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**THIRD AMENDMENT TO CONTRACT FOR DEED**

THIS THIRD AMENDMENT TO CONTRACT FOR DEED (hereinafter referred to as the "Third Amendment") is entered into this 5 day of August, 2011, by and between **Menard, Inc.**, a Wisconsin corporation with offices at 5101 Menard Drive, Eau Claire, WI 54703, (hereinafter referred to as "Menard") and **1229 165<sup>th</sup> LLC**, an Illinois limited liability company (hereinafter referred to as "1229").

WITNESSETH:

WHEREAS, Menard and 1229 entered into that Contract for Deed dated May 16, 2011, pursuant to which Menard has contracted to sell and 1229 has contracted to purchase real estate described as 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, and the Improvements thereof. Parcel is listed for tax purposes as Tax Parcel Number 45-07-06-451-008.000-023.

WHEREAS, Menard agrees to pay any taxes for the year 2010, payable in 2011 (the second installment of \$19,003.40).

WHEREAS, Menard and 1229 desire to prorate taxes for the year 2011, payable in 2012.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties hereby agree as follows:

Both parties hereby acknowledge that the taxes for the parcel described in the recitals shall be paid as follows:

- (A) Menard shall pay the second (2<sup>nd</sup>) installment of taxes for the year 2010, payable on or before November 10, 2011, at closing.
- (B) Menard and 1229 shall pay prorated shares of taxes for 2011, payable in 2012. Taxes shall be prorated as of August 5<sup>th</sup>, 2011. Menard shall pay the first (1<sup>st</sup>) installment and 1229 shall pay the second (2<sup>nd</sup>) and Menard shall reimburse 1229 for its prorated share upon receipt of proof of payment by 1229.
- (C) 1229 shall pay all future taxes, starting with taxes for the year of 2012, and provide proof of payment on or before date taxes are due.

The parties hereby agree to cooperate in order to ensure that each party has a copy of their respective tax bills and to ensure the prompt payment of those taxes in keeping with the above calculations. Any failure to make a timely payment which results in a late fee will be paid by the responsible party.

This Tax Agreement shall survive the closing of the sale and purchase of the parcel. Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of any provisions of this Agreement, the prevailing party therein shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to whatever other relief the prevailing party may be entitled. This Agreement shall be

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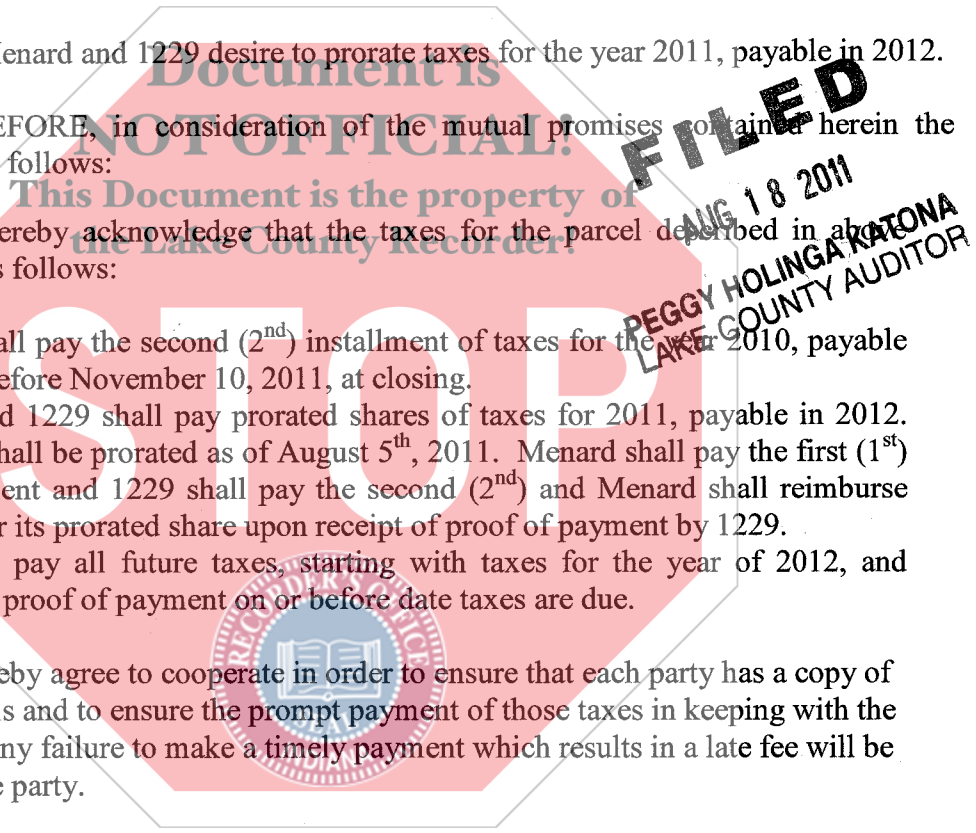
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LAKE COUNTY AUDITOR

