



EXHIBIT A

U.S. Department of Justice

United States Marshals Service

Asset Forfeiture Division

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract (“Addendum”) is made part of that certain Real Estate Purchase Contract (“Contract”) dated the _____ day of _____ between the United States of America, acting by and through the United States Marshals Service (“Seller”) and _____ (“Purchaser”) for the purchase of the property commonly known as CATS ID: 15-FBI-007906 Address: 2001 N. Division Street | Harvard, IL 60033 (“Property”).

Purchase Price: _____
Deposit _____
Amount financed _____
Balance due at closing _____

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

- Entire Agreement.** IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OF OTHER DOCUMENTS ATTACHED TO THE CONTRACT, THE TERMS OF THIS ADDENDUM SHALL PREVAIL.
- Purchase Price.** The Purchase Price for the Property shall be paid to Seller by certified or cashier’s check or by wired funds at the closing. Funds over \$25,000 will only be accepted by wire.
- Earnest Money.** Immediately following Seller’s acceptance of the Contract, escrow shall be opened with an escrow agent designated by Seller or otherwise acceptable to Seller. The earnest

money deposit (“EMD”) shall be in the amount of at least 5% of the purchase price or \$2,500.00, whichever is greater (\$_____). If settlement does not occur, through no fault of Seller, on or before the agreed upon Contract closing date, Seller may, in its sole and absolute discretion, declare in writing the Contract is terminated, and Purchaser hereby agrees that the escrow agent, if any, shall release the EMD to Seller. As a condition of this Addendum, Purchaser waives any option he/she/it may have under federal, state, or local law to select his/her/its own title and escrow companies and will accept the Seller’s title and escrow services, who are experienced with asset forfeiture sales.

4. **Closing.** The closing (“Closing”) shall take place on or before _____ unless the closing date is extended by Seller under the terms of the Contract. The Closing shall be held at a place designated and approved by Seller as allowed by law and convenient to all parties. Seller may, in its discretion, grant extensions to these time limits. Seller may unilaterally extend the Closing for up to 60 days, in good faith, for its own convenience. The Purchaser hereby specifically and expressly recognizes and accepts that properties obtained through forfeiture occasionally have delays in the closing date. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller’s obligations under the Contract.

5. **Mortgage Contingency. (Purchaser must initial either “a.” or “b.”).**

Purchaser’s obligation to purchase the Property under the Contract (check one):

_____ a. **IS NOT** contingent upon obtaining financing for the purchase of the Property;

_____ b. **IS** contingent upon obtaining financing in the amount of _____ for the purchase of the Property. The Purchaser shall make written application for said financing within 5 business days of the execution of the Contract and shall provide to the Seller documentation of such application. Failure to provide to the Seller documentation of such written application within said 5 business days, shall constitute consent for the escrow agent to release the EMD to Seller without further notification to the Purchaser, but shall not release the Purchaser from any obligations under the Contract, except as the Seller may determine within its sole and absolute discretion. If the Seller does not receive written notice from the Purchaser of approval or rejection for the Purchaser’s financing within 15 business days of written application, the financing

contingency shall be deemed removed and the EMD shall be retained by Seller if the Purchaser fails to close on the transaction. If, after the Purchaser has made a timely and complete financing application with a lender, said application is rejected in writing by the lender within the terms of the financing contingency, the Contract shall be deemed null and void and neither party shall have any further rights or obligations or liabilities and the EMD shall be returned to purchaser; provided, however, that the Purchaser shall provide a copy of the written rejection to the Seller within 1 day after receiving the written rejection, has acted in good faith, and has otherwise complied with the terms and conditions of the Sales Contract.

THE CONTRACT IS NOT CONTINGENT UPON THE SALE AND CLOSING OF ANY OTHER REAL PROPERTY. ANY SUCH CONTINGENCIES ARE VOID.

_____ Purchaser's Initials

6. **Disclosure.** Purchaser acknowledges and agrees that the Seller is the United States of America and is not bound by the law of any state, including state disclosure laws. Accordingly, to the fullest extent allowed by federal law, Seller is and shall be exempt from providing or filing any disclosure statement with respect to the Property, such as the nature of the criminal activity which precipitated the forfeiture, including the possibility that the Property was used as a clandestine drug lab. Purchaser acknowledges and agrees that subject Property was acquired through forfeiture due to illegal activity and Seller's knowledge of the Property is limited.

