



CHICAGO ASSOCIATION OF REALTORS®
VACANT COMMERCIAL LAND PURCHASE AND SALE CONTRACT
This Contract is Intended to be a Binding Real Estate Contract

Rev. 9/2013



1. **Contract.** This Vacant Land Purchase and Sale Contract ("**Contract**") is made by and between _____ ("**Buyer**") and _____ ("**Seller**") (collectively, "**Parties**" and individually "**Party**"), with respect to the purchase and sale of the parcel of land, as described in Exhibit A attached hereto, located at _____,

(address) (city) (state) (zip)

together with any and all rights, benefits, privileges, easements, and appurtenances belonging thereto ("**Property**").

Property P.I.N. #: _____ . Approximate lot size: _____ .

2. **Purchase Price.** The purchase price for the Property is \$ _____ ("**Purchase Price**").

3. **Earnest Money.** Within ___ business days after this Contract is fully executed and delivered (the "**Effective Date**"), Buyer shall deposit with _____ ("**Escrowee**"), initial earnest money in the amount of \$ _____, in the form of _____ ("**Initial Earnest Money**"). The Initial Earnest Money shall be increased to (**strike one**) _____ % of the Purchase Price **OR** \$ _____ ("**Final Earnest Money**") within _____ business days after the expiration of the Attorney Approval Period (as established in Paragraph 4 of this Contract) (the Initial and Final Earnest Money together with any earning thereon are referred to collectively as the "**Earnest Money**"). The Parties acknowledge and agree that the Parties shall execute all necessary documents with respect to the Earnest Money in form and content reasonably agreed upon between the Parties (the "**Earnest Money Escrow**") and the Escrowee and, except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for and investing the Earnest Money, if applicable.

4. **Attorney Modification.** Within ___ business days after the Effective Date ("**Attorney Approval Period**"), the Parties' respective attorneys may propose written modifications to this Contract ("**Proposed Modifications**") on matters other than the Purchase Price, broker's compensation and dates. Any Proposed Modifications that are set forth in writing and accepted by the other Party shall become terms of this Contract as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then this Contract shall be null and void, except for those provisions which by their terms survive the termination of this Contract, and the Earnest Money shall be promptly returned to Buyer. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THE RIGHT TO MODIFY OR TERMINATE THIS CONTRACT AS PROVIDED IN THIS SECTION 4 SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

5. **Finance Contingency.** The Closing (as hereinafter defined) is contingent upon Buyer securing by _____, 20___ ("**First Commitment Date**") a firm (except for matters of title and survey and matters totally within Buyer's control) written mortgage commitment for a fixed rate or an adjustable rate mortgage in the amount of (**strike one**) \$ _____ **OR** ___ % of the Purchase Price, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed ___ % per year fixed (or ___ % per year for the initial rate for an adjustable rate), amortized over ___ years, payable monthly, loan fee not to exceed ___ %, plus appraisal and credit report fee, if any, and otherwise on commercially reasonable terms ("**Required Commitment**"). If the note referenced in the Required Commitment has a balloon payment, it shall be due no sooner than ___ years. Buyer shall make commercially reasonable efforts to obtain the Required Commitment by the First Commitment Date. If despite such commercially reasonable efforts Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before the First Commitment Date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("**Second Commitment Date**"), secure the Required Commitment for Buyer upon the same terms, if Seller gives Buyer notice of Seller's intention to attempt to do so within 10 days after such notice from Buyer, and may extend the Closing Date (as hereinafter defined) by up to 30 business days upon notice to Buyer within such initial 30 business day period. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one reasonable application fee as directed by Seller. Should Seller fail to give such notice, this Contract shall be null and void as of the First Commitment Date, except for those provisions which by their terms survive the termination of this Contract, and the Earnest Money shall be promptly returned to Buyer. In the alternative, if Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to secure the Required Commitment as provided above, and Seller does not notify Buyer of its election to secure the Required Commitment for Buyer within the 10-day period referenced above or, if such notice is given, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void, except for those provisions which by their terms survive the termination of this Contract, and the Earnest Money shall be promptly returned to Buyer. If Buyer does not provide the notice to Seller provided for above in this Section 5 by the First Commitment Date, Buyer shall be deemed to have waived Buyer's right to terminate this Contract pursuant to this Section 5 and this Contract shall remain in full force and effect.

6. **Property Information.** Within ___ business days after the Effective Date, Seller shall provide to Buyer the following to the extent in Seller's possession or control regarding the Property (the "**Property Information**"): (a) plats of survey, title reports, commitments and policies (with any insurance amounts redacted), and engineering and environmental reports regarding the Property; (b) any written notices, reports, orders, decisions, or memoranda from any governmental authority (including, but not limited to, copies of any zoning letters); (c) all agreements with or applications to any governmental authority with respect to any zoning modification, variance, exception, subdivision, platting or other matter relating to the zoning, use, development, subdivision or platting of the Property; and (d) any leases, contracts or agreements relating to the Property or services being provided or to be provided to the Property. Notwithstanding the foregoing, Property Information shall not include (i) the valuation of the Property performed by or on behalf of Seller, including any appraisals of the Property; (ii) the terms of the acquisition of or any financing relating to the Property; (iii) any income tax information; or (iv) any information or reports that are attorney-client privileged or otherwise confidential, provided that Seller has made commercially reasonable efforts, at no expense to Seller, to obtain a waiver of any confidentiality restrictions (other than attorney-client privileged information or reports). Seller shall also promptly provide any additional Property Information that comes into Seller's possession or control prior to Closing.

