



COMMERCIAL SALES CONTRACT

WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME A LEGALLY BINDING AND ENFORCEABLE CONTRACT

BUYER: _____

SELLER: _____ Date: _____

OFFER OF BUYER: I/WE (Buyer) offer to purchase the real estate known as:

Address

City _____ *State* _____ *Zip* _____

Legally described on Exhibit A, if any, lot size approximately, _____
Permanent Index No, _____, together with improvements thereon.

INCLUSIONS: The following shall be included: personal property, if any, located on the real estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors as well as the following specific items: _____

EXCLUSIONS: The following shall be excluded: _____

Any personal property not specifically included shall be deemed excluded.

1. PRICE: Purchase Price \$ _____ initial earnest money \$ _____ in the form of a check dated _____ payable to _____ as designated escrow agent. Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. Said initial earnest money shall be returned, and this offer be void if not accepted on or before _____.

2. FINANCING: This contract is contingent upon the ability of Buyer to secure within ___ days of Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of \$ _____, or such lesser amount as Buyer shall accept, with a fixed interest rate _____ said loan to be amortized over a minimum of _____ years, with a loan service charge not to exceed ____%. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within ten (10) business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund money to Buyer.

3. PAYMENT METHODS: The Purchase Price shall be paid, at closing, subject to prorations, all in cash, by cashier's check, certified check, wire transfer or other forms of funds acceptable to closing agent.



4. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on _____, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general taxes for _____ and subsequent years; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Buyer. . Seller will pay (1) the cost of the title policy; (2) one-half of all closing fees charged by the escrow agent and/or the title company; (3) Seller's legal fees and expenses, and (4) all transfer taxes and documentary stamp taxes. Buyer will pay (1) the fee for the recording of the deed; (2) one-half of all closing fees charged by the escrow agent and/or the title company, and (3) Buyer's legal fees and expenses. However, special taxes or assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective broker's commissions as provided in their respective representation agreements or contracts and shall provide waiver of Broker's liens at closing.

5. PRORATIONS: Real Estate taxes (based on _____% of most recent ascertainable taxes); assignable insurance policies, if requested by Buyer; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Parties hereto agree to re-prorate all unbilled real estate tax bills.

6. POSSESSION: Possession shall be delivered at closing unless otherwise agreed in writing.

7. EARNEST MONEY: Not later than three (3) business days after a purchase and sale agreement for the Property (the "Contract") is executed by the Buyer and Seller (such date, the "Contract date"), Buyer will deposit \$_____ into an escrow account with_____. In the event of a default by Buyer, the Earnest Money Deposit will be paid to Seller as Liquidated damages and no other damages, rights, or remedies will be available to Seller.

(Check if applicable) Parties agree that said earnest money is to be held in a federally insured deposit account at a banking institution designated by the holder of the earnest money. All interest earned on the earnest money is to accrue to Buyer and is to be paid to Buyer at the time of closing or upon termination of this Contract.

8. ATTORNEY MODIFICATION: The terms of this Contract, except purchase price, are subject to modification by the parties' attorneys within 5 business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within 10 business days of the date of acceptance, agreement is not reached, this Contract shall be null and void, and all earnest money shall be returned to Buyer.

9. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This Contract is contingent upon approval by Buyer of the condition of the real estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by a contractor selected by Buyer, within _____ business days after Seller's acceptance of this Contract. Buyer shall be allowed to commission a Phase I and, at Buyer's option, a Phase II Environmental Study. Seller to furnish any copy of any Environmental Assessment(s) and/or hazardous material report(s) that may be in their possession for the property. Buyer shall indemnify Seller from and against any loss or damage to the real estate caused by the acts or negligence of Buyer or the person performing such inspection. Notice of disapproval shall be given pursuant to Paragraph 15.

10 SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this Contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for _____, and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for _____.

11 LEASES: Seller will not enter into or extend any leases with respect to the subject property from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposit in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer's at the time of closing; Seller shall deliver to



Buyer, within 5 business days, true and correct copies of all leases, and this contract is subject to Buyer's review of same within 10 business days from date of acceptance.

12 TITLE COMMITMENT: Seller shall deliver to Buyer or Buyer's agent, not less than five days prior to the time of closing, a title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued by that company, (2) the title exceptions set forth above in paragraph 4, (3) title exceptions which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed. Any title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to exceptions as therein stated. The Seller shall timely file all notices and take all necessary steps to assure the deregistration of the real estate and recording of the deed at closing. If the title commitment discloses exceptions relating to title other than those referred to in this paragraph, Seller shall have 30 days from the date of the delivery thereof to Buyer to have these exceptions removed from the commitment. If Seller fails to have these exceptions removed within such time, Buyer may terminate this contract or may elect upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void without further action of the parties, and the earnest money shall be returned to the Buyer.

13 DEFAULT: If the Buyer defaults, the earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. If Seller defaults, earnest money, at the option of the Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from its obligations under this contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may deposit the escrow funds with the Clerk of the Circuit Court in accordance with state law. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by both Seller and Buyer.

14 NOTICES: All notices or other communications which may be required or made under the terms of this contract shall be in writing and shall be made to the parties hereto at the addresses which appear after their names, or at such address or to such person as each may by written notice to the other designated, by personal delivery, certified or registered mail, or facsimile transmission. In case of mailing, such notice shall be deemed to be given as of the date notice is placed in the United State mail, postage paid. For the purposes of Paragraph 9 of this contract, if written notice of disapproval is given within the time period specified, this contract shall be null and void and the earnest money shall be returned to the Buyer. Notice of disapproval may be given by either party hereto or by their respective attorneys. If written notice of disapproval is NOT given within the time period specified, this contingency shall be deemed waived and the contract shall remain in full force and effect.