7. **Condition of Property.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS" CONDITION and subject to any defects, limitations, or conditions as existed on the date of Purchaser's offer, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any Governmental authority; any hidden defects, environmental conditions affecting the property; or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Seller has never occupied this property and makes no representations regarding its condition. Seller does not pay for home warranties. Seller may charge \$100.00 per diem for a delay in closing that is at no fault of the Seller NO CREDITS WILL BE ISSUED TO THE PURCHASER FOR ITEMS DISCOVERED DURING DUE DILIGENCE.

8. **Inspection.** (Purchaser must initial either “a.” or “b.”)

_____ a. Purchaser waives the opportunity to inspect the property.

_____ b. **WITHIN _____ DAYS OF THE ACCEPTANCE BY THE SELLER OF THE CONTRACT, THE PURCHASER SHALL HAVE THE RIGHT, AT PURCHASER’S EXPENSE, TO INSPECT THE PROPERTY (THE “INSPECTION PERIOD”).** Purchaser

shall keep the property free and clear of all liens, indemnify, and hold the United States harmless from all liability claims, demands, damages, or costs, and repair all damages arising from the inspection and/or tests. Purchaser may use only non-destructive testing and may not conduct a “Phase II” environmental site assessment. If such inspections disclose conditions or information unsatisfactory to the Purchaser, which Seller is unwilling or unable to correct, then Purchaser may elect to cancel the Contract by so notifying Seller in writing during the Inspection Period of said decision and will receive a full refund of their EMD. Purchaser’s written notice of cancellation shall attach a copy of the written report, which discloses conditions or information unsatisfactory to Purchaser. PURCHASER’S FAILURE TO TIMELY NOTIFY SELLER IN WRITING WITHIN THE TIME SPECIFIED IN THIS PARAGRAPH SHALL CONCLUSIVELY BE CONSIDERED APPROVAL OF THE PROPERTY IN ITS CONDITION AS OF DATE OF CONTRACT.

Notwithstanding any other provisions in this Paragraph 8, Purchaser understands that the Property, including fixtures, and any appliances in the sale, are not new and agrees to accept them in their present condition with no express or implied representations or warranties of condition. Purchaser agrees to use the Property inspection time period, if any, to examine all aspects of the Property.

9. **Occupancy Status of Property.** (Seller must initial “a.” or “b.”). Initial by Purchaser.

_____ a. Property is currently vacant. Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to closing.

_____ b. Property is currently occupied and Purchaser has reviewed and accepted the existing lease and/ or occupancy agreement.

i. Seller will transfer to Purchaser at closing such security deposits as are in its possession and will notify Purchaser of the amounts of such deposits, if any, within 5 business days of accepting the Contract. Purchaser acknowledges that the United States does not typically receive security

deposits in forfeitures and the receipt of any such deposits is not a condition of the Contract.

ii. If the property is occupied at closing, all rent, due and payable and collected from occupants for the month in which the closing occurs will be prorated among the Seller and Purchaser as of the closing date.

iii. Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations governing the relationship between landlord and tenant. At closing Purchaser agrees to assume all duties and responsibilities of a property owner and landlord under all applicable ordinances and regulations and any existing lease or occupancy agreement. Any costs incurred in performing such duties and responsibilities, enforcing the landlord's rights under the lease or occupancy agreement, or evicting the tenant shall be Purchaser's sole responsibility and cost.

10. Personal Property. Purchaser agrees that any items of personal property, except for installed appliances, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced herein. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of closing. Any personal property sold by Seller shall be accepted by Purchaser on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

11. Closing Costs and Adjustments.

EXCEPT AS PROVIDED BELOW ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED UPON BY THE SELLER.

Purchaser and Seller agree to prorate the following expenses as of closing: real estate taxes, municipal water and sewer charges, utility charges, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payments of homeowner's association special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser

without credit toward the Purchase Price. Purchaser and Seller shall pay their own closing/settlement fee, and attorney's fees.