7. **Inspection.** Within ___ business days after the Effective Date ("**Inspection Period**"), Buyer may conduct, at Buyer's sole expense (unless otherwise provided by law) reasonable inspections of the Property ("**Inspections**"), including but not limited to investigations of the utilities serving the Property and environmental audits and soil sample testing of the Property by one or more properly licensed or certified inspection personnel (each, an "**Inspector**"). Buyer shall provide Seller with reasonable advance notice prior to conducting any Inspections, which Inspections shall be conducted at reasonable times and in the presence of Seller or Seller's agents or employees, if Seller so elects. The Inspections shall not cause any material damage to the Property or disrupt or disturb any ongoing operations at the Property and shall otherwise be conducted in a manner reasonably acceptable to Seller. The Inspections shall also be subject to such conditions as Seller may reasonably impose, including evidence of liability insurance reasonably acceptable to Seller. Buyer further agrees to promptly report any injury or damage caused by the Inspections to Seller, be responsible for any such injury or damage and, if requested by Seller, promptly repair any such damage, subject to such

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

conditions as Seller may reasonably impose. Buyer shall promptly pay when due the expenses of all Inspections and not permit any liens to attach to the Property by reason thereof. Buyer shall hold harmless, defend (with counsel reasonably acceptable to Seller) and indemnify Seller and Seller's agents and employees from and against any claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) caused by the Inspections, excluding the mere discovery of any environmental or other defects in the Property of which Buyer becomes aware through the Inspections. Buyer agrees to promptly provide copies of all written reports of such Inspections to Seller. Buyer may terminate this Contract at any time prior to the expiration of the Inspection Period by reason of Buyer's dissatisfaction with the Property Information or Inspections or for any other reason or no reason in Buyer's sole discretion by providing written notice of such termination to Seller prior to the expiration of the Inspection Period. In the event of such notice, the Earnest Money shall be promptly returned to Buyer, and this Contract shall otherwise be null and void, subject to any provisions of this Contract which by their terms survive its termination. *IN THE ABSENCE OF SUCH WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, BUYER'S RIGHT TO TERMINATE THIS CONTRACT PURSUANT TO THIS SECTION 7 SHALL BE DEEMED WAIVED BY BUYER, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.* Buyer's obligations to repair any damage to the Property and hold harmless, defend and indemnify Seller and Seller's agents and employees under this Paragraph 7 shall survive the termination of this Contract.

8. Issues Related to Property Development - Contingencies. If Buyer contemplates developing the Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is possible. Municipal and zoning ordinances, recorded building and use restrictions, covenants, conditions of record and easements may prohibit certain improvements or uses and therefore should be reviewed. A review of all necessary building permits, zoning variances, special use permits, architectural control committee approvals, estimates for utility hook-up expenses and special assessment charges for installation of roads or utilities may be needed to determine the feasibility of a particular use of the Property. As a result, Closing is subject to the following contingencies ("**Contingencies**") (*check all that apply*):

- (a) **Development Contingency.** (*strike one*) Buyer / Seller obtaining all requisite approvals from any governing body having jurisdiction for the construction/development of the Property as _____. (*strike one*) Buyer / Seller is to have until _____, 20____ to obtain approval in final, non-appealable form, upon conditions reasonably acceptable to the Buyer.
- (b) **Subdivision Contingency.** (*strike one*) Buyer / Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the Property. (*strike one*) Buyer / Seller must make an application for subdivision approval by _____, 20____ and the Parties agree to use commercially reasonable efforts to diligently pursue the application. The final approval, upon conditions reasonable acceptable to the Buyer, shall be obtained on or before _____, 20____.
- (c) **Utility Availability.** (*strike one*) Buyer obtaining / Seller delivering evidence, on or before _____, _____, that the following utilities serve the Property in a manner and in a location reasonably acceptable to Buyer (*check all that apply*): electricity; gas; municipal water; municipal sewer; telephone; and other:_____.
- (d) **Vacant Land Disclosure.** Seller delivering to Buyer or Buyer's designated agent a completed copy of the Chicago Association of Realtors' Vacant Land Disclosure Rider ("**Disclosure**") within ____ business days of the Effective Date. If Buyer does not receive the Disclosure within the specified time, Buyer shall within 2 business days of the due date for receipt of the Disclosure notify Seller of Buyer's election to terminate this Contract or proceed with this Contract without regard to Buyer's receipt of the Disclosure. *IN THE ABSENCE OF ANY WRITTEN NOTICE FROM BUYER TO SELLER WITHIN SUCH 2 BUSINESS DAY PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.*

