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Cook County Recorder

\$7.00

ADDENDUM TO ARTICLES OF AGREEMENT FOR DEED

THIS ADDENDUM is made and entered into this 27th day of April, 2002 by and among Seller and Buyer and amends and supplements that certain DuPage County Bar Association form Articles of Agreement for Deed pertaining to certain real property with a street address of 224 East Ontario, Chicago, Illinois 60611, and entered into by Seller and Buyer on March 19, 2002 which is hereby accepted by Seller and Buyer, subject to the following terms and conditions:

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36. Integrated Document. The printed form appearing at the front of this Addendum to Articles of Agreement For Deed and this Addendum to Articles of Agreement for Deed ("Addendum") shall constitute a single integrated document containing the entire agreement between Seller and Buyer relating to the subject transaction. All references in any part of the integrated document to this Addendum or to the form Articles of Agreement For Deed, shall be deemed to include the whole, single integrated document as is defined in this Paragraph 36. In the event of any inconsistency between any provision of the form Articles of Agreement for Deed and a provision of this Addendum, the provision of the Addendum shall prevail and be given controlling effect. The form Articles of Agreement for Deed and this Addendum are sometimes collectively referred to herein as the "Agreement."

37. Notwithstanding anything contained in the Agreement to the contrary, Seller may assign his interest herein to an Illinois limited liability company, at any time prior to the initial closing date.

38. At the initial closing, Seller shall assign to Buyer all leases and tenancies with respect to the premises as set forth in Exhibit B attached hereto.

39. Covenants of Buyer.

1.1 Indemnification

Buyer hereby covenants to indemnify, defend and hold Seller, its affiliates, employees, officers, directors, agents and representatives harmless from and against any and all losses, costs, expenses, liabilities, penalties, claims, and other damages, including, but not limited to, reasonable attorney's fees and other costs and expenses, including reasonable costs of investigation, reasonably incurred and resulting from any and all losses, liabilities or damages resulting from Buyer's operations on the premises subsequent to the initial closing date, including any and all liabilities arising under tenants' operations on the premises which relate to events occurring subsequent to the initial closing date.

BOX 333-CTN

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1.2 Notice.

In the event Seller becomes aware of circumstances which would entitle it to indemnification by Buyer hereunder, the Seller shall give Buyer prompt written notice, with reasonable detail, of such claim. Upon receipt of such notice by Buyer, Buyer shall have the option of defending against such pending litigation (or other action, administrative or otherwise) through engagement of legal counsel of its choice. Buyer's choice of legal counsel must be acceptable to Seller in Seller's reasonable discretion. In the event Buyer elects to defend, Buyer shall keep Seller fully informed on a timely basis of the status of the pending litigation.

1.3 Buyer's Defense.

In the event that Buyer elects to defend and is unsuccessful in such defense, it shall promptly pay any and all losses, costs, expenses, liabilities, penalties, claims and other damages as described above, including but not limited to, reasonable attorney's fees and other costs and expenses associated with the pending litigation or other action being so defended.

1.4 Seller's Defense.

In the event Buyer elects not to defend and Seller defends, but is unsuccessful, then Buyer shall promptly pay any and all losses, costs, expenses, liabilities, penalties, claims and other damages, as described above, including, but not limited to, reasonable attorney's fees and other costs and expenses incurred, including reasonable costs of investigation; provided, however, that in the event that Buyer elects not to defend and Seller defends successfully, then Buyer shall promptly pay to Seller any and all costs and expenses incurred, including, but not limited to, reasonable attorney's fees and other costs and expenses incurred, including reasonable costs of investigation.

1.5 Buyer's Reimbursement of Seller

Buyer shall reimburse Seller on demand for any payment made by Seller at any time after the initial closing date, based on the final judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demand or actions with respect to any damages to which the foregoing indemnification relates.

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40. Representations and Warranties of Buyer. As a material inducement to Seller to enter into this Agreement, Buyer hereby represents and warrants to Seller, as follows:

(a) Buyer is comprised of two (2) individuals currently residing at _____, and has full power and authority to execute and deliver this and Agreement and the closing documents, and to perform its obligations hereunder and thereunder;

(b) This Agreement and the closing documents, when executed and delivered, shall constitute a valid and binding agreement of Buyer enforceable against Buyer, jointly and severally, in accordance with their respective terms;

(c) No authorization or approval of, or filing with, any person, entity, or authority shall be required in connection with the execution and delivery of this Agreement or the transactions contemplated by this Agreement; and

(d) Except as may be specifically set forth herein, Buyer agrees that: (a) they have entered into this Agreement without any warranties, guaranties, representations, promises or inducements having been made by Seller, any representative, agent, employee, officer, director, shareholder, trustee or partner of Seller or any real estate broker, except as herein expressly set forth; and (b) it shall accept the Property in its current "AS IS" physical condition at the initial closing date.

41. Buyer's Conduct Pending Final Closing. From and after the initial closing date through final closing:

(a) Buyer shall keep in full force and effect the existing fire and extended or "all risk" insurance coverage on the premises and public liability insurance with respect to damage or injury to persons or property occurring on the premises in amount and scope of coverage similar to that which it has previously maintained.

(b) Buyer shall not amend or cancel any contracts affecting the premises without, in each such instance, obtaining the prior written consent of Seller.

