Stock Building Supply, Theisen Supply, United Building Centers, Bomgaars, Buchheit, Farm King Supply, Olney Rural King Supply, or Big R Stores.



EXHIBIT C
Deed Covenant

Site Development Approval: In order to insure that the area consisting of Seller's adjacent property and the Property is developed and maintained as a cohesive development, that the development of the Property does not have an adverse impact upon the visibility of the Seller's property and that the parking, access and circulation areas can accommodate an orderly flow of traffic to and from the respective properties, the Seller, its successors and assigns, reserve the right to approve or disapprove, in writing, the plans, use, and specifications for any and all development of the Property. The Property shall not be sub-divided or split into multiple lots. Purchaser must improve, develop and maintain the entire parcel with either a building, parking facilities or landscaping in order to avoid the appearance of any vacant or undeveloped areas on the Property. No building, structure, or other improvement shall be erected, materially altered or placed upon the Property unless the use, plans, specifications and site development plans are approved by Seller, which approval or disapproval shall be at Seller's sole discretion. Seller shall approve or disapprove any plans or specifications within thirty (30) days after its receipt of such plans or specifications and Purchaser's request for review, and failure to approve or disapprove within thirty (30) days shall constitute approval. This restriction shall run with the land for a period of twenty (20) years.