IF BUYER DELIVERS WRITTEN NOTICE TO SELLER THAT BUYER ELECTS TO TERMINATE THIS CONTRACT PRIOR TO THE EXPIRATION OF ANY OF THE ABOVE-REFERENCED CONTINGENCY PERIODS, THEN THIS CONTRACT SHALL BE NULL AND VOID, EXCEPT FOR THOSE PROVISIONS WHICH BY THEIR TERMS SURVIVE THE TERMINATION OF THIS CONTRACT, AND THE EARNEST MONEY SHALL BE PROMPTLY RETURNED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO THE EXPIRATION OF ANY OF THE ABOVE-REFERENCED CONTINGENCY PERIODS, BUYER'S RIGHT TO TERMINATE THIS CONTRACT PURSUANT TO THIS SECTION 8 SHALL BE DEEMED WAIVED, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

9. Title and Survey Review.

(a) **Title Commitment.** Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer, a preliminary title commitment for a current ALTA owner's title insurance policy dated on or after the Effective Date issued for the Property by _____ ("**Title Company**") in the amount of the Purchase Price ("**Title Commitment**") and copies of the recorded documents listed on Schedule B thereof (the "**Recorded Documents**").

(b) **Survey.** Within _____ days after the Effective Date of this Contract, Seller shall deliver to Buyer a current plat of survey for the Property ("**Survey**") which shall be (i) prepared in accordance with the current minimum detail requirements of the ALTA/ACSM Land Title Survey standards necessary to allow the Title Company to insure or endorse over survey exceptions, (ii) dated subsequent to the Effective Date, and (iii) certified in favor of Buyer and Buyer's lender (if Buyer provides timely notice thereof) and the Title Company.

(c) **Title and Survey Review.** Within fifteen (15) days after the receipt of the last of the Title Commitment, Recorded Documents and the Survey and subject to (i) through (v) of the Permitted Exceptions, as hereinafter defined, Buyer may notify Seller in writing of any exceptions or defects in the Title Commitment or Survey to which Buyer reasonably objects ("**Title and Survey Objection(s)**"). If Buyer does not so notify Seller of any Title and Survey Objection(s) within such time period, Buyer shall be deemed to have approved any exceptions and defects contained in the Title Commitment and Survey. If Buyer so notifies Seller of any Title and Survey Objections(s) within such time period, Seller shall, within ten (10) days after the receipt of Buyer's Title and Survey Objection(s) ("**Cure Period**"), deliver to Buyer written notice that either (i) Seller will at Seller's expense, correct or remove the Title and Survey Objection(s) or have the Title Company insure or endorse over the Title and Survey Objection(s), before the Closing Date, in a manner reasonably acceptable to Buyer, provided, however, as to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale, or (ii) Seller is unwilling or unable to remove any such Title and Survey Objection(s) by the Closing Date. If Seller fails to give such notice, Seller shall be deemed to have elected not to remove any such Title and Survey Objection(s). In the event Seller gives or is deemed to have given notice that Seller is unwilling or unable to remove any such Title and Survey Objection(s) by the Closing Date, Buyer may, upon notice to Seller within five (5) days after the expiration of the Cure Period, (i) elect to terminate this Contract and Buyer and Seller shall have no further obligations under this Contract, except for those provisions which by their terms survive the termination of this Contract, and the Earnest Money shall be promptly returned to Buyer, or (ii) elect to purchase the Property subject to such Title and Survey Objection(s). The foregoing notwithstanding, nothing in this Section 9(c) will
Buyer Initials:_____ Buyer Initials:_____ Seller Initials:_____ Seller Initials:_____

permit Seller to refuse to pay off at or before Closing any mortgage, trust deed, security agreement or financing statement that imposes a lien on the Property.

(d) Title Policy. Title shall be insured by a current ALTA Form Owner's Policy of Title Insurance ("**Title Policy**") issued by the Title Company in the amount of the Purchase Price and in substantially the form of the Title Commitment, with extended coverage over all general exceptions and subject only to the following: (i) zoning laws and ordinances; (ii) acts done by Buyer; (iii) all special governmental taxes or assessments confirmed and unconfirmed; (iv) general real estate taxes not yet due and payable at the time of Closing; (v) those existing leases and tenancies that are included in the Property Information and otherwise permitted hereby; and (vi) any exceptions that Seller is not obligated to remove or cause to be insured or endorsed over as provided in Section 9(c) above (collectively, the "**Permitted Exceptions**"). The Title Policy shall be conclusive evidence of good title as therein shown to all matters insured by the Title Policy, subject only the Permitted Exceptions.

