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(Rev. 12/4/00)

LIS PENDENS NOTICE CCG 0066

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

0020697470

4610/0113 11 001 Page 1 of 18
2002-06-21 17:13:24
Cook County Recorder 55.50

NANCY M. JOHNSON

plaintiff



0020697470

v.

KYLE D. GARNER and IT'S REAL, INC.

defendant

No. 02 L 006061

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled cause was filed in my office on the 13th day of May, 2002 and is now pending in said court and that the property affected by said cause is described as follows:

THE WEST 15 FEET OF LOT 28 AND THE EAST 5 FEET OF LOT 29 IN WARD'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 427 East 44th Street, Chicago, Illinois 60653

P.I.N. # 20-03-407-021

in Cook County, Illinois.

Witness my hand and the seal of said court.

Atty. No.: 14503

Name: Tressler, Soderstrom, Maloney & Priess

Atty. for: Plaintiff

Address: 233 South Wacker Drive, 22nd Floor

City/State/Zip: Chicago, Illinois 60606

Telephone: (312) 627-4000

DONE AT CUSTOMER'S REQUEST

Clerk of the Circuit Court

By _____

Deputy Clerk

GEORGE E. COLE® No. 822 REC
LEGAL FORMS February 1996

QUIT CLAIM DEED
Statutory (Illinois)
(Individual to Individual)

20697470

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR(S)
Kyle D. Garner, A Single man never married; and Nancy Johnson, a Single woman never married
of the City Chicago of Chicago County of Cook State of Illinois for the consideration of ten and no/100 DOLLARS, and other good and valuable considerations in hand paid, CONVEY(S) and QUIT CLAIM(S) TO Kyle D. Garner, 19709 Lake Shore Drive, Lynwood, IL 60411
(Name and Address of Grantees)

3
4
0

all interest in the following described Real Estate, the real estate situated in Cook County, Illinois, commonly known as 427 East 44th Street (st. address) legally described as:
THE WEST 15 FEET OF LOT 28 AND THE EAST 5 FEET OF LOT 29 IN WARD'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.
Permanent Real Estate Index Number(s): 20-03-407-021
Address(es) of Real Estate: 427 EAST 44TH STREET, CHICAGO, IL 60653

DATED this: 11 day of December, 2001

Please print or type name(s) below signature(s)
Kyle D. Garner (SEAL) Nancy Johnson (SEAL)

(SEAL) (SEAL)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KYLE D. GARNER AND NANCY JOHNSON

IMPRESS
SEAL
HERE

personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

30X169

REI Title

113481 DEF2

NOV-27-2001 08:03A FROM:
NOV 26 01 01:15p

Bruce A Becker

TO: 17013123470035

P: 3/4

773 735 4623

p. 4

20697470

GEORGE E. COLE
LEGAL FORMS

Quit Claim Deed
INDIVIDUAL TO INDIVIDUAL

TO

Property of Cook County Clerk's Office

Given under my hand and official seal, this 11th day of December 18 2001

Commission expires January 18 2002 Sandra Marie Bonds
NOTARY PUBLIC

This instrument was prepared by Bruce A. Becker, P. O. Box 905, Glenview, IL 60025
(Name and Address)

MAIL TO: Bruce A. Becker
(Name)
10540 S. Western, #405
(Address)
Chicago, IL 60643
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Kyle D. Garner
(Name)
19709 Lake Shore Drive
(Address)
Lynwood, IL 60411
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

"OFFICIAL SEAL"
SANDRA MARIE BONDS
Notary Public, State of Illinois
My Commission Expires 1/18/2002

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0020002842 Page 3 of 4

STREET ADDRESS: 427 E. 44TH STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 20-03-407-021-0000

20697470

LEGAL DESCRIPTION:

THE WEST 15 FEET OF LOT 28 AND THE EAST 5 FEET OF LOT 29 IN WARD'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exempt under provisions of Paragraph e Section 4
Real Estate Transfer Tax Act.

