

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PAUL CHRISTIAN PRATAPAS,)
)
)
Complainant,) PCB 2023-067
)
v.)
)
LAKEWEST CUSTOM HOMES,)
RATHBUN CSERVENYAK & KOZOL LLC,)
and @PROPERTIES,)
)
Respondents.)

RESPONDENT'S MOTION TO DISMISS COMPLAINANT'S FORMAL COMPLAINT

Respondent, At World Properties, LLC d/b/a @properties ("@properties"), by and through its attorneys, Burke, Warren, MacKay & Serritella, P.C., moves pursuant to Sections 101.500, 101.506 and 103.212 of the Illinois Pollution Control Board Procedural Rules, 35 Ill. Adm. Code §§ 101.500, 101.506 and 103.212, and 735 ILCS 5/2-301, 735 ILCS 5/2-615 and 735 ILCS 5/2-619, to dismiss @properties from the "Complaint" filed by Complainant, Paul Christian Pratapas ("Complainant"). In support thereof, @properties states as follows:

BACKGROUND

1. On December 1, 2022, the Complainant filed the above-captioned Complaint with the Illinois Pollution Control Board ("Board") against Lakewest Custom Homes, Rathbun Cservenyak & Kozol LLC, and @properties¹ (collectively, "Respondents"). According to the Board's docketing website, Complainant has filed over 20 separate complaints against various entities in the month of December 2022, many of which allege violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.*, specifically 415 ILCS 5/12(a) and

¹ @properties was improperly sued under the name that it does business under – @properties. The company's full legal name is At World Properties, LLC.

(d). [A copy of the Board's docketing website for Complainant as of December 20, 2022 is attached hereto as Exhibit 1.]

2. Complainant alleges violations of 415 ILCS 5/12(a) and (d). [Compl., ¶ 4.] Although not sufficiently alleged, it appears that the allegations concern purported water pollution from a "large, corrugated pipe" leading into what the Complainant "guess[es] is a tributary of a Water of the United States or the Naperville MS3/4." [*Id.*, ¶ 5.] The Complaint does not contain any allegation as to the timeframe of the purported violations by Respondents.

3. Section 101.500(a) of the Illinois Pollution Control Board Procedural Rules ("Board Rules") states that the "Board may entertain any motion the parties wish to file that is permissible under the Act or other applicable law, this Part, or the Code of Civil Procedure." 35 Ill. Adm. Code § 101.500(a).

4. The Board may dismiss a complaint if it is "frivolous" within the meaning of the Act and the Board Rules. 415 ILCS 5/31(d)(1); 35 Ill. Adm. Code 101.202. Section 101.202 of the Board Rules defines "frivolous" as "a request for relief that the Board does not have authority to grant, or a complaint that fails to state a cause of action upon which the Board can grant relief." 35 Ill. Adm. Code § 101.202.

5. The Board may also dismiss a complaint based on a complainant's failure to properly serve a respondent. *See, e.g.*, 35 Ill. Adm. Code §§ 101.304(d), 101.400(a)(5) (a person "seeking to contest personal jurisdiction must do so by filing a motion with the Board consistent with Section 2-301 of the Code of Civil Procedure.").

6. The Board may also entertain any motion permissible under the Illinois Code of Civil Procedure. Pursuant to 735 ILCS 5-2615, dismissal is appropriate when a complaint fails to allege facts to support every element of the cause of action. *Philip I. Mappa Ints., Ltd. v. Kendle*,

196 Ill. App. 3d 703, 708 (1st Dist. 1990); *see also* 35 Ill. Adm. Code § 103.204 (setting forth what a complaint before the Board must include). Pursuant to 735 ILCS 5/2-619(a)(9), dismissal is appropriate when a claim is barred by other affirmative matter avoiding the legal effect of or defeating the claim.

7. The Board should dismiss the Complaint, decline to accept the Complaint for a hearing, and enter an order dismissing @properties with prejudice from the Complaint, *see* 35 Ill. Adm. Code § 103.212(b), for any one of three reasons: (A) under Section 2-301 because the Complainant failed to properly serve @properties; (B) under Section 2-615 because the Complaint fails to state a cause of action; and (C) under Section 2-619 because the attached declaration [Exhibit 2, hereto] demonstrates that @properties did not have any involvement in the building, development, or operation of the real property that allegedly was the source of the pollution – it was simply the real estate broker marketing the townhouses for sale for the owner/developer.