Seller will not pay for state transfer tax, Home Owners Association (HOA) transfer fees, or fees associated with closing unless otherwise specified herein. Seller shall not be responsible for any amounts due, paid, or to be paid to anyone post-closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any transfer taxes associated with the recordation of deeds or any other document associated with the transfer of property by the United States of America. Should the local and/or state jurisdiction within which the Property is sited nonetheless require full payment of those costs (other than real estate taxes, which shall be prorated as of Closing) then, regardless of local custom or any provision in the Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs to complete the transaction. Notwithstanding the provisions of this Section 11, Seller will pay for the recording of the Deed.

12. Survey. If required Purchaser shall pay the cost of any survey. No survey shall be provided by Seller.

13. Insurable title.

a. Seller shall provide and Purchaser shall accept such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in the Contract. Lender's and owner's title insurance will be at Purchaser's expense.

b. Purchaser must notify Seller in writing of any and all title objections, within 5 days of seller providing purchaser a copy of the commitment or all objections to title shall be waived. Seller will notify Purchaser of their intent to cure or not cure any objections within 5 days of receipt of said objections. If Seller cannot cure said timely and properly made objections after a good faith effort, or to do so would delay the closing beyond the original or any extended

closing date, Purchaser agrees to accept Seller's title policy at Purchaser's expense. Failure to accept the Seller's title policy shall constitute Purchaser's release of the EMD to the Seller, and the Contract shall be considered null and void. In the event that said timely, written objections cannot be cured by issuing a title insurance policy at normal risk rates, then Seller, in its sole and absolute discretion may declare the Contract null and void. In such event, the Purchaser agrees that the Contract is of no further force or effect as to the Property but agrees, nonetheless to immediately and promptly execute a release of Contract as requested by Seller. Once the release is received by Seller, Purchasers' EMD shall be returned. Seller shall not be obligated to pay interest on the EMD.

14 Form of Deed. The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim, Marshals, or Bargain and Sale Deed).

15 Waivers. As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

a. All rights, if any exist, to file and maintain an action against Seller for specific performance and any right to record a *lis pendens* against the property or to record or file the Contract, or any memorandum thereof, in the official real property records, or any other provisional or permanent remedy that would cloud title to the Property or prevent or impair Seller from conveying the property to another;

b. All rights to dispute in state court any controversy, claim or other matter in question arising out of or relating to the transaction or contract or its breach; and

c. All rights, if any exist, to binding or non-binding arbitration or mediation.

16 Termination. If Closing does not occur, through no fault of Seller, on or before the Closing Date, Seller may, in its sole and absolute discretion elect to: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser hereby agrees that in either event the escrow agent shall release the EMD to Seller and hereby waives the benefit of any federal, state, or local law which would inhibit the immediate release of the EMD to Seller. Should performance of its obligations under the Contract become legally, factually, or practically

impossible, Seller shall have the right, at Seller's sole discretion, in good faith, to terminate the Contract. In the event the Seller elects to terminate the Contract under this section, through no fault of Purchaser, Seller shall return the EMD to Purchaser, and the parties shall have no further obligation under the Contract.

17. **Remedies for Default.** In the event of Purchaser's default, Seller at its option may: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser acknowledges and agrees that by signing the Addendum, Seller shall have the right to retain or seek the release from escrow of the EMD under this section, without any further action, consent, or document from the Purchaser.
18. **Indemnification.** Purchaser agrees to indemnify and fully protect, defend and hold Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, and brokers harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, or brokers due to or arising out of a breach of Purchaser's representations under the Contract or any failure of the Purchaser to fulfill any of the Purchaser's covenants or agreements contained in the Contract. Any other provisions of the Contract notwithstanding, Seller shall not indemnify or hold harmless Purchaser, nor shall Seller be liable to pay Purchaser's attorney's fees.
19. **Interpretation.** In the event an ambiguity or question of intent or interpretation arises, the Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Contract.
20. **Severability.** Any term or provision of the Contract that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Contract or affecting the validity or enforceability of any of the terms or provisions of the Contract in any other jurisdiction. If any provision of the Contract is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