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interpreted, applied and enforced under and pursuant to the laws of the State of Indiana.

All other terms and dates from the aforementioned agreement will remain unchanged.

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

EXECUTED ON: 1229 165<sup>th</sup> LLC

This \_\_\_\_ day of August, 2011

By: \_\_\_\_\_

Name: \_\_\_\_\_

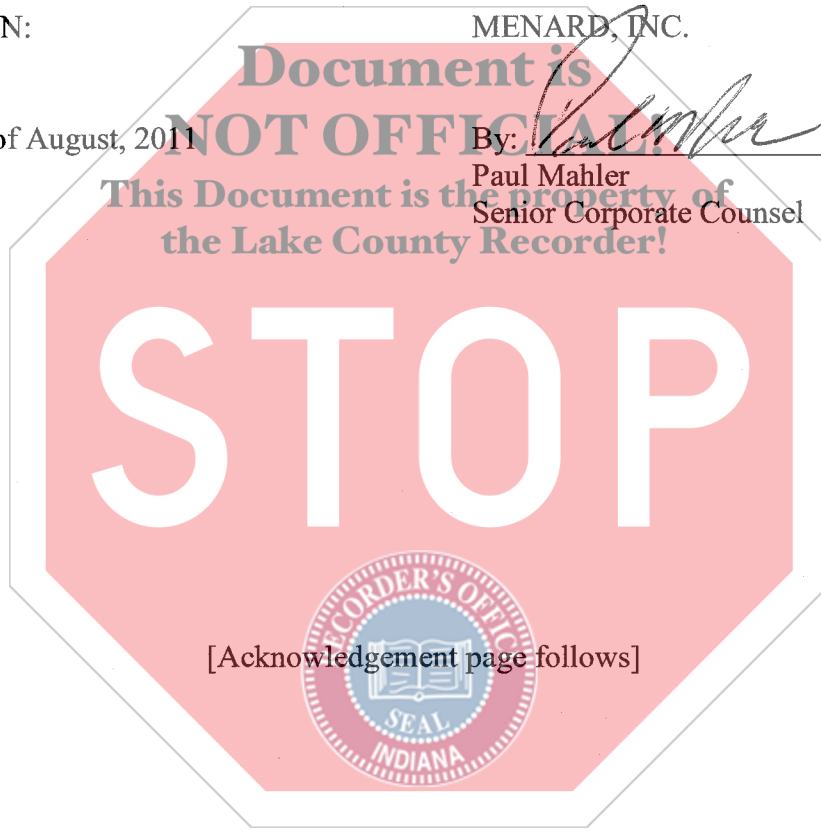
Its: \_\_\_\_\_

EXECUTED ON: MENARD, INC.

This 9 day of August, 2011

By:  \_\_\_\_\_

Paul Mahler  
Senior Corporate Counsel



[Acknowledgement page follows]

**ACKNOWLEDGEMENT**


STATE OF \_\_\_\_\_ )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation/general partnership/limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the corporation/general partnership/limited liability company and \_\_\_\_\_ acknowledged the instrument to be the free act and deed of the corporation/general partnership/limited liability company.

Notary Public \_\_\_\_\_ County  
My Commission: \_\_\_\_\_

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

On this 5<sup>th</sup> day of August, 2011, before me, a Notary Public within and for this County and State, personally appeared Paul Mahler, to me personally known, who, being by me duly sworn did say that he is the Paul Mahler 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 Paul Mahler, Senior Corporate Counsel, acknowledged this instrument to be the free and voluntary act and deed of Menard, Inc.