12/20/01 [Signature]
Date Buyer, Seller or Representative

Property of Cook County Clerk's Office

STATEMENT BY GRANTOR AND GRANTEE

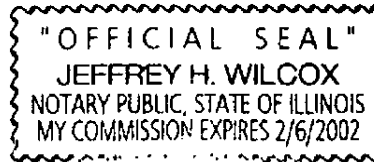
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 20, 2001 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said _____

this 20th day of December
2001

[Signature]
Notary Public



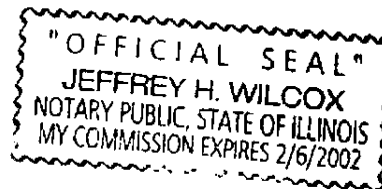
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 20, 2001 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said _____

this 20th day of December
2001

[Signature]
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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RAG/tmd/dat/271229

14503

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

4153-1
JAN 13 10 31 AM '03
CLERK'S OFFICE

NANCY M. JOHNSON,

)

Plaintiff,

)

)

v.

)

No.

KYLE D. GARNER, an individual, and
IT'S REAL, INC., an Illinois Corporation,

)

)

)

Defendants.

)

)

COMPLAINT AT LAW

NOW COMES the Plaintiff, Nancy M. Johnson, by and through her attorneys, Tressler, Soderstrom, Maloney & Priess, complaining of Defendants, Kyle D. Garner, an individual, and It's Real, Inc., an Illinois corporation, and in support thereof states the following:

1. At all times relevant herein, Defendant Kyle D. Garner (hereinafter to referred to as "Garner"), an individual, resided at 19709 Lake Shore Drive, City of Lynwood, County of Cook, Illinois.
2. At all times relevant herein, Defendant Garner conducted business in the County of Cook, Illinois.
3. At all times relevant herein, Defendant Garner and Defendant It's Real, Inc. were in the business of developing certain real estate properties throughout the Chicagoland area.
4. At some period prior to December 11, 2001, Plaintiff and Defendant Garner were co-owners of the corporation known as It's Real, Inc.
5. At some period prior to December 11, 2001, Plaintiff served as the Chief Financial Officer of It's Real, Inc., while Defendant Garner served as President.

6. At some period prior to December 11, 2001, Plaintiff pursuant to her ownership interest in It's Real, Inc., held an ownership interest in certain properties located at 6043-45 South King Drive, Chicago, Illinois.
7. At some period prior to December 11, 2001, Plaintiff co-owned with Garner, a property at a location commonly known as 427 E. 44th Street, Chicago, Illinois.
8. The property located at 427 E. 44th Street, Chicago, Illinois was owned by Plaintiff and Defendant Garner, in joint tenancy, with a right of survivorship, and was not property owned by It's Real, Inc.
9. At some period prior to December 11, 2001, Defendant Garner offered to purchase Plaintiff's interest in It's Real, Inc. and all attendant assets, to which Plaintiff accepted.
10. At some period prior to December 11, 2001, Defendant Garner offered to purchase Plaintiff's interest in the property commonly known as 427 E. 44th Street, Chicago, Illinois, to which Plaintiff accepted.
11. In consideration for the conveyance of Plaintiff's interest in It's Real, Inc., and in consideration for the conveyance of Plaintiff's interest in the property located at 427 E. 44th Street, Chicago, Illinois, Defendant Garner, in his individual capacity, and as President of It's Real, Inc., promised to pay Plaintiff a sum of \$110,000. (See Agreement attached as Exhibit A, and incorporated by reference herein).
12. Specifically, Defendants agreed to pay the sum of \$110,000 in four installments, two of which have not been paid. (See Exhibit A).
13. Defendant promised to tender a payment of \$45,000 to Plaintiff on or before April 15, 2002. (See Exhibit A).

14. Plaintiff has fully performed all conditions precedent and as required under the agreement and is thereby entitled to the payment of \$45,000. (See Exhibit A).

15. In material breach of the terms of the agreement, the Defendant Garner has failed to tender said payment of \$45,000 to Plaintiff as specified in the agreement.

16. In addition, Defendant Garner promised to tender a payment to Plaintiff of \$50,000 on or before November 15, 2002. (See Exhibit A).


17. Upon information and belief, Plaintiff anticipates that Defendant Garner will also refuse to make payment on November 15, 2002, thereby further breaching the material terms of said agreement.

18. Defendant Garner's breach of the material terms of this agreement has resulted in significant pecuniary damage to Plaintiff, Nancy M. Johnson.

