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SECOND AMENDMENT TO CONTRACT FOR DEED

THIS SECOND AMENDMENT TO CONTRACT FOR DEED (hereinafter referred to as the "Second Amendment") is entered into as of the 29th day of July, 2011, by and between Menard Inc., a Wisconsin corporation, as Seller, and 1229-165th-LLC, an Indiana limited liability company, as Purchaser.

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into that certain Contract for Deed with an effective date of May 16, 2011, as amended (the "Contract"), pursuant to which Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, a parcel of land located in the City of Hammond, County of Lake, State of Indiana, subject to the terms and conditions set forth in the Contract;

WHEREAS, Seller and Purchaser desire to enter into this Second Amendment to modify certain terms and provisions of the Contract in connection therewith, all as more particularly set forth herein below;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Insofar as the terms and provisions of this Second Amendment purport to amend or modify or are in conflict with the terms, provisions and exhibits of the Contract, the terms and provisions of this Second Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Contract shall remain unmodified and in full force and effect. This Second Amendment is incorporated into and made part of the Contract, and any and all references to the Contract shall hereafter mean the Contract as amended by this Second Amendment. All capitalized terms that are used but not defined in this Second Amendment shall have the respective meanings given to such terms in the Contract.

2. Section 1.A is hereby deleted and replaced with the following:

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 on or before August 8, 2011, this contingency shall be automatically waived.

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AMOUNT \$ 1400
CASH _____ CHARGE FR
CHECK # _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK AM

028396

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 AUG 18 10 57 AM

2011 045495

920111680 FIDELITY HO

FILED AUG 18 2011 REGGY HOLINGA KATONA LAKE COUNTY AUDITOR


IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

EXECUTED ON:

SELLER: MENARD, INC.

This 28th day of July, 2011

By:

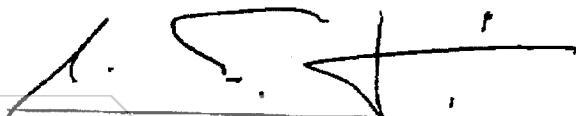

Theron J. Berg
Real Estate Manager

EXECUTED ON:

PURCHASER: 1229-165TH-LLC

This 28th day of July, 2011

By:


Minas E. Litos
Managing Member