10. Closing. The closing ("**Closing**") of the transaction contemplated by this Contract shall occur _____ () days after the end of the later of the Inspection Period, the fulfillment or deemed waiver of any Contingency(ies), if applicable, and the last day that Buyer has the right to terminate this Contract under Section 9(c) above, as such date may be extended by the other terms of this Contract or as otherwise mutually agreed by the Parties ("**Closing Date**"). This Contact shall close through an escrow ("**Closing Escrow**") with the Title Company, at its office located closest to the Property, or as the Parties may otherwise reasonably agree, in accordance with the general provisions of the usual form of "New York Style" deed and money escrow agreement then in use by the Title Company, with such special provisions inserted in such escrow agreement as may be required to conform with this Contract. Upon the creation of the Closing Escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price, plus or minus applicable prorations, and delivery of the Closing Deliveries, as hereinafter identified, shall be made through the Closing Escrow. Seller agrees to surrender possession of the Property on or before the Closing Date, subject the Permitted Exceptions.

11. Closing Costs. Seller shall bear the cost of the Title Commitment, Recorded Documents, Title Policy and Survey, the cost to record any instruments necessary to clear Seller's title, and one half the cost of the Closing Escrow. Buyer shall bear the cost of any recording fees with respect to the Deed and Buyer's mortgage financing, one half the cost of the Closing Escrow and any title endorsements required by Buyer or its lender that are not required of Seller hereunder. All other costs and expenses in connection with the transaction contemplated by this Contract shall be borne by Buyer and Seller as provided elsewhere in this Contract or otherwise in the manner in which such cost and expenses are customarily allocated between the Parties at closings of real property similar to the Property in the county in which the Property is located.

12. Seller's Closing Deliveries. At Closing, Seller will deliver the following to the Title Company into the Closing Escrow in form and substance reasonably acceptable to Buyer and, to the extent applicable, the Title Company:

(a) Deed. A recordable warranty deed, if Seller is an individual, or special warranty deed, if Seller is any entity (or other appropriate deed if title is in trust or in an estate) ("**Deed**"), subject only to the Permitted Exceptions.

(b) Affidavit of Title. A notarized affidavit of title, which shall cover the Closing Date.

(c) Transfer Tax Declarations. All required real property transfer tax declarations.

(d) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit.

(e) Authority. Evidence of existence, organization, and authority of Seller and the authority of the person executing documents on behalf of Seller.

(f) Bulk Sales Waivers. If applicable, letters from the Illinois Department of Revenue, Illinois Department of Employment Security and the county and municipality in which the Property is located, advising that Seller has no assessed but unpaid taxes, penalties, interest or other amounts due under Section 9.02(d) of the Illinois Income Tax Act and 35 ILCS 120/5j, 820 ILCS 405/2400 and any county and municipal bulk sales type ordinances, if applicable, respectively, and no withholding is necessary under said statutes and/or ordinances, provided that if an amount is shown to be due, Buyer may withhold proceeds as provided in such statutes and/or ordinances.

(g) Other Documents. An ALTA statement and such other documents and instruments as are contemplated hereunder or as may reasonably be required by Buyer, Buyer's counsel or the Title Company and necessary and appropriate to consummate this transaction and to otherwise effectuate the agreement of the Parties hereto.

13. Buyer's Closing Deliveries. At Closing, Buyer will deliver the following to the Title Company into the Closing Escrow:

(a) Purchase Price. The Purchase Price, less the Earnest Money, which, less any earning thereon, shall be applied to the Purchase Price, plus or minus applicable prorations, in immediately available funds.

(b) Other Documents. Such other documents and instruments as are contemplated hereunder or as may reasonably be required by Seller, Seller's counsel or the Title Company and necessary and appropriate to consummate this transaction and to otherwise effectuate the agreement of the Parties hereto.

14. Real Estate Taxes and Other Prorations. At Closing, known general real estate taxes shall be prorated on the basis of the applicable tax bill(s) and unknown general real estate taxes shall be prorated based on (i) _____% of [**strike (a) or (b)**]:

(a) the most recent ascertainable full year tax bill, or

(b) the latest tax rate and equalizer applied to the latest assessed valuation for the Property

(subject to prompt reparation when the actual amount of prorated taxes are known, provided that the amount of any general taxes due and payable after Closing which may accrue by reason of new or additional improvements made by Buyer on the Property in the year of Closing shall be paid by Buyer [**strike if inapplicable**]), or (ii) as mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period. Seller agrees to timely file all applications, complaints, petitions and appeals for the Property necessary to maintain through the date of Closing all reductions in the real estate tax assessed valuation of the Property which are in effect as of the Effective Date to the extent commercially reasonable and will not withdraw, settle, or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for the tax year in which the Closing is to occur or any subsequent tax year without the prior consent of Buyer, which consent will not be unreasonably withheld. The benefit of any real estate tax assessment reductions, tax refunds and credits received after the Closing Date that are attributable to any prorated taxes will be reparated between Seller and Buyer, after deducting any expenses thereof. If the Property is subject to roll-back taxes _____ shall promptly pay such taxes when due. Special assessments and any other proratable items, such as charges or security deposits under any agreements or leases assigned as herein provided, shall be prorated as of Closing or as otherwise agreed to by the Parties during the Attorney Approval Period. Prorations shall be made as of the [**strike one**] beginning / end of the Closing Date.

