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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/05/2015 01:23 PM Pg: 1 of 13



CHICAGO ASSOCIATION OF REALTORS/MLS
APARTMENTS/INVESTMENTS REAL ESTATE SALES CONTRACT

This Contract is made between Kinetic Zeros, Inc., or its nominee (Buyer) and Jona Kise (Seller) collectively.
Parties, to convey the property known as Unit 105, 580 E. Illinois Chicago 60611 (Property), together with all improvements.

A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is February 19, 2015.
1. Fixtures and Personal Property. In addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical, and plumbing systems, together with the following checked items:

- TV Antenna, Washer, Central air conditioning, Water softener, Wall to wall carpeting, Refrigerator, Dryer, Window air conditioner, Fireplace, Existing storms & screens, Oven/Range, Attached book cases and cabinets, Electronic air filter, Firewood, Radiator covers, Microwave, Smoke and carbon monoxide detectors, Central humidifier, Lighting fixtures, All planted vegetation, Dishwasher, Garbage disposal, Fireplace screen and equipment, Stump puller, Trash compactor, Outdoor shed, Built-in or attached shelving, Hard warranty on attached, Security system, Window treatments, Ceiling fan, Electronic garage door(s) with remote units.

Seller also transfers the following: The following items are specifically excluded:
2. Purchase Price: The purchase price for the Property and the items identified in Paragraph 1 is \$250,000.00 (Purchase Price).

3. Earnest Money: Upon Buyer's execution of this Contract, Buyer shall deposit with Strauss Realty (Escrowee), within earnest money in the amount of \$1,000.00 in the form of Personal Check (Initial Earnest Money). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before Feb 24, 2015. The Initial Earnest Money shall be increased to 40% of the Purchase Price (Final Earnest Money) within 14 business days after the execution of the Offer of Approval Period (See Paragraph 12 of this Contract) (the Initial and Final Earnest Money are collectively referred to as the "Earnest Money"). Buyer and Seller shall execute all mutually agreed and necessary documents with regard to the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.

4. Payment of Balance; Mortgage Contingency: In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus prorations, by cash, cashier's check, certified check, wire transfer of funds, or other payment method(s) agreed by the Parties. (a) This Contract is contingent upon Buyer securing by April 10, 2015 (First Commitment Date) a written commitment (Required Commitment) for a fixed rate or adjustable rate mortgage permitted to be made by a F.H.L. or Illinois savings and loan association with the \$425,000.00 mortgage rate or fixed interest rate of an adjustable rate mortgage not to exceed 7.00% per year, amortized over 30 years, with a monthly payment not to exceed 2.00% plus applicable late credit report fee, if any (Required Mortgage). If the Required Mortgage has a balloon payment, it shall be due no later than 10 years. Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Buyer shall be required to obtain the Required Commitment by the First Commitment Date. If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall notify Seller in writing on or before that date. Seller may, within 30 business days after the First Commitment Date (Second Commitment Date), require a Required Commitment for Buyer upon the same terms, and may extend the closing date relating to the application and securing of the Required Commitment, and may charge application fee as approved by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date and the Earnest Money shall be returned to Buyer. (b) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (c) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

5. Deed; Real Estate Taxes: At closing, Seller shall execute and deliver to Buyer a warranty deed delivered to Buyer, a recordable Warranty Deed with release of all liens and rights to other appropriate deed if title is in trust or in an estate, or Articles of Incorporation, if applicable, subject only to the following: (a) easements, conditions, and restrictions of record; public and utility easements, existing taxes and liens; (b) all governmental taxes or assessments for municipalities not yet completed; and (c) confirmed special governmental taxes or assessments, general real estate taxes for the years 2014 and subsequent years. All mortgage covenants referred to in Paragraph 11 of the General Provisions of this Contract under Rider 7, if applicable, Seller represents that the 2014 and subsequent years' general real estate taxes are paid. General real estate taxes shall be prorated as mutually agreed by the Parties prior to the execution of the Attorney Approval Period.

6. Leases: Seller shall present to Buyer a complete copy of all existing leases affecting the Property and a rent roll within three business days of the Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at closing and (b) if a tenant's monthly rent is not included in the rent roll, the good and valuable consideration shall be an May 22, 2015 (except as provided in Paragraph 4(b) of this Contract) provided that has been shown to be good and valuable consideration.