21. **Assignment of Contract.** Neither the Contract nor any of the rights, interests, or obligations hereunder may be assigned by Purchaser (whether by operation of law or otherwise) without the prior written consent of the Seller.
22. **Counterparts.** The Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. The Contract may be delivered by facsimile or electronic mail in Portable Document (PDF) format.
23. **Notices.** Any notices required to be given under the Contract shall be deemed to have been delivered when actually received in the case of hand or overnight delivery. All other notices to Seller will be deemed sent or delivered to Seller when receipt of same has been acknowledged by Seller's listing broker or agent. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent.
24. **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Contract. Accordingly, the terms of the Contract are not to be construed against any party because that party drafted the Contract or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Contract.
25. **Governing Law:** The enforcement, interpretation, and construction of the contract and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the state in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.
26. **Conflict of Legal Descriptions.** In the event of a conflict between the description of the Property in the Contract and the description of the Property set forth in the court order forfeiting the Property to Seller ("Order of Forfeiture"), the description of the Property in the Order of Forfeiture shall prevail for purposes of the Contract.
27. **Prohibited Purchasers.** Purchaser hereby covenants and represents to Seller that Purchaser is not acting, and will not act, directly or indirectly, in concert with, or on behalf of, the person or entity from whom the Property was forfeited or whose conduct resulted in the forfeiture of the Property or those persons acting in concert therewith in the purchase and acquisition of the Property which is the subject of the Contract.

28. **Additional Terms or Conditions.** (insert "NONE" if applicable)

PURCHASER'S ACCEPTANCE:

Entity Name: (if applicable): _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Tax I.D. No. (if an entity): _____

Agent Name (if applicable): _____

Agent Telephone Number: _____

Agent E-mail Address: _____

Accepted this _____ day of _____, 20____

SELLER'S ACCEPTANCE:

For and on behalf of the United States of America

By the United States Marshals Service

Name: _____

Title: _____

Signature: _____

ILLINOIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement (“Agreement”) made on _____, 20____ (“Agreement Date”), between:

_____ (“Buyer”) with a mailing address of _____, City of _____, State of _____ who agrees to buy, and

United States of America _____ (“Seller”) with a mailing address of _____, City of _____, State of _____, who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the “Parties.”

II. LEGAL DESCRIPTION. The real property along with improvements and fixtures thereon and with all appurtenant rights, privileges, and easements is best described as: (check one)

- Industrial Property
- Land (only)
- Multi-Family with _____ total residential units
- Office Building
- Retail Property
- Mixed Use Property (any combination of above)
- Other: _____

Street Address: 2001 N. Division Street | Harvard, IL 60033

Tax Parcel Information (i.e., “Parcel ID” or “Tax Map & Lot”): 01-25-100-018 and 01-25-376-003

Other Description: _____

III. PERSONAL PROPERTY. In addition to the real property described in Section II, the Seller shall include the following personal property: _____

The real property in Section II and any personal property in Section III shall be collectively known as the “Property”.



Buyer's Initials _____ Seller's Initials _____

IV. PURCHASE PRICE. The Buyer agrees to purchase the Property by payment of \$ _____ (_____ Dollars) as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than _____, 20____, at _____: _____ AM PM. Seller shall have three (3) calendar days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) **Letter.** On or before _____, 20____, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval is is not contingent on the lease, sale, or recording of another property;

d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within _____ calendar days from the date in Section IV(c);

e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and

f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

a.) **Loan Amount:** \$ _____



Buyer's Initials _____ Seller's Initials _____

- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): _____%
- d.) **Term:** _____ Months Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event the Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) calendar days.

V. EARNEST MONEY DEPOSIT. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ _____ as consideration by _____, 20____, at _____:_____ AM PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted **is** **is not** required to be placed in a separate trust or escrow account in accordance with Illinois law. The Earnest Money shall be held by _____ ("Escrow Agent").

- a.) **Return of Deposit.** Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Illinois law.

VI. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until _____, 20____, at _____:_____ AM PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any Federal, State, or Local Government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the suitability of the Property. Said Governmental Approvals shall be



obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.

VII. SELLER'S DISCLOSURES. In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

- a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- f.) **Water Rights.** Water rights and/or water shares used in connection with the Property;
- g.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- h.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within ____ calendar days after the Effective Date of this Agreement.

VIII. TITLE. Merchantable title shall be conveyed by _____ deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the Seller's expense Buyer's expense Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within ____ calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and



that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

IX. SURVEY. The Parties agree that: (check one)

- **Seller's Recorded Surveys are Satisfactory.** The Parties agree that the survey provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.

- **New Survey Requested.** Buyer will, at the Seller's Buyer's Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within ____ calendar days of being notified of said title defect.