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

15. Agreements Affecting the Property. From and after the Effective Date until the Closing or earlier termination of this Contract, Seller agrees not to sell, convey, mortgage, lease, license or do any other act to diminish or encumber or materially change the current status of title to the Property relating to items that are not to be removed as of Closing and specifically Seller will not, without Buyer's consent, which consent shall not be unreasonably withheld, enter into, renew, extend or modify any leases, licenses, contracts or other agreements affecting the Property. At Closing, Seller shall assign to Buyer, in form and substance reasonably acceptable to the Parties, Seller's interest in any contracts, leases and other agreements and permits, licenses or intangible personal property then in effect, if any, used or useful in connection with the Property that are assignable by Seller and acceptable by Buyer, to the extent the Parties have agreed in writing prior to the end of the Inspection Period to convey the Property subject thereto. Unless otherwise agreed to by the Parties during the Inspection Period, if any of the same are (a) assignable but only upon payment of a certain amount, the same shall not be assigned unless Buyer timely pays such amount, or (b) not terminable by Closing without penalty, then the same shall not be terminated and Buyer shall take the Property subject thereto unless Buyer timely pays the amount of the penalty. Said assignment shall include Seller's agreement to indemnify Buyer from and against any defaults under such agreements accruing before Closing and Buyer's agreement to indemnify Seller for any default under such agreements accruing after Closing. For any such agreements that are to be assigned as of Closing, Seller shall deliver to Buyer at least ___ days prior to the end of the Inspection Period currently dated estoppel certificates from the other parties to any such agreements that are to survive Closing to the extent required by such agreements or, to the extent the other parties thereto consent, as otherwise reasonably requested by Buyer. Any deposit made under any agreement to be so assigned will be credited to Seller or Buyer at Closing, as the case may be, and Seller shall not apply any part of a deposit Seller currently retains thereunder except as permitted by the terms of such agreement in the event of a default by the other party thereunder.

16. "AS-IS" Condition. Except as otherwise specifically provided in this Contract, this Contract is for the sale and purchase of the Property in its "as-is" condition as of the Effective Date. The Property has been or will be inspected by the Buyer and Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Seller or Seller's agents, brokers or representatives other than those set forth herein.

17. Representations and Warranties. (a) Seller makes the following representations and warranties as of the Effective Date and, except as hereinafter provided, as of Closing:

(i) **Ownership and Authority.** Seller is the fee simple owner of the Property. Seller has been duly organized and is validly existing as a _____, is in good standing in the state of its organization and is qualified to do business, and is in good standing, in the State of Illinois. Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Contract, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein. The persons signing this Contract on behalf of Seller are authorized to do so. This Contract has been, and the documents to be executed by Seller pursuant to this Contract will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(ii) **Conflicts or Pending Actions or Proceedings.** There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Contract. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to the Property or which challenges or impairs Seller's ability to execute or perform Seller's obligations under this Contract.

(iii) **Condemnation.** Seller does not have knowledge of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

(iv) **Leases and Other Agreements Affecting Property.** Except as otherwise disclosed in the Property Information, Title Commitment or Recorded Documents delivered to Buyer, there are no leases of or any tenancy in the Property or any unrecorded contracts or agreements that affect the Property and, for any such leases, tenancies, contracts or agreements that do exist and, pursuant to the terms hereof will survive Closing, to Seller's knowledge, the same are in full force and effect and neither Seller nor the other parties thereto are in default thereunder, nor is there any existing set of circumstances which with the giving of notice or the passage of time, or both, would constitute such a default by Seller or such other parties thereto.

(v) **Taxes.** The ___ general real estate taxes for the Property were \$ _____. Except as otherwise disclosed in the Property Information, Title Commitment or Recorded Documents delivered to Buyer, Seller has received no notice of any tax or assessment proceedings, abatements, exemptions, or notices of increased assessed valuation or special or general assessments that are pending and, to Seller's knowledge, no such proceedings, abatements or notices are threatened with respect to the Property. The Property is assessed separately from all other real estate for real estate tax purposes.

(vi) **Employees.** There are no employees of Seller who Buyer shall be obligated to retain or compensate because of Buyer's purchase of the Property.

(vii) **Property Information.** To Seller's knowledge, the Property Information contains all material documents, files, written information, books and records in Seller's possession or control relating to the Property (except such information documents, files, written information, books and records that Seller is not obligated to disclose) and the Property Information is true, correct and complete in all material respects, and does not fail to include any material information necessary to make the Property Information delivered to Buyer not misleading.