7. Closing: Closing or escrow payment shall be an May 22, 2015 (except as provided in Paragraph 4(b) of this Contract) provided that has been shown to be good and valuable consideration.

8. Possession: (a) Seller agrees to surrender possession of the Property on or before May 22, 2015 (Possession Date). (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$150 per day for occupancy commencing the first day of closing up to, and including the Possession Date or on a monthly basis, whichever period is shorter (Occupancy Payments). (c) Buyer shall retain any part of the Purchase Price (Possession Escrow) to guarantee possession on or before the Possession Date. (d) In the event Seller shall default with respect to any part of the Possession Escrow, if Seller does not surrender the Property on or before the Possession Date, such sum shall be held from the proceeds at closing on the date of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to have also may include Occupancy Payments, the payments to the late possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. (e) Acknowledgment of the joint written Execution of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of a petition in the nature of an Interpleader. Escrowee shall be released from the Possession Escrow with the reasonable attorney's fees, relation to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses.

9. Disclosures: Buyer has received the Best Disclosure Yes/No and National Fair Disclosure Yes/No. Listing Confirmation Yes/No.

10. Dual Agency: The Parties consent to (Licensee) to act as Dual Agent on the transaction covered by this Contract.

11. Attorney Modification: Within 10 business days after the Acceptance Date (Attorney Approval Period), the Parties' respective attorneys may make modifications to this Contract (Proposed Modifications) on matters other than the Purchase Price, Buyer's non-competition and dates that are mutually agreeable to the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this Contract by written notice to the other Party. In that event, this Contract shall be null and void, and the Earnest Money shall be returned to Buyer upon the written direction of the Parties to Escrowee. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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DONE AT CUSTOMER'S REQUEST

Prepared By:
John J. Landry Esq.
Landry & Associates
120 E. Ogden Ave #212
Chicago, IL 60621

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69 12. **Inspection.** In addition to the inspection provided in Paragraph 8 of the General Conditions of this Contract, within _____ business days after the Acceptance Date
 70 ("Inspection Period"), Buyer may provide at its expense (unless otherwise provided by law) a home, radon, environmental, lead-based paint and/or lead-based paint
 71 hazards (unless separately waived), wood infestation, and/or mold inspection(s) of the Property ("Inspections") by one or more properly licensed or certified inspection
 72 personnel ("Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing,
 73 well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in operating condition if it
 74 performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss
 75 or damage to the Property or personal injury caused by Buyer or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's
 76 attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages
 77 of the relevant Inspections report. Buyer agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the
 78 Parties have not reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice
 79 to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be refunded to Buyer upon joint written direction of the
 80 Parties to Escrowee. **IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE**
 81 **DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

82 13. **General Provisions and Riders.** THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND
 83 THE RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT.

84 ACCEPTANCE DATE 2/25 2015

85 Buyer Signature: [Signature]

Seller Signature: [Signature]

86 Buyer Signature: [Signature]

Seller Signature: [Signature]

87 ANDREW M. KLISE
 88 Print Buyer(s) Name(s) Social Security #

JOHN D. KLISE
 Print Seller(s) Name(s) Social Security #

89 5455 W. SHERRILL RD
 90 Address City State Zip

1101 N. Estes Street Gurnee ILLINOIS 60031
 Address City State Zip

91 708 933-0000 CH IL 60060
 92 Phone #(s) Email

(312) 607-6446 jkklise@gmail.com
 Phone #(s) Email

93 FOR INFORMATIONAL PURPOSES:

94 Eleni Mathias Baird & Warner

Craig Wolf Strause Realty

95 Selling Office and Agent: MLS# Email

Listing Office and Agent MLS# Email

96 737 N. Michigan Chicago IL 60611

4220 W. Montrose Chicago IL 60621 60641

97 Address City State Zip
 98 Phone # (312) 520-7313 - Cell Fax # (312) 640-7030

Address City State Zip
 Phone # (773) 736-3600 Fax #

99 John D. Landry, Landry & Associates

Seller's Attorney Name

100 Buyer's Attorney Name
 101 120 E. Ogden Ave. Ste. 212 Mundelein IL 60051

Address City State Zip

102 Address City State Zip
 103 Phone # (630) 321-3600 Fax # (630) 321-3887

Address City State Zip
 Phone # Fax #

104 Mortgage Company Name

Loan Officer Name

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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105 GENERAL PROVISIONS