  
\_\_\_\_\_  
Notary Public, Eau Claire County  
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:  
Sarah Driever, 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.

  
\_\_\_\_\_  
Sarah Driever, Corporate Counsel

interpreted, applied and enforced under and pursuant to the laws of the State of Indiana.

All other terms and dates from the aforementioned agreement will remain unchanged.

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

EXECUTED ON:

1229 165<sup>th</sup> LLC

This 5<sup>th</sup> day of August, 2011

By: 

Name: MINAS E. LITOS

Its: MNC MEMBER

EXECUTED ON:

MENARD, INC.

This 5 day of August, 2011

By: 

Paul Mahler

Senior Corporate Counsel

**This Document is the property of the Lake County Recorder!**

**STOP**

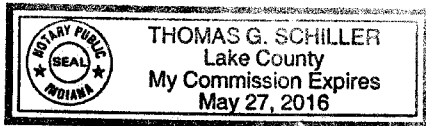
[Acknowledgement page follows]



ACKNOWLEDGEMENT

STATE OF Indiana )  
 )ss.  
COUNTY OF Lake )

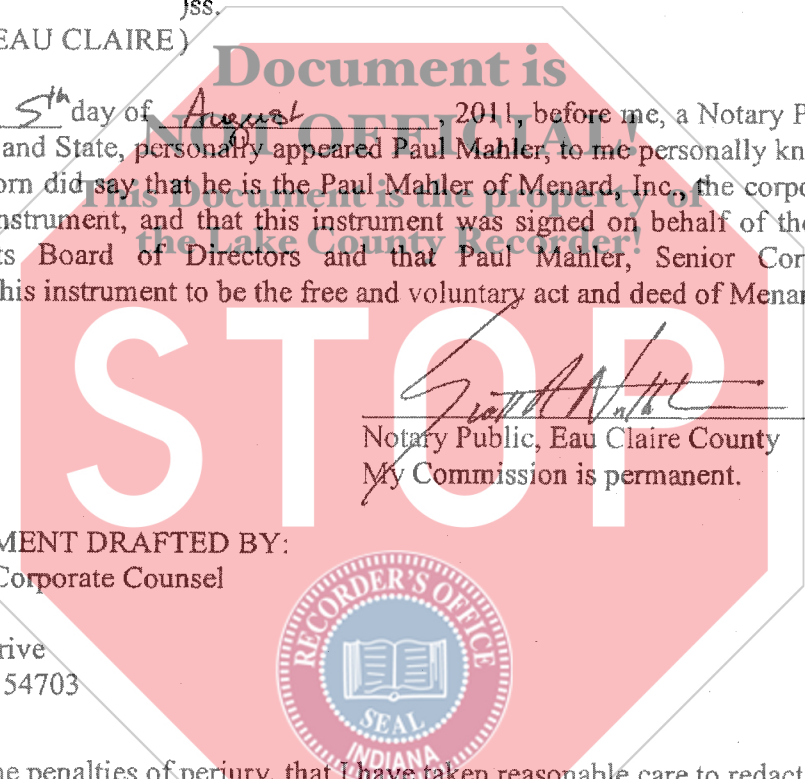
On this 05 day of August, 2011, before me a Notary Public within and for said County and State, personally appeared Minas E. Litos, to me personally known, who, being by me duly sworn did say that he/she is the Managing Member of 1229 165th LLC, the corporation/general partnership/limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the corporation/general partnership/limited liability company and acknowledged the instrument to be the free act and deed of the corporation/general partnership/limited liability company.



[Signature]  
Notary Public Lake County  
My Commission: 05/27/2016

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

On this 5<sup>th</sup> day of August, 2011, before me, a Notary Public within and for this County and State, personally appeared Paul Mahler, to me personally known, who, being by me duly sworn did say that he is the Paul Mahler 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 Paul Mahler, Senior Corporate Counsel, acknowledged this instrument to be the free and voluntary act and deed of Menard, Inc.



[Signature]  
Notary Public, Eau Claire County  
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:  
Sarah Driever, 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.

Sarah Driever  
Sarah Driever, Corporate Counsel