(viii) **Environmental Matters.** Except as otherwise disclosed in the Property Information delivered to Buyer, Seller has not received notification from any governmental authority and Seller otherwise has no knowledge that (i) all or some portion of the Property violates any Environmental Laws (as defined herein); or (ii) any Hazardous Substances (as defined herein) have been stored or generated at, released or discharged from or are present upon, or other condition exists at, the Property that is a Reportable Use (as herein defined). **"Environmental Law"** means any federal, state or local law, ordinance, rule, or regulation in effect on the date of this Contract which regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Substance, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Sections 2601, et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C., Section 1802. **"Hazardous Substances"** shall mean any hazardous substances or materials as defined in the Environmental Laws. **"Reportable Use"** shall mean (i) the existence of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property of a Hazardous Substance with respect to which any Environmental Law requires that a notice be given to persons entering or occupying the Property or neighboring properties.

(ix) **Compliance with Laws and Codes.** In addition to the representations and warranties contained in Section 17(a)(viii) above, except as otherwise disclosed in the Property Information delivered to Buyer:

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

(A) Seller has not received any written notice advising or alleging, and Seller has no knowledge, that the Property is not in compliance with any other applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations, and

(B) no inspection has been made by a party authorized to initiate or issue such a notice with respect thereto, unless in each such case all required corrective action was completed prior to the Effective Date.

(b) Buyer makes the following representations and warranties as of the Effective Date and, except as hereinafter provided, as of Closing:

(i) Authority. Buyer has been duly organized and is validly existing as a _____, is in good standing in the state of its organization and is qualified to do business, and is in good standing, in the State of Illinois. Buyer has the full right and authority and has obtained any and all consents required therefor to enter into this Contract, consummate or cause to be consummated the purchase and accept all the transfers and assignments contemplated herein. The persons signing this Contract on behalf of Buyer are authorized to do so. This Contract has been, and the documents to be executed by Buyer pursuant to this Contract will be, authorized and properly executed and do and will constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

(ii) Conflicts or Pending Actions or Proceedings. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Contract. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform Buyer's obligations under this Contract.

For any representation or warranty that either Party is deemed hereby to have remade as of Closing, if notice is received by such Party (the "**Breaching Party**") or the Breaching Party becomes aware between the Effective Date and Closing, which notice or awareness would make any such Party's representation or warranty untrue as of Closing ("**Change in Circumstances**"), the Breaching Party shall notify the other Party within the earlier of: (i) three (3) business days after the Breaching Party receives such notice or so becomes aware, and (ii) Closing. Neither Party shall be responsible for any Change in Circumstances for such Party that is caused by the other Party. If the reasonably estimated cost to remedy a Change in Circumstances for which a Breaching Party is responsible does not exceed \$_____ (the "**Maximum Remedy Amount**"), the non-Breaching Party may elect to close subject to the Change in Circumstances, in which event (A) the Breaching Party will use reasonable efforts to remedy the Change in Circumstances prior to Closing, and (B) the Non-Breaching Party will be entitled to a credit at Closing equal to the lesser of the Maximum Remedy Amount (reduced by any amounts paid or incurred by the Breaching Party to remedy the Change in Circumstances), and the reasonably estimated cost, determined as of Closing, of remedying the Change in Circumstances. If the non-Breaching Party does not elect either (A) or (B) above, this Contract will terminate and the Earnest Money shall be paid to Buyer, the Breaching Party shall not be deemed to have breached any representation or warranty that is the subject of the Change in Circumstances and neither Party hereto shall have any further liability to the other hereunder, except as may be otherwise herein provided, unless the non-Breaching Party elects to close, in which event the non-Breaching Party will be entitled to a credit at Closing equal to the Maximum Remedy Amount. The foregoing notwithstanding, any Change in Circumstances regarding a condemnation of all or any part of the Property shall not be governed by this Section 17 but by Section C below of the General Provisions of this Contract. The foregoing representations and warranties made shall survive the Closing, or earlier termination of this Contract as set forth herein, provided that no action shall be brought by a non-Breaching Party to enforce, or to seek damages for a breach of any warranty or representation by a Breaching Party under this Section 17 more than _____ after Closing or earlier termination of this Contract. Anything to the contrary contained herein notwithstanding, if (1) the Change in Circumstances is the result of the fraud by the Breaching Party, then the Breaching Party shall be obligated to remedy the Change in Circumstances or provide the Non-Breaching Party at Closing with whatever credit is necessary to cure such Change in Circumstances and non-Breaching Party shall be entitled to pursue any other available remedy, and (2) the non-Breaching Party becomes aware that any representation or warranty of the Breaching Party is not true and correct as of the date of Closing and elects to consummate this transaction notwithstanding such fact, the non-Breaching Party shall not be entitled to commence any action to recover damages from the Breaching Party due to such representation and warranty failing to be true and the non-Breaching Party shall not be entitled to rely on any such representation and warranty.

18. Dual Agency. The Parties confirm that they have previously consented to _____ ("**Licensee**") to act as Dual Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this Contract.