WHEREFORE, Plaintiff Nancy M. Johnson demands judgment against Defendants, Kyle D. Garner and It's Real, Inc., an Illinois corporation, for an amount in excess of \$50,000, including but not limited to, attorneys' fees and costs, accrued interests, and any other relief this Honorable Court deems just.

TRESSLER, SODERSTROM, MALONEY &
PRIESS

By


Rahsaan A. Gordon, Attorney for Plaintiff
Nancy M. Johnson

Rahsaan A. Gordon
Tressler, Soderstrom, Maloney & Priess
Sears Tower, 22nd Floor
233 S. Wacker Drive
Chicago, Illinois 60606-6308
(312) 627-4000

Settlement Agreement

This Settlement Agreement is entered into by and between IT'S REAL, INC., KYLE D. GARNER and NANCY M. JOHNSON for themselves, their heirs, executors, administrators, assigns and all others in privity with them and their officers, directors, stockholders, limited and general partners, assigns, insurers, agents, servants, attorneys, employees, successors in interest and all other persons or entities in privity with them.

1. The parties intend for this document to encompass the final Agreement for all matters existing between the parties and intend for it to resolve all matters in controversy existing from the beginning of time to the date the agreement is executed. The parties recognize this to be a full, final, completely integrated, and complete settlement of all claims and certify that they have read this Agreement in its entirety and fully understand its contents and effects, and understand that it contains the entire understanding and agreement of the parties pertaining to the subject matter of this Agreement, that there are no other written and oral exchanges, agreements, understandings, arrangements, or negotiations between them or their representatives that it supersedes any other written and oral exchanges, agreements, understandings, arrangements, or negotiations between them or their representatives and that this Agreement may not be altered, amended, or modified except by a writing properly executed by all parties. The parties specifically covenant that all recitals from letters or agreements dated October 18, 2000 and February 16, 2001 are hereby null, void and held for naught in consideration of the recitals made herein.
2. For and in consideration of the total sum of one hundred fifteen thousand and no/100 Dollars (\$115,000.00) paid in installments as set forth herein jointly by and on behalf of IT'S REAL, INC. and KYLE D. GARNER to NANCY M. JOHNSON, the recitals of this paragraph and other good and valuable consideration bargained for and exchanged in this Agreement, NANCY M. JOHNSON, her predecessors, successors, parent entities, subsidiaries, related or affiliated companies, officers, directors, trustees, heirs, executors, trustees,

EXHIBIT
A
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administrators, representatives, and assigns, and all others in privity, jointly and severally, fully, finally, completely, and forever releases, discharges, quits, and relinquishes IT'S REAL, INC., an Illinois corporation and KYLE D. GARNER, personally, their predecessors, successors, parent entities, subsidiaries, related or affiliated companies, officers, directors, trustees, heirs, executors, trustees, administrators, representatives, and assigns, and all others in privity, jointly and severally, from any and all claims, actions, demands, liabilities, and causes of action of whatever kind or character, joint or several, whether known or unknown, suspected or unsuspected, asserted or unasserted, under any federal or state statute and common law, arising by reason of or out of any act or omission or any matter or event. For and in consideration of the recitals of this paragraph and other good and valuable consideration bargained for and exchanged in this Agreement, KYLE D. GARNER, his predecessors, successors, parent entities, subsidiaries, related or affiliated companies, officers, directors, trustees, heirs, executors, trustees, administrators, representatives, and assigns, and all others in privity, jointly and severally, fully, finally, completely, and forever releases, discharges, quits, and relinquishes NANCY M. JOHNSON, personally, her predecessors, successors, parent entities, subsidiaries, related or affiliated companies, officers, directors, trustees, heirs, executors, trustees, administrators, representatives, and assigns, and all others in privity, jointly and severally, from any and all claims, actions, demands, liabilities, and causes of action of whatever kind or character, joint or several, whether known or unknown, suspected or unsuspected, asserted or unasserted, under any federal or state statute and common law, arising by reason of or out of any act or omission or any matter or event. This release covers all claims which NANCY M. JOHNSON has or might have against IT'S REAL, INC., an Illinois corporation, KYLE D. GARNER or which KYLE D. GARNER has or might have against NANCY M. JOHNSON and any property or asset