106 A. Prorations. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If the Property is improved, but the
107 last available tax bill is on vacant land, the Parties shall prorate taxes when the bill on improved property is available. Security deposits, if any, shall be paid to Buyer at
108 closing.

109 B. Uniform Vendor and Purchaser Risk Act The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
110 Contract.

111 C. Title. At least five days prior to the closing date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering
112 a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no
113 other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for
114 Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title
115 Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of
116 evidence of title to cure the exceptions and notify Buyer accordingly. As to these exceptions that may be removed at closing by payment of money, Seller may have those
117 exceptions removed at closing by using the proceeds of the sale.

118 D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
119 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
120 by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with
121 proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating,
122 and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a
123 copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

124 E. Disposition of Earnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the Listing Broker, shall be paid to
125 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this
126 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request
127 Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge
128 that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized
129 agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money
130 within 30 days after the date of the notice, then Escrowee shall proceed to dispose the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects
131 to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer
132 authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the
133 nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader
134 and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses
135 arising out of those claims and demands.

136 F. Operational Systems. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property
137 are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Buyer shall have the right to inspect the
138 Property during the 48-hour period immediately prior to closing to verify that they are in working order and that the Property is in substantially the same condition,
139 normal wear and tear excepted, as of the Acceptance Date.

140 G. Insulation Disclosure Requirements. If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as
141 provided by the Federal Trade Commission, and Rider 10 is attached.

142 H. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists or
143 the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and
144 before closing, Seller shall promptly notify Buyer of the Notice.

145 I. Heating Cost Disclosure. If the Property is located in the City of Chicago, Seller and Buyer shall comply with provisions of Chapter 5-15-010 of the Chicago
146 Code of Ordinances concerning Heating Cost Disclosure for the Property.

147 J. Escrow Closing. At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an
148 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the
149 title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow,
150 payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker
151 shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

152 K. Survey. Prior to closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of closing,
153 showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's
154 expense.

155 L. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if
156 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

157 M. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

158 N. RESPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
159 Procedures Act of 1974, as amended.

160 O. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed
161 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration required by Seller or Seller's agent or meet other
162 requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by
163 the person designated in that ordinance.

164 P. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill
165 of Sale to Buyer.

166 Q. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to
167 Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that portion of the total cost
168 related to this violation that is below \$250.00.

169 R. Time. Time is of the essence for purposes of this Contract.

170 S. Number. Wherever appropriate within this Contract, the singular includes the plural.

171 T. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

172 U. Business Days and Time. Any reference in this Contract to "day" or "days" shall mean business days, and not calendar days. Business days are Monday, Tuesday,
173 Wednesday, Thursday, and Friday, excluding all official federal and state holidays.

174 V. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by
175 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction
176 pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction
177 directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and
178 hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or
179 related to any breach of the foregoing representation and warranty.

180 W. Brokers. The Real Estate Brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation
181 made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

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DATE: 02/25/15 12:25PM

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made as of February 23, 2015, by and between KINETIC ZEROS, INC., an Illinois corporation, or its nominee, ("Buyer") and JOHN KLISE, ("Seller").

RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Chicago Association of Realtors Apartment/Investments Real Estate Sale Contract, with an Acceptance Date as of February 24, 2015 (the "Purchase Agreement") pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain property located at 580 E. Illinois Street, Unit 105, Chicago, Illinois 60611 (the "Property"), upon and subject to the conditions and limitations set forth therein. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

WHEREAS, Seller and Buyer desire to amend the Purchase Agreement as more particularly set forth herein.