A. COMPLAINANT FAILED TO PROPERLY SERVE @PROPERTIES.

8. According to the Board Rules, "[a]ny person seeking to contest personal jurisdiction must do so by filing a motion with the Board consistent with Section 2-301 of the Code of Civil Procedure." 35 Ill. Adm. Code § 101.400(a)(5). Section 2-301 of the Code of Civil Procedure provides that a party may object to jurisdiction "on the ground of insufficiency of process or insufficiency of service of process, by filing a motion to dismiss the entire proceeding[.]" 735 ILCS 5/2-301(a).

9. The Board should not accept the Complaint as it does not have jurisdiction over @properties because Complainant failed to serve @properties as required by 35 Ill. Adm. Code § 101.304. *See* 35 Ill. Adm. Code § 101.304(d) (a "proceeding is subject to dismissal, and the filing party is subject to sanctions" for a failure to comply with service requirements).

10. As set forth in the "Documentation of Service" attached to the Complaint, Complainant – a party to this action – attempted to personally serve @properties with the Complaint. While the Board Rules allow for personal service, they are silent on who may effectuate personal service. 35 Ill. Adm. Code § 101.304. Pursuant to the Board Rules, in such instance where the Board Rules are "silent," the Board "may look to the Code of Civil Procedure and the Supreme Court Rules for guidance[.]" 35 Ill. Adm. Code § 101.100(b).

11. The Code of Civil Procedure is clear and unambiguous – a private person attempting personal service cannot be a party to the action. 735 ILCS 5/2-202(a); *see also, e.g., Gocheff v. Breeding*, 53 Ill. App. 3d 608, 609 (5th Dist. 1977).

12. Here, Complainant impermissibly attempted to personally effectuate service on @properties despite being a private person and a party to this action. [See Documentation of Service attached to the Complaint.] Complainant's method of service is contrary to the applicable law and, thus, is invalid. 735 ILCS 5/2-202(a). The Board has no authority to grant the relief requested in the Complaint because jurisdiction over @properties was not acquired and, therefore, the Complaint should be dismissed.

13. The Complaint should also be dismissed because Complainant did not effectuate service on a person authorized by law to accept service. The Board Rules state that "[s]ervice of a document upon a party must be made upon a person authorized by law to receive such service on behalf of the party." 35 Ill. Adm. Code § 101.304(b)(1). For personal service on a limited liability company, such as @properties, Illinois requires service "either upon the registered agent appointed by the limited liability company or upon the Secretary of State as provided in this Section." 805 ILCS 180/1-50(a).

14. Complainant's proof of service fails because he did not personally serve @properties' registered agent or the Secretary of State as provided for in 805 ILCS 180/1-50(a). Instead, Complainant delivered a copy of the Complaint to an @properties' office located at 1003 S. Washington Street, Naperville, Illinois. [See Documentation of Service attached to Complaint.]

15. @properties has a registered agent as required by the State of Illinois. A search of the Illinois Secretary of State's website shows the registered agent for @properties. [See @properties' registered agent information from the Illinois Secretary of State's website attached hereto as Exhibit 3.] @properties' registered agent is not located at 1003 S. Washington Street, Naperville, Illinois where Complainant purportedly "served" @properties. [Compare Documentation of Service attached to the Complaint with Ex. 3.]

16. Accordingly, because @properties' registered agent was not personally served with a copy of the Complaint, the Board should dismiss @properties from the Complaint.

B. DISMISSAL IS PROPER UNDER 735 ILCS 5/2-615 BECAUSE THE COMPLAINT FAILS TO STATE A CAUSE OF ACTION.

17. Dismissal is also required under 735 ILCS 5/2-615 as the Complaint fails to state a viable cause of action against @properties. A motion to dismiss under Section 2-615 attacks the legal sufficiency of a complaint. *Bryson v. News Am. Publ'ns, Inc.*, 174 Ill. 2d 77, 86-87 (1996). Dismissal is appropriate when a complaint fails to allege facts to support every element of the cause of action. *Philip I. Mappa Ints., Ltd. v. Kendle*, 196 Ill. App. 3d 703, 708 (1st Dist. 1990). While a Section 2-615 motion to dismiss admits the truth of the facts raised in support of the claim, "bare conclusions of law or conclusory factual allegations unsupported by specific facts are not deemed admitted[.]" *Coghlan v. Beck*, 2013 IL App (1st) 120891, ¶ 35.