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owned by any party intended to be released herein. It is specifically noted that IT'S REAL INC. further agrees not to prosecute any action for recovery of tax liability against NANCY M. JOHNSON and KYLE D. GARNER further agrees not to prosecute any claim for lien on the property commonly known as 427 E. 44th St., Chicago, Il. against NANCY M. JOHNSON. Payment of the monies described herein shall be made in four installments; with the first payment occurring upon execution of this Agreement in the amount of \$10,000.00 (ten thousand and no/100 dollars, hereinafter, "Payment Number One") the second payment occurring on or before December 28, 2001 in the amount of \$15,000.00 (ten thousand and no/100 dollars, hereinafter, "Payment Number Two"), the third payment occurring on or before April 15, 2002 in the amount of \$45,000.00 (forty-five thousand and no/100 dollars, hereinafter, "Payment Number Three"), and the fourth payment occurring on or before November 15, 2002 in the amount of \$50,000.00 (fifty thousand and no/100 dollars, hereinafter, "Payment Number Four"). The total sum paid to NANCY M. JOHNSON shall not exceed \$115,000.00 (one hundred fifteen thousand and no/100 dollars). It is stipulated and agreed by NANCY M. JOHNSON that she may not refuse, object to, or reject tender of any payment provided for herein in order to excuse or delay her obligations in any way to release any claim or potential claim, to transfer any interest or execute any document and that these obligations are mandatory upon NANCY M. JOHNSON. "Tender" shall be defined under this Agreement as posting by certified mail postage prepaid, or overnight delivery to NANCY M. JOHNSON by any of the parties intended to be released of a negotiable form or instrument of payment in the amount designated as set forth in this Agreement. NANCY M. JOHNSON shall not be required to accept any tender that is not in the form of certified or cashier's check, but should she negotiate or accept such tender, it shall be construed as proper tender under this Agreement.

- (a) It is expressly agreed and understood by all parties that this release includes, but is not limited to,

full and adequate knowledge of the other party's assets and execute this document cognizant of the same.

(c) NANCY M. JOHNSON hereby agrees and warrants that the parties intended to be released engage in a business with uncertain profits, and as such are indeterminable at this time, and that NANCY M. JOHNSON warrants that she is only entitled to the agreed upon sum in this Agreement of \$115,000.00, and shall be entitled to no more and no less.

(d) In exchange for the consideration described above and other good and valuable consideration bargained for and exchanged in this Agreement, NANCY M. JOHNSON, hereby acknowledges receipt of Payment Number One and conveys and quitclaims and releases to KYLE D. GARNER the totality of her entire interest as joint tenant, tenant in common, or otherwise in the property commonly known as 427 E. 44th St, Chicago, Il. or any other property held by the parties intended to be released, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and agrees to immediately follow the reasonable directions of Bruce A. Becker or any attorney appointed in his stead for the execution of any and all documents in accord with her quitclaim and release of any such interest. Following Payment Number One, NANCY M. JOHNSON agrees, in the alternative, to either fully endorse any future refund payments regarding the property commonly known as 427 E. 44th St., Chicago, Il., payable to KYLE D. GARNER, or accept an endorsed check payable to NANCY M. JOHNSON from KYLE D. GARNER and have it deducted from the amount due her under Payment Number Two. NANCY M. JOHNSON agrees that the total compensation she is to be paid under this Agreement is \$115,000.00 and that no portion of any refund

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any and all claims, actions, demands, and causes of action, if any, arising from or in any way connected with any and all communications, negotiations, dealings, and compensation, between them, including, but not limited to any claim of breach of contract and tortious conduct, based on any covenant of good faith and fair dealing, implied or express contract, violation of a public policy, libel, slander, fraud, misrepresentation, invasion of privacy, tortious interference with a contract, business relationship, economic interest, property interest, negligence, gross negligence, common law, equity or any intentional tort, assault, battery, or harassment, or any claim of any nature arising out of or relating to the same or different transactions as are involved or could be involved.

- (b) The consideration paid to NANCY M. JOHNSON is intended to compensate her fairly and fully for her work, good will, invested efforts and capital in any partnership or corporation owned by any of the parties intended to be released and for any proceeds, compensation, bonus or payment whatsoever she may have received or have been entitled to for all matters from any partnership or corporation owned by any of the parties intended to be released, including but not limited to: ownership in any of the parties released or their assets or property, cash on deposit in any bank or other accounts of the parties intended to be released, from the sale of condominiums for the property commonly known as 6043-45 So. King Dr.; Chicago, Il., monies collected from a judgment or other determination entered against one Anthony Mitchell. The compensation herein shall also be deemed as full compensation to NANCY M. JOHNSON for her total interest in the property commonly known as 427 E. 44th St., Chicago, Il. Each of the parties stipulates that they have

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payments or other payment sources whatsoever shall be added to this compensation.