AGREEMENT:

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

1. Earnest Money. Buyer shall deposit Five Percent (5%) of the purchase price within fourteen (14) days after conclusion of the Attorney Modification period provided in the underlying Contract.
2. Real Estate Taxes. General real estate taxes shall be prorated based on ^{Five} one hundred ^{105%} percent of the most recent ascertainable full year tax bill.
3. Inspection. Buyer and its agents shall have a period of twenty-one (21) business days from and after the Acceptance Date of the Purchase Agreement (the "Inspection Period") to enter upon the Property to examine the same and the condition thereof, and to conduct and to make such engineering and other inspections, tests and studies as Buyer shall determine to be reasonably necessary ("Inspections"). If Buyer, in Buyer's sole discretion, is not satisfied with the Property after completing the Inspections for any reason or no reason whatsoever, Buyer may terminate the Purchase Agreement by delivering written notice to Seller on or before 5:00 P.M. CST on the date of expiration of the Inspection Period and Buyer shall immediately receive refund of the Earnest Money and the Purchase Agreement shall be null and void. If Buyer fails to deliver written notice to Seller of its election to terminate the Purchase Agreement on or before 5:00 P.M. CST on the date of expiration of the Inspection Period, then Buyer's termination rights under this paragraph shall be deemed to have been waived by Buyer and the Purchase Agreement shall be in full force and effect.
4. Prorations. All items which are customarily prorated in a purchase and sale transaction of the type contemplated under the Purchase Agreement shall be prorated as of the Closing Date, and for purposes of said prorations, Buyer shall be deemed to be the owner of the Property for the entire day on the Closing Date.

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5. Title: Survey.

(a) Within twenty (20) days following the Acceptance Date, Seller shall, at Seller's sole cost and expense, deliver or cause to be delivered to Buyer a title insurance commitment, including all underlying recorded title documents related thereto ("Title Commitment"), prepared by Chicago Title Insurance Company ("Title Insurer") covering the Property and showing fee simple title in Seller. Within twenty (20) days following the Acceptance Date, Seller shall provide to Buyer a current, as-built ALTA survey of the Property, certified to Buyer, the Title Company, and any lender designated by Buyer, and containing such information and detail as are sufficient to obtain extended coverage title insurance, and confirming that no part of the Property is situated in a flood plain, wetlands, or other specifically environmentally controlled, regulated or protected area (the "Survey").

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(b) Buyer shall have a period of fifteen (15) days from the delivery of the last of the Title Commitment, all underlying recorded title documents and the Survey (as hereinafter defined) in which to object, in Buyer's sole discretion, to any of the title conditions shown in the Title Commitment or any defect shown on the Survey (those exceptions to which Buyer does not object are hereinafter collectively referred to as "Permitted Exceptions" and all other exceptions are hereinafter collectively referred to as "Unpermitted Exceptions"). In the event of any Unpermitted Exceptions, Seller shall have fifteen (15) days after Buyer's notification of such Unpermitted Exceptions in which to cause any such Unpermitted Exceptions to be waived by Title Insurer. Failure of Seller to cause such Unpermitted Exceptions to be waived by Title Insurer within such fifteen (15) day period shall entitle Buyer, at Buyer's election, to either (i) terminate the Purchase Agreement by written notice to Seller, in which event the Purchase Agreement shall be null and void and of no further force or effect and the Earnest Money plus any interest accrued thereon shall be immediately returned to Buyer, or (ii) accept title subject to such Unpermitted Exceptions that Title Insurer has not removed, with a further right with respect to each Unpermitted Exception then remaining to deduct from the Purchase Price amounts secured by any unpermitted lien or encumbrance of a definite or ascertainable amount.

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6. Tenant Eviction. Seller agrees that it shall use all appropriate legal means, at its sole cost and expense, to assure that said tenant is fully removed from the Unit before Closing shall occur. Buyer reserves the right to delay Closing until said Tenant is physically removed from the Unit.

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7. Representations and Warranties. Seller hereby represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

(a) The individuals signing the Purchase Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are duly authorized to sign the same on Seller's behalf and to bind Seller thereto. The Purchase Agreement is and all documents to be executed pursuant thereto by Seller shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby.