X. CURE PERIOD. Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have ____ calendar days after delivery of such notice to cure the non-compliance.

XI. CLOSING. The purchase of the Property shall be closed on _____, 20____, at ____:____ AM PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of Buyer Seller Both Parties. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

XII. SALE OF BUYER'S PROPERTY. Performance under this Agreement: (check one)

- **Shall not** be contingent upon the Buyer selling another property.



Buyer's Initials _____ Seller's Initials _____

- **Shall be** contingent upon the Buyer selling another property with a mailing address of _____, City of _____, State of _____, within ____ calendar days from the Effective Date.

XIII. ASSIGNABILITY. This Agreement is: (check one)

- **Assignable.** If this Agreement may be assignable, the Buyer shall deliver a copy of the assignment agreement to the Seller at least ____ calendar days prior to Closing.

- **Not Assignable.**

XIV. NOTICES. All notices shall be in writing and may be delivered by the following acceptable method(s): (check all that apply)

- E-Mail

- Certified Mail (with return receipt)

- Personal Delivery

- Other: _____

Such notices shall be sent to the respective Parties' mailing addresses listed in Section I unless otherwise listed below:

Buyer: _____

Seller: _____

XV. CONVEYANCE. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION. To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:



Buyer's Initials _____ Seller's Initials _____

a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws in the State of Illinois or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no



encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Illinois or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all



necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

XIX. ESCROW AGENT. The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Buyer and the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Illinois law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

XX. SELLER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

XXI. BUYER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific



performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

XXII. ATTORNEYS' FEES. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

XXIII. DAMAGE TO THE PROPERTY. If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD. The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

XXV. CLOSING PROCEDURE. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Illinois.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be



assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

XXVI. RECORDING. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Illinois, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

XXVII. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms



Buyer's Initials _____ Seller's Initials _____

and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

- a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXVIII. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXIX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. DISCLOSURES. The following disclosures are attached to this Agreement and required to be read and signed by the Parties:

- a.) _____
- b.) _____
- c.) _____
- d.) _____

XXXI. DISPUTE RESOLUTION. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Illinois law. Judgment upon the award



of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Illinois law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXXII. TERMS AND CONDITIONS OF OFFER. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXXIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the State of Illinois ("Governing Law").

XXXIV. OFFER EXPIRATION. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, and the Earnest Money shall be returned, unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by _____, 20____, at ____:____ AM PM.

a.) **Effective Date.** The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

XXXV. ADDITIONAL TERMS & CONDITIONS. _____

XXXVI. ENTIRE AGREEMENT. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said



Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Seller's Signature: _____ **Date:** _____

Print Name: _____

Seller's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____



SECTION I: ASSET AND SALE INFORMATION

1. Contractor/Listing Agent Name: Anne Dempsey	2. Phone: (847) 989-8359
----------------------------------------------------------	------------------------------------

3. Auction/Sale/Real Property Contract Date:	4. Auction/Sale Location: 2001 N. Division Street Harvard, IL 60033
-----------------------------------------------------	---------------------------------------------------------------------------------

5. Asset Identification Number/Item Number: 15-FBI-007906	6. Sale Price:
---------------------------------------------------------------------	-----------------------

Personal Property

Identification Number: (VIN, HIN, Tail No., Serial No.) _____

If vehicle, is it subject to Major Automotive Recall?:
 Yes No N/A

Asset Description: _____

Real Property

Address: 2001 N. Division Street | Harvard, IL 60033

Parcel No.: 01-25-100-018 and 01-25-376-003

Complex Asset

Item/Asset Information: _____

SECTION II: "AS IS, WHERE IS" DISCLAIMER AND PROHIBITED PARTIES STATEMENT

All Property is Subject to - "As Is, Where Is" Disclaimer:

All property items will be sold with no warranty or guarantee whatsoever. All items are to be purchased exactly as they appear at auction/sale. They will be sold based on their appearance only. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the property as found and must remove it from the point of sale.

All Buyers Must Read and Acknowledge - Prohibited Parties Statement:

USMS Policy Directive 13.7, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property:

- DOJ employees/contractors, vendors under contract with USMS in the Asset Forfeiture Program and their immediate family members.
- Defendants in a Criminal Case - Titles 18.U.S.C. Section 1963(f) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibits the United States Government from reverting to a defendant or any defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841 et.seq.
- As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).
- Other Third Parties - other governmental and non-governmental agents who are involved in the Asset Forfeiture and DOJ Equitable Sharing Programs.