- (e) In exchange for the consideration described above and other good and valuable consideration bargained for and exchanged in this Agreement, NANCY M. JOHNSON, upon tender of payment Number Two will immediately sell, assign, transfer and give up to KYLE D. GARNER the entirety of her uncertificated stock ownership interest in IT'S REAL, INC. which NANCY M. JOHNSON stipulates is uncertificated and which she warrants that she possesses no Certificate unto, and which she warrants that she has not conveyed or otherwise transferred to any other party, which is estimated between the parties as fifty percent ownership of the corporation, and irrevocably constitute and appoint KYLE D. GARNER with power to transfer the said shares on the books and records of the corporation with full power of substitution in the premises and agrees to execute simultaneously with the tender to her of Payment Number Two, a Bill of Sale for transfer of these shares and Corporate Resolutions relinquishing power of direction over any land trust held jointly between her and any of the parties intended to be released, and surrender any and all corporate documents and property in her possession upon execution of this Agreement, including, but not limited to, certificates of stock ownership.
- (f) In exchange for the consideration described above and other good and valuable consideration bargained for and exchanged in this Agreement, NANCY M. JOHNSON upon tender of Payment Number Two, immediately and simultaneously resigns her directorship, and all offices and employment in the Illinois corporation commonly known as IT'S REAL, INC. and withdraws and resigns as partner in any capacity with any of the parties intended to be

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released.

(g) If either party fails in its obligations with regard to this paragraph (2), the parties specifically covenant and recognize that the aggrieved party may seek enforcement of its rights under this Agreement in Arbitration as provided herein or by injunctive relief in a court of competent jurisdiction. In the case the failure of obligation regards late payment of greater than ten days in Payment Number Three or Payment Number Four through no fault of NANCY M. JOHNSON, such lateness of payment, alike other violations which could occur herein, shall also constitute a material breach of this Agreement, such that it will entitle NANCY M. JOHNSON to seek enforcement of her rights against KYLE D. GARNER and IT'S REAL, INC. jointly and severally to payment under this Agreement by Arbitration or in the Courts, plus prejudgment interest at a rate set by any Arbitrator or Judge hearing said interest not to exceed eighteen percent per year, and which shall be jointly construed as late fees for the outstanding payment.

3. As a material part of this Agreement and the consideration given herein, NANCY M. JOHNSON agrees that she will not, during the term of this Agreement or thereafter directly or indirectly, aid, institute, cause to be instituted or assist in instituting, any subsequent action at law or proceeding in equity or any legal or administrative proceeding or any criminal proceeding of any type or nature against the parties intended to be released in any manner whatsoever except for an action on the terms of this Agreement and recognizes that upon execution of this Agreement for the consideration promised, she permanently releases any and all remaining claims as provided in paragraph (2) against KYLE D. GARNER and IT'S REAL, INC. The parties agree that the only remaining cause of action that may be prosecuted against the parties intended to be released during the term of this Agreement or thereafter is

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an action on the terms of this Agreement only.

4. Upon tender of Payment Number Two, NANCY M. JOHNSON agrees not to hold herself out as, or allow herself to be held out as a current business partner, contributor, owner, employee, director, officer or otherwise of any of the parties intended to be released from the date this agreement is executed until the end of time, unless a specific superseding written agreement is hereafter executed with the party intended to be released.
5. NANCY M. JOHNSON acknowledges and agrees that the parties intended to be released have made no representations to her regarding the tax consequences of any amounts received pursuant to this Agreement and that she has been advised by counsel of NANCY M. JOHNSON to seek advice of independent counsel or consultants as to the taxability, if any, of sums received pursuant to this Agreement. NANCY M. JOHNSON agrees to pay federal and state taxes, if any, that are required by law to be paid by her with respect to this Agreement.
6. This Agreement, offer of this Agreement, and compliance with this Agreement, does not constitute and shall not be construed as an admission of liability or otherwise by the parties intended to be released or any of their respective officers, directors, employees, agents, partners, representatives, affiliated entities or successors of any wrongdoing or liability of any kind or admission by any of them of any violation of the rights of NANCY M. JOHNSON but, rather, such liability or wrongdoing is expressly denied; nor shall this Agreement be admissible for any purpose in any proceeding or cause of action except in an action to enforce its terms.
7. It is further expressly acknowledged by NANCY M. JOHNSON and KYLE D. GARNER that no promise or inducement has been offered except as herein set forth; that this Agreement is executed without reliance upon any statement or representation of fact or opinion by or on behalf of any person, entity, or party intended to be released concerning the subject matter of this Agreement including, but not limited to, the nature and extent of the claims, damages, losses, and legal liability therefor;