(c) Buyer shall not hereafter contract for any services, or make or enter into any new leases, commitments or obligations with respect to the premises, without obtaining Seller's prior written consent.

(d) Buyer shall not waive or lease any material right which would otherwise accrue to Seller after the initial closing date.

(e) Buyer shall maintain the premises in its present condition until the final closing. All necessary maintenance and repairs prior to final closing shall be made by Buyer at its sole cost and expense. The premises will be in substantially the same

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condition at final closing, ordinary wear and tear and loss from fire or other casualty excepted.

(f) Seller shall not create any easement or deed restriction whatsoever on the Property.

42. Representations, Warranties and Covenants Survive Closing. All of the provisions of this Agreement and the closing documents and all of the representations, warranties, considerations, and agreements contained herein shall survive the initial closing date.

43. Subparagraph 3(f) is hereby deleted in its entirety.

44. The phrase "forfeited by the Buyer" appearing at the end of subparagraph 8(d) is hereby deleted and in substitution therefore shall appear "received by and payable to Seller as liquidated and agreed upon damages and not as a penalty."

45. The following sentence shall be added to the end of Paragraph 12 hereof: "Any escrow created hereunder shall be opened and maintained by Chicago Title Insurance Company at its main office in Chicago."

46. Subsections 13(c) and 13(c) sic of the Agreement are hereby deleted in their entirety.

47. The following is hereby added to the Agreement as subsection 16(c):

"(c) All risk of loss shall be assumed by Buyer from and after the initial closing date, Buyer shall at all times maintain in full force and effect, a blanket coverage general liability insurance to cover property damage and personal injury loss, in amounts of not less than \$3,000,000 per occurrence and not less than \$5,000,000 in the aggregate by insurance companies licensed to do business in Illinois, and having a rating of at least "AA or equivalent by A.M. Best or Standard & Poor's. Such policies shall provide at least thirty (30) days notice prior to cancellation, which notice shall be provided to Seller."

48. The following is hereby added to the Agreement as subsection 16(d).

"(d) All policies of insurance shall name the Seller as an additional insured party and certificates of all such insurance policies shall be delivered to Seller on the initial closing date and upon each policy renewal date thereafter."

49. The word "forfeiture" is hereby deleted from subsection 19(b) of the Agreement.

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50. The clause “forfeit the Buyer’s interest under this Agreement” appearing in Subsection 21(a)(iii) of the Agreement is hereby deleted and in substitution therefor shall appear the following:

“(iii) terminate this Agreement and receive the earnest money deposit and”

51. The phrase “forfeited and determined” in subparagraph 21(e) of the Agreement shall be deleted and in substitution therefor shall appear the word “terminated”.

52. Subparagraph 22(a) shall be deleted in its entirety and in substitution therefore shall appear the following:

“(a) Attorney’s Fees. In the event any signatory hereto employs legal counsel to enforce or sue for a breach of any provision of this Agreement or the Escrow, the prevailing party shall be entitled to recover all fees, charges, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) incurred in connection therewith whether or not suit is brought thereon or, if brought, prosecuted to judgment.”

53. Entire Agreement. This Agreement (a) constitutes the entire agreement by Seller to sell and Buyer to purchase the subject premises; all prior promises and understandings (whether written or oral, express or implied), if they ever existed, having been superseded hereby or merged herein.

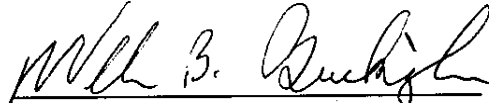
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IN WITNESS WHEREOF, the parties hereto have signed three (3) counterparts of this Agreement, each of which shall be deemed to be an original document, as of the date set forth above.

SELLER:

224 East Ontario, LLC, an Illinois
limited liability company

By:



William B. Buckingham, its Manager

BUYER:



Daniel Giljen



Jasmin Mihaljeic

Property of Cook County Clerk's Office

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State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, Daniel J. Giljen and Jasmin Mihaljcic, respectively who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of April 2002.

Commission expires: 08-01-03



Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, 224 East Ontario, LLC, an Illinois limited liability company, by William B. Buckingham, its Manager, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager acknowledged that he signed the same on behalf of said limited liability company and delivered said instrument as his own free and voluntary act and on behalf of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of April 2002.

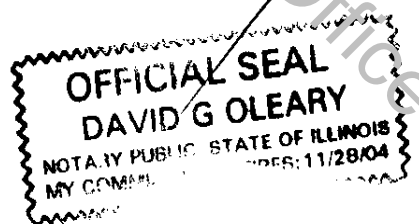
Commission expires:



Notary Public

This instrument was prepared by:

Martin S. Hall
Shaheen, Novoselsky, Staat & Filipowski, P.C.
20 North Wacker Drive, Suite 2900
Chicago, IL 60606-3192



Mail this instrument to:

Martin S. Hall
Shaheen, Novoselsky, Staat & Filipowski, P.C.
20 North Wacker Drive, Suite 2900
Chicago, IL 60606-3192

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EXHIBIT A

Description of Land

224 East Ontario, Chicago, Illinois

The West 20 Feet of Lot 14 in the Subdivision of the West 394 Feet (except the East 14 Feet of the North 80 Feet thereof) in Block 32 in Kinzie's Addition to Chicago, in the North ½ of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P. I. N.

17-10-203-045

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