In order to make an offer to purchase property subject to this sale, the offeror shall check one of the following boxes:

- The offeror warrants that he/she is not: (a) an employee of the USDOJ; (b) an employee of any Federal, State, or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the USDOJ's Asset Forfeiture Program; (d) an agent or member of the immediate family/household of any employee described in (a), (b), or (c) above.
- Any offeror who is an employee of the USDOJ warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104(a).

SECTION III: JUDICIAL FORFEITURE ACTIONS

Criminal Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

Title 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 U.S.C. Section 1962 nor 21 U.S.C. Section 841 et seq., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a criminal records check may be made with the investigative agencies and the United States Attorney's Office involved in the prosecution of the said case to confirm your submitted certification. In that case, you will be required to submit your Social Security Number (SSN) and other personal information. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

United States of America vs. Xia Hua Gon, a.k.a. Edward Gong | Edward Harvard Holdings LLC

Name of Defendant(s): Xia Hua Gon, a.k.a. Edward Gong | Edward Harvard Holdings LLC

I hereby certify that I am not acting and will not act in concert with or on behalf of the defendant(s) in the criminal forfeiture of this property.

Civil Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).

Person(s) property seized from: Xia Hua Gon, a.k.a. Edward Gong | Edward Harvard Holdings LLC

Former Owner(s): Xia Hua Gon, a.k.a. Edward Gong | Edward Harvard Holdings LLC

I hereby certify that I am **NOT** the person whose conduct gave rise to the civil forfeiture of this property nor am I acting in concert with or on behalf of such person(s).

I hereby certify that I **AM** the person whose conduct gave rise to the civil forfeiture or am I acting in concert with or on behalf of such person (s). However, the prohibition against such purchase has been lifted in accordance with USMS policy. **(Attach approval)**

I understand that any falsification of this statement is punishable under provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000.00 and imprisonment of not more than five years.

SECTION IV: BUYER'S CERTIFICATION

I have read the entire contents of this agreement, and hereby acknowledge my agreement with the contents of this document.

Buyer Information

Printed Full Name: _____

Complete Address: _____

Address _____ Unit _____

City _____ State _____ ZIP Code _____

Country: _____

Phone Number: _____

Signature _____ Date of Signature _____

Co-Buyer Information

Printed Full Name: _____

Complete Address: _____

Address _____ Unit _____

City _____ State _____ ZIP Code _____

Country: _____

Phone Number: _____

Signature _____ Date of Signature _____

Instructions to Complete This Form

This form is to be signed by any and all persons who purchase any seized and/or forfeited property from the United States Marshals Service. This is a Special Term and Condition and is a requirement of all property sales. Ensure this document is signed and executed at time of disposal with a copy placed in the case file.

1. Complete all fields. Type or print legibly in blue or black ink. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A").
2. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, USMS may modify the form consistent with your intent.
3. You must use U.S. Postal Service 2-letter state abbreviations when you fill out this form. Do not abbreviate the names of cities or foreign countries.
4. All telephone numbers must include area codes.
5. All dates provided on this form must be in Month/Day/Year (mm/dd/yy) or Month/Year (mm/yy) format. Use numbers 1-12 to indicate months. For example, May 27, 2012 should be shown as 5/27/12.
6. Where applicable, the following parties must complete the following sections of this form:

Forfeiture Type	USMS personnel	Buyer/Co-Buyer
Administrative Forfeitures	Section I	Sections II and IV
Civil and Criminal Forfeitures	Sections I and III	Sections II, III, and IV

Purpose of This Form

The primary use of the information on this form is for review by officials of the Department of Justice to determine compliance with applicable federal prohibitions under 18 U.S.C. § 1963(g) and 21 U.S.C. § 853(h) of the Comprehensive Crime Control Act of 1984, which prohibit the United States from reverting forfeited property to defendant(s) convicted of violations under 18 U.S.C. § 1962 and/or 21 U.S.C. § 841 et seq., or any person acting in concert with or on behalf of such defendant(s).

Authority to Request This Information

The collection of this information is authorized by 28 U.S.C. § 524 and 44 U.S.C. § 3101.