and that acceptance of the consideration set forth herein is in full accord and satisfaction of disputed claims for which liability is expressly denied by the parties intended to be released.

8. All parties agree and covenant that they have been represented by counsel through this negotiation and that their counsel has explained the provisions of this Agreement in full to them, that they are binding and that each counsel has approved the enclosed as to form and that the parties themselves fully agree to content of these terms. Each party hereby stipulates to equal preparation in the drafting of this Agreement and agrees that in any action on its terms, the language of this Agreement may not be construed against either party on cause of either party being its drafter. Each of the parties stipulates that any review of this agreement by counsel shall take place before its execution and waives any right to attorney review after its execution.
9. It is expressly understood and agreed that if any term, condition, covenant, warranty, or representation of this Agreement becomes or is declared illegal, invalid, unenforceable, or void with respect to any person or circumstance, such provision shall be fully severable and the remainder of the Agreement or application of such term, condition, covenant, warranty, or representation to other persons or circumstances shall not be impaired thereby and the Agreement shall otherwise remain in full force and effect. Furthermore, in lieu of such provision, there shall be added automatically, as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
10. Illinois law shall govern the interpretation of this Agreement. The appropriate state or federal courts located in Cook County, Illinois shall have jurisdiction and venue over all matters arising under this Agreement and shall be the proper forums in which to adjudicate such matters, provided that except for injunctive or similar equitable relief, either

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party may seek arbitration of the terms of this agreement by mutual agreement, such agreement not being unreasonably withheld by any party. The prevailing party in any legal proceeding based upon this Agreement shall be entitled to any recoveries allowed by law, including, but not limited to, interest, costs and attorney's fees. Notice and any payment required to be made herein shall be deemed given at date of posting by first class, United States Mail, postage properly prepaid and addressed to the parties as their respective addresses appear below their signature below.

For and in consideration of the recitals of the enclosed 10 page document, of which this is page 10 I (we) hereby agree to the terms described herein.

<p>Dated as of this <u>11</u> day of <u>December</u>, in the year <u>2001</u>.</p> <p>X <u>Nancy M. Johnson</u> NANCY M. JOHNSON, individually</p> <p>Address: <u>2130 South Harlem Ave</u> In the City of <u>Riverside</u> State of <u>IL</u>, zip: <u>60544</u></p> <p>Witnessed by: <u>Sandra Marie Bonds</u> NOTARY PUBLIC</p> <p>"OFFICIAL SEAL" SANDRA MARIE BONDS Notary Public, State of Illinois My Commission Expires 1/18/2002</p>	<p>Dated as of this <u>11</u> day of <u>December</u>, in the year <u>2001</u>.</p> <p>X <u>Kyle D. Garner</u> KYLE D. GARNER, President and C.E.O. FOR IT'S REAL, INC.</p> <p>Address: <u>19709 Lake Shore Dr.</u> In the City of <u>Lynwood</u> State of <u>IL</u>, zip: <u>60411</u></p> <p>X <u>Kyle D. Garner</u> KYLE D. GARNER, individually</p> <p>Address: <u>19709 Lake Shore Dr.</u> In the City of <u>Lynwood</u> State of <u>IL</u>, zip: <u>60411</u></p> <p>Witnessed by: <u>Kelvin C. Bulger</u> NOTARY PUBLIC</p> <p>"OFFICIAL SEAL" Kelvin C. Bulger Notary Public, State of Illinois My Commission Expires Apr. 13, 2002</p>
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