(b) Seller is not a party to any, and there is presently no pending or threatened, litigation, arbitration or administrative proceeding with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, which affects or questions Seller's

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title to the Property or Seller's ability to perform its obligations under this Agreement, or (z) which otherwise affects or relates to the Property;

to the best of Seller's knowledge

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(c) Seller has not received any written notice of alleged violation of any law or legal requirements from any governmental authority or other third party with respect to the Property;

(d) To Seller's knowledge, there are no pending or threatened condemnation suits or actions with respect to the Property;

(e) No person or entity has a right of first refusal, option to purchase, or other right to purchase the Property or any portion thereof;

(f) There are no other leases, tenancies or occupancy agreements pertaining to the Property and there are no options to renew, modify or expand the lease currently extant for the Unit;

(g) There are no amounts presently due and owing to any person on account of labor performed or materials provided to Seller in connection with the construction, reconstruction, modification to, or repair of the Improvements; and

(h) There are no brokerage, leasing agent, service, maintenance or management contracts (oral or written) relating to the Property which would become the obligation of Buyer following the Closing.

8. Casualty; Condemnation. If, prior to the Closing Date, all or any material portion of the Property shall be (a) destroyed or damaged by one or more incidents of vandalism, fire and/or other casualty, or (b) taken or threatened by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Buyer may elect to terminate the Purchase Agreement by written notice to Seller on or prior to the Closing Date, in which event the Earnest Money (and all interest earned thereon) shall be paid to Buyer, and the Purchase Agreement shall be deemed to be null, void, terminated and of no further force or effect, except as otherwise expressly provided therein.

9. Notice. Seller and Buyer hereby agree that "notice" by electronic mail shall be deemed valid and received by the addressee when delivered by electronic mail and opened by the recipient and that a hard copy of any notices need not be sent via regular mail; provided, however, that proof of transmission shall be retained by the sending party and shall be tendered upon request.

10. Default

(a) In the event of default by Seller, Buyer may, as its sole and exclusive remedies, either (i) enforce specific performance of the Purchase Agreement against Seller, or (ii) terminate the Purchase Agreement by written notice to Seller, in which event the Purchase Agreement shall be null and void and of no further force or effect and the Earnest Money plus any interest accrued thereon shall be immediately disbursed to Buyer.

(b) In the event of default by Buyer, Seller shall have the right, as its sole and exclusive remedy for such breach, to terminate the Purchase Agreement by written notice to Buyer, in which event

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Provided earnest money deposited equals 10% of purchase price. JDL 2-25-15

the Purchase Agreement shall be null and void and of no further force or effect and the Earnest Money plus any interest accrued thereon shall be immediately disbursed to Seller as liquidated damages for the breach of the Purchase Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

12. Assignment. Buyer may, in its sole discretion, assign its rights under the Purchase Agreement to an affiliated entity controlled by, controlling, under common control with, or controlled by the same owners as Buyer; provided, however, that Buyer's assignee shall assume in writing all of Buyer's obligations hereunder pursuant to an assignment and assumption agreement in form and content acceptable to Seller in the exercise of Seller's reasonable judgment. *JDL 2-25-15*

13. Severability. If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby.

14. Counterparts and Delivery. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment. Execution copies of this Amendment may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted amendment having the binding effect as an original signature on an original document.

15. Conflict; Ratification. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Purchase Agreement, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified and in full force and effect and are hereby ratified and affirmed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

SELLER:

BUYER:

KINETIC ZEROS, INC.
an Illinois corporation

as mad. Fred
JOHN BLISE, mgr. (SEAL)
JDL, mgr.

By: *Nathan B. Williams*

Its: *PRES.*

+ Per Initialed
By: *JDL* (JDL)
As Attorney for
Buyers
ON 2-25-2015

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

LEGAL DESCRIPTION

PARCEL 1:

PARCEL 105 (COMMERCIAL SPACE 105 AT FIRST FLOOR):

ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST, NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE ACCORDING TO DOCUMENT NO. 5249665 AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7, WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE ACCORDING TO DOCUMENT NO. 5249665, SAID POINT BEING 37.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES, 43 MINUTES, 20 SECONDS EAST ALONG SAID SOUTH LINE, 255.72 FEET TO A POINT, SAID POINT BEING 613.48 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING NORTH 89 DEGREES, 43 MINUTES, 50 SECONDS EAST ALONG SAID SOUTH LINE, 102.23 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 18.27 FEET. THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 7.80 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 14.21 FEET. THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 7.80 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 28.68 FEET, THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 6.25 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 23.16 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 7.80 FEET; THENCE SOUTH 30 DEGREES, 17 MINUTES, 18 SECONDS EAST 66.45 FEET; THENCE SOUTH 29 DEGREES, 42 MINUTES, 42 SECONDS WEST, 8.56 FEET, THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 36.66 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 5.38 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 37.63 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 4.90 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 48.71 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 6.37 FEET; THENCE NORTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 1.00 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 16.06 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 4.88 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 13.52 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 5.33 FEET TO THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, ALONG SAID NORTH LINE, 34.07 FEET TO A POINT, SAID POINT BEING 37.63 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF NORTH STREETER DRIVE AFORESAID; THENCE NORTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 37.04 FEET, THENCE SOUTH 89 DEGREES, 58 MINUTES, 27 SECONDS WEST, 25.16 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 40 SECONDS WEST, 3.41 FEET; THENCE SOUTH 29 DEGREES, 42 MINUTES, 42 SECONDS WEST, 0.27 FEET; THENCE NORTH 60 DEGREES, 17 MINUTES, 18 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.64 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 11.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION OF +12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION OF + 28.91 FEET (CHICAGO CITY DATUM) ALL IN COOK COUNTY, ILLINOIS

PIN: 1710214030000
Address of Property: Unit 105
580 E. Illinois Street
Chicago, IL 60611

EXHIBIT
A

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PARCEL 2:

PARCEL 105A (STORAGE FOR SPACE 105 AT FIRST FLOOR):

ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE ACCORDING TO DOCUMENT NO. 5249665 AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-17747 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE ACCORDING TO DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 255.72 FEET TO A POINT, SAID POINT BEING 613.48 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING NORTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 102.23 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 18.27 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 30 SECONDS WEST, 7.80 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 14.21 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 10.02 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 28.68 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 46.25 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 23.16 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 18.73 FEET; THENCE SOUTH 30 DEGREES, 17 MINUTES, 18 SECONDS EAST 66.45 FEET; THENCE SOUTH 29 DEGREES, 42 MINUTES, 42 SECONDS WEST 8.73 FEET; THENCE SOUTH 60 DEGREES, 17 MINUTES, 18 SECONDS EAST 10.02 FEET; THENCE NORTH 29 DEGREES, 29 MINUTES, 42 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.65 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING NORTH 29 DEGREES, 29 MINUTES, 42 SECONDS EAST, 7.65 FEET SAID POINT BEING 96.53 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE WEST LINE OF NORTH STREETER DRIVE AFORESAID; THENCE SOUTH 60 DEGREES, 17 MINUTES, 18 SECONDS EAST, 13.08 FEET TO A POINT, SAID POINT BEING 85.19 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE WEST LINE OF NORTH STREETER DRIVE AFORESAID AND 67.13 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; THENCE SOUTH 29 DEGREES, 29 MINUTES, 42 SECONDS WEST, 7.65 FEET, THENCE NORTH 60 DEGREES, 17 MINUTES, 18 SECONDS WEST, 13.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED SAID PARCEL HAVING A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION + 12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION + 12.92 FEET (CHICAGO CITY DATUM) ALL IN COOK COUNTY, ILLINOIS EASEMENT NO. 1 (IN EGRESS EASEMENT AT FIRST FLOOR):