Buyer Initials: _____ Buyer Initials: _____ Seller Initials: _____ Seller Initials: _____

19. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH PARTIES AND DELIVERED. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS AFTER THE PARTIES SIGNATURES, EXHIBIT A AND RIDERS _____ (list Rider numbers here) AND ADDENDUM _____ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

OFFER DATE: _____, _____

ACCEPTANCE DATE: _____, _____

BUYER'S INFORMATION:

Buyer's Signature: _____

Buyer's Signature: _____

Buyer's Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

SELLER'S INFORMATION:

Seller's Signature: _____

Seller's Signature: _____

Seller's Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

BUYER'S BROKER'S INFORMATION:

Designated Agent (print): _____

Agent MLS Identification Number: _____

Brokerage Company Name: _____ MLS # _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): _____

Agent MLS Identification Number: _____

Brokerage Company Name: _____ MLS # _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

BUYER'S ATTORNEY'S INFORMATION:

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

BUYER'S LENDER'S INFORMATION:

Mortgage Broker's Name: _____

Lender: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

GENERAL PROVISIONS

A. Notice. All notices required by this Contract shall be in writing and shall be served upon and by the Parties or their attorneys at the addresses provided in this Contract, as such addresses may be changed by notice given in accordance herewith. 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 by personal delivery, commercial delivery service, or by the use of a facsimile machine or sent by email and shall be deemed received when delivered. In addition, facsimile or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals.

B. Default. Neither Party shall be considered in default under this Contract unless such Party fails to cure a breach of this Contract on such Party's part within ___ days after notice from the other Party specifying such breach. Notwithstanding any provisions herein to the contrary, (i) if Seller defaults under this Contract, Buyer shall have the following options as Buyer's sole remedies *[strike (a) or (b) if inapplicable]*: (a) promptly receive the Earnest Money [and sue for damages in an amount not to exceed \$ _____ (*strike if inapplicable*)], or (b) compel specific performance of this Contract by Seller, and (ii) if Buyer defaults under this Contract, Seller shall have the following options as Seller's sole remedies *[strike (a) or (b)]*: (a) promptly receive the Earnest Money as liquidated damages, less expenses and commission that may be due the listing broker, it being agreed that Seller's actual damages would be difficult to ascertain and the Earnest Money represents the Parties' best estimate of such damages, or (b) compel specific performance of this Contract by Buyer [or sue for damages in an amount not to exceed \$ _____ (*strike if inapplicable*)]. The foregoing notwithstanding, (1) each Party shall also be entitled to recover from the other Party all reasonable attorney's fees and court costs incurred by a Party in successfully pursuing such Party's rights and remedies hereunder, (2) the right to equitable relief shall not be construed to be in lieu of or to preclude the right to seek any other remedy at law permitted by this Contract and, except as otherwise herein provided, a Party's remedies hereunder shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, (3) Buyer's liability to Seller or Seller's agents and/or employees, as applicable, shall not be limited to the Earnest Money for the breach by Buyer of this Contract after Closing or any agreement by Buyer hereunder to hold harmless, defend, and/or indemnify Seller, Seller's agents and/or employees or regarding confidentiality, (4) any limitation on damages as provided above, other than liquidated damages, shall not apply if the default involves fraud, and (5) if Buyer is otherwise entitled to the return of the Earnest Money under the terms hereof, the Earnest Money shall not be paid to Buyer to the extent Buyer has breached the terms hereof and does not cure the same within any applicable cure period. Unless the Earnest Money Escrow provides otherwise, 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 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 and agree 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 agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that, unless the Earnest Money Escrow provides otherwise, if neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by Escrowee. Unless the Earnest Money Escrow provides otherwise, if either Seller or Buyer objects 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 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 nature of an Interpleader. Unless the Earnest Money Escrow provides otherwise, Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and the Parties agree to hold harmless, defend (with counsel reasonably acceptable to Escrowee) and indemnify Escrowee from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands. This Section B shall survive the termination of this Contract.

C. Condemnation. In the event of any threatened, contemplated, commenced or consummated proceedings in eminent domain or sale in lieu thereof (written notice of which shall be given promptly by Seller to Buyer) respecting the Property, Buyer, may, at Buyer's option, by written notice to Seller given within five (5) business days after Buyer is notified of such actual or possible proceedings (but prior to Closing), (i) unilaterally terminate this Contract or (ii) accept the Property subject to such proceeding; in which event Seller shall at the Closing credit Buyer with any condemnation award or proceeds with respect to such proceedings or sale in lieu thereof paid to Seller prior to Closing and assign to Buyer Seller's entire right, title and interest in and to any such award or proceeds to be received after Closing, less any costs or expenses, including reasonable attorneys' fees, incurred by Seller in negotiating, litigating and settling such eminent domain proceeding. If this Contract is terminated as provided in this Section C, (a) Seller will cause the Earnest Money and any earnings thereon to be refunded to Buyer, and (b) except as specifically provided in this Contract, neither Party shall thereafter have any obligation or liability under this Contract. If the Buyer does not so terminate this Contract, Seller will advise Buyer as to, and will allow Buyer to participate in, any negotiations regarding such proceedings.