Privacy Act of 1974 Compliance Information

Solicitation of information contained herein is authorized by Executive Order 10450 and may be used as a basis for eligibility determinations. The USMS describes how your information will be maintained in the Privacy Act system of record notice published in the Federal Register at 73 FR 35690 on June 24, 2008. Your social security number is being requested pursuant to Executive Order 9397. Disclosure of the information by you is voluntary. Information may be transferred as a routine use to appropriate Federal, state, local, or foreign agencies when relevant to civil, criminal or regulatory investigation, prosecutions, or pursuant to a request by DHS or such other agency is in connection with the hiring or retention of an employee, the issuance of a license, grant, or other benefit. Information also may be transferred as a routine use to a duly authorized official engaged in an investigation or settlement of a grievance, complaint, or appeal filed by an employee. Failure to provide information requested on this form may result in the government's inability to determine your eligibility for the position applied for or occupied, and may affect your prospects for employment or continued employment under a government contract, or at a Federal facility, or with a government license.

Privacy Act Routine Uses

1. To U.S. Marshals Service personnel when needed for official business including designated analysts and managers for official business;
2. To disclose information to agency staff and administrative offices who may restructure the data for management purposes;
3. In any legal proceeding, where, pertinent, to which the U.S. Marshals Service is a party before a court or administrative body;
4. To the Office of Personnel Management (OPM), the Office of Management and Budget (OMB), or the Government Accountability Office (GAO) when the information is required for program evaluation purposes;
5. To a Member of Congress or staff on behalf of and at the request of the individual who is the subject of the record;
6. To an expert, consultant, or contractor of the U.S. Marshals Service in the performance of a Federal duty to which the information is relevant;
7. To the National Archives and Records Administration (NARA) for records management purposes;

Property: 2001 N. Division Street | Harvard, IL 60033

ACKNOWLEDGEMENT FOR REAL ESTATE PURCHASE AND SALE CONTRACT
("CONTRACT") BETWEEN United States of America ("SELLER")
AND _____ ("PURCHASER")

1. Purchaser acknowledges that concurrently with their execution of the contract, and submission of the contract package, they have delivered the Earnest Money to the Settlement Agent.
2. Purchaser acknowledges that the Earnest Money will be released to Seller within 48 hours of the execution of the contract by Seller. The Earnest Money will be applied to the Purchase Price at closing.
3. If contract is terminated before the inspection period expires, Earnest Money shall be refunded to Purchaser.
4. **Property is sold "AS-IS"**. It is the responsibility of Purchaser to inspect the property the week of escrow closing. Once escrow closes, Purchaser waives any and all possible future claims they may have.

All other terms and conditions contained in the Contract, any Addenda, exhibits and ancillary documents executed in connection with the Property, shall remain the same.

PURCHASER:

By: _____

Print Name: _____

Date: _____

Asset Purchaser Disclosure Survey

The USMS welcomes and strongly encourages participation of all interested asset purchasers, especially Minority and Women Owned (MWO) purchasers, in USMS’s asset sales programs. You have the opportunity to disclose information so that the USMS may examine the full level of asset purchaser interest in its asset sales opportunities, including MWO participation, and identify additional asset purchaser outreach activities to support further diversity of participation. Therefore, USMS would appreciate your assistance in providing the information below. Please understand that the disclosure of this information is completely voluntary and for USMS informational purposes only.

To Be Completed by USMS Contractor:

Asset Type Sold: Commercial Building

City/State of Asset Sold: Harvard/IL

USMS Contractor: Colliers International



To be completed by Prospective Asset Purchaser (voluntary):

Are you a minority or is your entity minority-owned?*	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
	<i>If yes, please select the appropriate group(s):</i>	
Race/ Ethnicity	American Indian or Alaska Native	<input type="checkbox"/>
	Asian	<input type="checkbox"/>
	Black or African American	<input type="checkbox"/>
	Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>
	Hispanic or Latino	<input type="checkbox"/>
Are you a woman or is your entity women-owned?*	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

* If the Asset Purchaser is a business entity (i.e. not an individual), to be considered “minority and/or women owned” the entity would be more than 50% owned and controlled, through day-to-day management by persons of one or more of the following groups: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, and/or Women.

Buyer Initials _____