15 GENERAL CONDITIONS:

(a) Buyer will not be obligated to close the purchase of the Property unless the following conditions have been satisfied: (1) there has been no material casualty, condemnation, or other material adverse change to the condition of the Property; (2) the title company is prepared to issue an owner's policy of title insurance to Buyer, in the amount of the Purchase Price, subject only to those matters accepted by Buyer prior to the end of the investigation period (3) Buyer has obtained all approvals and entitlements necessary for Buyer's intended use of the Property (5) all of Seller's representations and warranties remain true as of the Closing Date.

(b) Prior to closing, Seller shall furnish at Seller's expense a survey dated not more than six (6) months prior to contract acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at its option, declare this contract null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

(c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Buyer may place a mortgage on the real estate and apply proceeds to purchase.

(d) All of the items of personal property shall be transferred to Buyer by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness for particular purpose. Seller also shall furnish Buyer an Affidavit of Title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.



(e) Buyer acknowledges for the benefit of Seller and for the benefit of third parties that Buyer has had complete access to the real estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical and other condition of the real estate, improvements and included personal property.

(f) Seller shall remove all debris from the real estate and improvements by date of possession. Buyer shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear expected.

(g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.

(h) Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction.

(i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the real estate is located and shall provide to Buyer at closing evidence of compliances. The party designated in such ordinance shall pay transfer taxes required by local ordinance. Seller shall pay any transfer tax imposed by state law.

(j) Any facsimile transmission of any documents relating to this contract shall be considered to have the same legal effect as the original document and shall be treated in all manner and respects as the original document.

(k) Buyer shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required by lender.

(l) Time is of the essence; however, Seller and Buyer may change any date or time limit set forth herein by a written agreement executed by Seller and Buyer or their authorized agents.

(m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act.

(n) Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.

(o) Captions are not intended to limit the terms contained after said caption and are not part of the contract.

(p) Seller and Buyer agree to cooperate in any applicable IRS Section 1031 Exchange and shall execute all documents with respect thereto at their own expense.

(q) Real Estate Broker: Each party hereby represents and warrants to the other party that it has not submitted this transaction to any broker, Finder or Agent whatsoever, other than _____ of _____, so as to cause any Broker, finder or Agent other than the Broker to be entitled to a Brokers or Finder's fee or commission with respects to this transaction. Seller shall pay the commission due to _____ in the amount of _____% of the gross selling price without any transaction fee. Each party hereby agrees to indemnify and hold the other free and harmless from and against all loss, cost, and injury as a result of either party's breach of the forgoing warranty.

15. INVESTIGATION PERIOD: Buyer will have _____ days beginning on the date of acceptance (the "Investigation Period") to (1) investigate the feasibility of the Property for Buyer's intended use; and (2) obtain all approvals and entitlements necessary to Buyer's intended use. Buyer will have two (2) thirty (30) day extensions for Governmental or Environmental testing approvals only. At any time prior to the end of the Investigation Period, Buyer may give written notice to Seller to (1) waive the Investigation Period; or (2) terminate the Contract. Buyer shall have the right to terminate the purchase contract for any reason during the investigation period. If Buyer terminates the Contract, the Earnest Money Deposit will be returned to the Buyer and Buyer will be released from all liability under the Contract.



16. SELLER DELIVERIES: To the extent the following materials that pertain to the Property are reasonably within Seller’s possession or control, Seller will deliver to Buyer copies of such materials not later than five (5) business days after the Proposal Date: (1) the most recent survey; (2) the most recent title insurance commitment or policy; (3) all documents, including assessments, reports, notices, test results, and closure letters, relating to the (a) environmental condition, and (b) geotechnical condition; (4) all agreements (recorded and unrecorded) including (a) tenant lease agreements (including tenant financial statements, lease guaranties, and lease guarantor financial statements), (b) easement agreements, (c) operating (i.e., covenants, conditions, and restrictions) agreements, and (d) service agreements; (5) the current rent roll; and (6) operating statements for the (a) current calendar year to date, and (b) prior calendar year. (7) Seller to complete all improvement projects currently in the works and agreed to by both Buyer and Seller prior to closing. Within three (3) business days after the Contract Date, to the extent they are reasonably within Seller’s possession or control, Seller will deliver to Buyer copies of additional materials to be specified in the Contract. All items of Seller Deliveries will be held in confidence by Buyer and subject to the Confidentiality provision of this Purchase Proposal.

17. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

18. CONFIDENTIALITY: Buyer and Seller will not disclose to any third party other than any advisor and consultant (including, but not limited to, attorneys, accountants, and financial advisor), and prospective tenant, lender, and investor (1) any of the terms of this Purchase Contract, and (2) the content of any Seller Deliveries.

Date of Offer

Date of Acceptance

Buyer (signature)

Seller (signature)

Buyer (signature)

Seller (signature)

Print Buyer(s) Name(s)

Print Seller(s) Name(s)

Address

Address

City State Zip

City State Zip

Phone Number(s)

Phone Number(s)



FOR INFORMATION ONLY

Selling Office MLS#

Listing Office MLS#

Buyer's Designated Agent MLS#

Listing Designated Agent MLS#

Address City State Zip

Address City State Zip

Phone No. Email

Phone No. Email

Buyer's Attorney

Seller's Attorney

Address

Address

Phone No. Email

Phone No. Email

Mortgage Company

Loan Officer Phone No.