D. Assignment. Neither Party shall transfer or assign this Contract, or any interest herein or hereunder without the other Party's prior written approval, which shall not be unreasonably withheld, provided, however, Buyer may assign its rights under this Contract to a newly created entity controlled by Buyer without Seller's approval upon five (5) business days prior written notice thereof to Seller. If either Party is an entity, any transfer or assignment of the controlling interest therein shall be considered a transfer or assignment of this Contract by such Party.

E. 1031 Exchange. Anything contained in Paragraph D of the General Provisions of this Contract notwithstanding, the Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each Party expressly agrees to cooperate with the other Party in connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating Party or require the cooperating Party to take title to any other property, including by executing any and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.

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

G. Transfer Taxes. Seller shall pay the amount of any transfer or stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any municipal ordinance with regard to a transfer or stamp tax. Any real estate transfer or stamp tax required by municipal ordinance shall be paid by the person designated in that ordinance and, in the absence of such designation, by _____.

H. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Effective Date, ordinary wear and tear and damage caused by Buyer or the Inspectors excepted, subject to Paragraph C of the General Provisions of this Contract. Buyer shall have the right to inspect the Property within forty-eight (48) hours of the Closing Date to verify that the Property is in such condition.

I. Time. Time is of the essence for purposes of this Contract. A "business day" shall mean any day other than a Saturday, Sunday or Federal or State of Illinois legal holiday. If a time period ends on a day that is not a business day, the end of the time period will be extended to the next day that is a business day.

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

J. Plurals; Certain Terms. Wherever appropriate within this Contract, the singular includes the plural and the masculine form shall include the feminine and neuter, and vice versa. If either Party comprises more than one person and/or entity, then the liability hereunder of such persons and/or entities shall be entirely joint and several. The words "including", "include" or "includes" or words of similar import shall not, unless the context requires otherwise, be construed as words of limitation. The phrase "not to be unreasonably withheld" and similar phrases shall mean "not to be unreasonably withheld, delayed, or conditioned."

K. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer or Buyer's lender, Buyer shall pay for that insurance.

L. 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 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 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 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 hold harmless, defend (with counsel reasonably acceptable to the other party) and indemnify 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 related to any breach of the foregoing representation and warranty.

M. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with the Parties and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate. Buyer and Seller acknowledge each to the other that no real estate brokers were involved in this transaction other than the real estate brokers named in this Contract and that no compensation to any brokers will be payable as a result of the transaction contemplated by this Contract other than to said brokers. Each Party shall hold harmless, defend (with counsel reasonably acceptable to the other Party) and indemnify the other Party from and against any claims, liens, losses, liabilities, damages and costs and expenses (including reasonable attorneys' fees) arising out of the breach on their respective parts of any provision of this Section M.

N. Headings. The captions in this Contract are provided for convenience of reference only and do not by themselves define, describe or limit the scope of intent of this Contract.

O. Amendment. Unless otherwise specifically herein provided, no provision of this Contract may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement thereof is sought, and then only to the extent set forth in the instrument. Either Party may waive any conditions precedent to such Party's obligations to close.

P. Binding Effect. This Contract will be binding on and will inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Q. Merger. This Contract constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements of the Parties with respect to such subject matter.

R. Governing Law. This Contract shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Illinois, without resort to any choice of law principles.

S. Survival. The provisions of this Contract that contemplate performance after the Closing and obligations of the Parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing. Any breach of the terms of this Contract by either party prior to its termination and the rights and remedies of the other Party with respect thereto shall survive such termination.

T. Severability. The unenforceability or invalidity of any provision hereof shall not effect the enforceability or validity of any other provision hereof, except to the extent that either Party is substantially deprived of such Party's consideration for entering into this transaction.

U. No Third Party Beneficiary. Except to the extent as may be otherwise specifically herein provided, this Contract is for the benefit only of the Parties hereto or their respective heirs, personal representatives, successors and permitted assigns and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any Party hereto any provisions hereof.

V. Counterparts. This Contract may be executed in any number of identical counterparts, any or all of which may not contain signatures of both Parties, and all each of which shall be deemed a single contract.

W. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered any and all further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

X. Confidentiality. Buyer and Seller ~~[strike either if inapplicable]~~ shall keep confidential each of the provisions of this Contract and Buyer shall keep confidential all information Buyer obtains from Seller about the Property or Buyer's Inspections, except, in either case, (a) if and to the extent the information is already a matter of public knowledge; (b) if and to the extent Buyer acquired the information apart from Seller or Seller's employees or agents; (c) such disclosures as may be reasonably necessary to a Party's brokers, lenders, attorneys, consultants, contractors, if applicable, and other advisors (collectively, "Advisors"); or (d) such disclosures as are required by law or by any litigation between the Parties hereto with respect to the Property. The Party disclosing any such information to any of such Party's Advisors shall be responsible for such Advisors keeping such information confidential. Before making any disclosure required by law, the Party or whose Advisors are making the disclosure, as the case may be, shall promptly give the other Party as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract and continue until the earlier of (a) Closing, and (b) _____ after the Effective Date.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____