EASEMENT AS CREATED BY INSTRUMENT RECORDED JULY 14, 1988 AS DOCUMENT 88466237 RERECORDED SEPTEMBER 28, 1988 AS DOCUMENT NUMBER 88466237 AND AN INSTRUMENT RECORDED AUGUST 19, 1992 AS DOCUMENT 92616148 AND AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 95898506 FOR THE BENEFIT OF PARCEL 105A OVER A STRIP OF PROPERTY AND SPACE IN ALL THAT PART OF CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE ACCORDING TO DOCUMENT NO. 5249665 AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-17747 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN COOK COUNTY, ILLINOIS, PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF LOT 7, WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE ACCORDING TO DOCUMENT NUMBER B-177476, SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 255.72 FEET TO A POINT BEING 613.48 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING SOUTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 102.23 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 18.27 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 7.80 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 14.21 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 7.90 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 28.68 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 46.25 FEET; THENCE SOUTH 0 DEGREES, 18 SECONDS EAST, 23.16 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 29 DEGREES, 42 MINUTES, 42 SECONDS WEST, 8.73 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING SOUTH 0 DEGREES, 42 MINUTES, 42 SECONDS WEST, 0.23 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 36.66 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 4.92 FEET TO A POINT, SAID POINT BEING 63.28 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 37.84 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 5.36 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 10.46 FEET; THENCE SOUTH 60 DEGREES, 18 MINUTES, 18 SECONDS EAST, 38.64 FEET; THENCE NORTH 29 DEGREES, 42 MINUTES, 42 SECONDS EAST, 0.27 FEET; THENCE SOUTH 60 DEGREES, 38 MINUTES, 40 SECONDS EAST, 3.41 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 27 SECONDS EAST, 32.57 FEET TO A POINT, SAID POINT BEING 37.00 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET AND 29.36 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE WEST LINE OF NORTH STREETER DRIVE; THENCE NORTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 5.44 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 31.10 FEET; THENCE NORTH 60 DEGREES, 18 SECONDS WEST, 47.07 FEET; THENCE SOUTH 29 DEGREES, 42 MINUTES, 42 SECONDS WEST, 9.93 FEET TO THE BEGINNING OF THE PARCEL HEREIN DESCRIBED; SAID PARCEL HAVING AN UPPER HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM) AND AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION + 28.91 FEET (CHICAGO CITY DATUM) IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT NO. 2 (INGRESS AND EGRESS EASEMENT AT FIRST FLOOR):
EASEMENT AS CREATED BY INSTRUMENT RECORDED JULY 14, 1988 AS DOCUMENT NUMBER B-177476, RERECORDED SEPTEMBER 28, 1988 AS DOCUMENT NUMBER 88466237 AND A SECOND INSTRUMENT RECORDED AUGUST 19, 1992 AS DOCUMENT NUMBER 92616148 AND A THIRD INSTRUMENT RECORDED AS DOCUMENT NUMBER 95898506 FOR THE BENEFIT OF PARCEL 105A OVER:

A STRIP OF PROPERTY AND SPACE IN ALL THAT PART OF LOT 7 IN CHICAGO CITY, ILLINOIS, COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF SAID LOT 7.

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AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF SAID STRIP OF LAND ACCORDING TO DOCUMENT NO. 5249663 AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS:

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COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID STRIP OF LAND WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE ACCORDING TO DOCUMENT NO. 5249663 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF LOT 7; THENCE NORTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 255.72 FEET TO A POINT BEING 63.43 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING SOUTH 89 DEGREES, 43 MINUTES, 30 SECONDS EAST ALONG SAID SOUTH LINE, 102.23 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 18.27 FEET; THENCE NORTH 89 DEGREES, 42 SECONDS EAST, 7.80 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 7.80 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 7.80 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 28.68 FEET; THENCE NORTH 89 DEGREES, 42 SECONDS EAST, 46.25 FEET, THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 2.50 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST, 2.50 FEET; THENCE SOUTH 30 DEGREES, 17 MINUTES, 18 SECONDS EAST 66.45 FEET; THENCE SOUTH 29 DEGREES, 42 SECONDS WEST 8.96 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST 8.96 FEET; THENCE SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 4.92 FEET TO A POINT BEING 63.28 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, 57.84 FEET; THENCE SOUTH 0 DEGREES, 18 SECONDS EAST, 5.36 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING PARCEL; THENCE CONTINUING SOUTH 0 DEGREES, 17 MINUTES, 18 SECONDS EAST, 102.23 FEET TO THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; THENCE NORTH 89 DEGREES, 42 MINUTES, 42 SECONDS EAST, ALONG SAID STRIP OF LAND, 5.43 FEET; THENCE NORTH 0 DEGREES, 17 MINUTES, 18 SECONDS WEST, 18.27 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 42 SECONDS WEST 5.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; SAID PARCEL HAVING AS A LOWER BOUNDARY A HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER BOUNDARY A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM) IN COOK COUNTY, ILLINOIS

D LO 7,
5249 5,
GR 5,
PO 1
RT 29
SOU 11
NUT 7,
T, 14
SOU
NUT
ET
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LINE
NOF
NUT
RII
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IN
LI
EN
G

PIN: 17-10-214-030-0000 & 17-10-214-031-0000
COMMONLY KNOWN AS: 505 N. Lake Shore Drive, Units 105 & 105A, Chicago, IL 60611

Clerk's Office

John D. Klise
Attorney at Law
1101 N. Estes Street
Gurnee, Illinois 60031

February 25, 2015

VIA EMAIL (land4513@yahoo.com)

Mr. John Landry
Landry & Associates
120 East Ogden, Suite 212
Hinsdale, IL 60521

RE: 580 East Illinois Street, Unit 105, Chicago, IL (the "Property")
Principal Holdings, LLC to Kinetic Zeros, Inc.

Mr. Landry:

As you are aware, I represent the Seller for the above referenced transaction. Pursuant to the attorney review provision of the contract and any extensions thereto, I accept the contract, however, I request an extension of the attorney review period to negotiate the following Rider:

1. **Identification of Parties:** The seller in this transaction is Principal Holdings, LLC, an Illinois Limited Liability Company.
2. **Notices:** Facsimile and email transmission shall constitute adequate notice and the transmission report shall determine the time and date sent.
3. **Mortgage:** Although the contract calls for the Purchaser to obtain a mortgage, the Purchaser has since waived this contingency and has agreed to complete the transaction on a "cash" basis purchase.
4. **Earnest Money:** At the conclusion of the attorney approval period, the Purchaser shall deposit a sum equal to Five Percent (5%) of the purchase price (\$42,500.00) into a strict joint order escrow created by the attorneys representing the parties.
5. **Lease:** The Purchaser is aware the current tenant is in the process of being evicted and the Seller cannot guarantee possession at the time of closing. As a result, the Purchaser has agreed to close and take possession of the property subject to the current tenant.
6. **Due Diligence:** The Purchaser shall have 21 days from the date of this letter to perform due diligence. All expenses for such due diligence shall be borne by the Purchaser and Purchaser shall not damage the Property in any way whatsoever when conducting such due diligence.
7. **Closing:** The closing shall occur 21 days after the completion of Purchaser's due diligence. The closing shall occur through Greater Illinois Title at their Loop location on

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John D. Klise
Attorney at Law
1101 N. Estes Street
Gurnee, Illinois 60031

LaSalle Street. Possession shall be transferred at the time of closing subject to the existing tenant and Purchaser shall receive a Special Warranty Deed.

8. Real Estate Contract: The person, or persons, signing on behalf of the Seller and Purchaser have the requisite power and authority to so bind the respective parties. Any representations made by the either party are presumed to be made by the partners, officers, managers, members, or any other person acting with authority from that respective party.

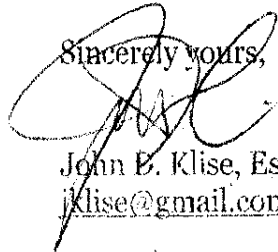
9. Survey: The parties understand the Property is not a condominium; the Property is a commercial property located in Lake Point Tower. As such, the Seller will not provide a survey.

10. Real Estate Taxes. Such taxes shall be prorated at 105% of the last ascertainable tax bill unless the assessed value has been decreased through a tax contest. In such event, the taxes shall be prorated based upon the latest assessed value, tax rate and multiplier.

This communication is not intended as a counter-offer, rescission, revocation or termination of the contract and is presented to you for discussion purposes only. Accordingly, we reserve the right to alter, amend or revoke this communication in whole or in part at any time whatsoever at our discretion.

Please call me after you have had a chance to review this correspondence. If you agree to the terms of this letter, please sign below. I look forward to working with you.

Sincerely yours,



John E. Klise, Esq.
jklise@gmail.com

Agreed:



Attorney for Purchaser