18. The Complaint does not allege any specific particularized facts to support a violation of 415 ILCS 5/12(a) or (d). The Compliant is riddled with bare conclusions and

unsupported factual allegations. Section 5/12(a) of the Act states, in part, that no person shall "[c]ause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois[.]" Nowhere in the Complaint is there a statement of how @properties caused, threatened or allowed the discharge of any contaminants into the environment. Complainant merely states that luxury townhomes "from @properties" were being built on a "small patch of land" near a body of water and a "corrugated pipe sat on top of the snow" near that body of water. [Compl., ¶¶ 3, 5.] These unsupported factual allegations are speculative and do not sufficiently allege that @properties caused or allowed contamination based solely on the presence of a so-called "corrugated pipe." This simply does not meet the Complainant's pleading requirements.

19. Section 5/12(d) of the Act states that no person shall "[d]eposit any contaminants upon the land in such place and manner so as to create a water pollution hazard." Again, Complainant assumes that the townhomes were owned or operated by @properties, and, therefore, @properties is responsible for the alleged violations of the Act. The Complaint, however, does not contain a single allegation that @properties deposited contaminants upon the land or water. The Complaint alleges only that the presence of a "corrugated pipe" on top of snow is somehow indicative of a violation of the Act. These bare conclusions cannot support the Complaint and, as such, the Complaint should be dismissed pursuant to Section 2-615.

20. The Board Rules also prescribe the pleading requirements for complaints and require factual specificity, rather than mere conclusions. 35 Ill. Adm. Code § 103.204. Section 103.204(c)(2) states that a complaint must contain: "dates, location, events, nature, extent, duration, and strength of discharges or emissions and consequences alleged to constitute violations of the Act and regulations. The complaint must advise respondents of the extent and nature of the

alleged violations to reasonably allow preparation of a defense[.]” Further, Section 103.204(c)(3) states that the complaint must include a “concise statement of the relief that the complainant seeks.”

21. Complainant fails to make any factual allegations that @properties, itself, violated the Act. The Complaint alleges only speculative conclusions that cannot withstand dismissal. For instance, Complainant alleges that there was a “large, corrugated pipe” that sat on top of snow leading into what he assumes “is a tributary of a Water of the United States or the Naperville MS3/4.” [Compl., ¶ 5.] Because Complainant cannot allege with any certainty the details or extent of the alleged violations of the Act – and instead guesses [*id.*] – as is required by Section 103.204, the Complaint should be dismissed.

22. Nor does the Complaint contain dates or the duration of the alleged violations or the nature and/or strength of the emissions that constitute violations of the Act and regulations. The Complaint's allegations are merely speculative and asks the Board to find a violation of the Act based on the fact that there was a pipe on top of snow near a body of water. [Compl., ¶ 5.] This simply does not meet the pleading requirements of the Code of Civil Procedure or the Board Rules and, therefore, dismissal of @properties from the Complaint is appropriate under Section 2-615.

C. DISMISSAL IS PROPER UNDER 735 ILCS 5/2-619(a)(9) BECAUSE @PROPERTIES WAS NOT THE OWNER, BUILDER, OR OPERATOR OF THE PROPERTY IN QUESTION.

23. This Court should also dismiss @properties from the Complaint under 735 ILCS 5/2-619(a)(9) based on the attached Declaration of Erik Sachs, which demonstrates that @properties had no involvement whatsoever in the building or maintenance of the property that was the source of the alleged pollution. [Exhibit 2, hereto]. Under Section 2-619(a)(9), the Board may dismiss a complaint on the grounds that “the claim asserted against the defendant is barred by other

affirmative matter avoiding the legal effect of or defeating the claim." Because the Board "may entertain any motion the parties wish to file that is permissible under... the Code of Civil Procedure," (35 Ill. Adm. Code § 101.500), a motion to dismiss pursuant to 735 ILCS 5/2-619(a)(9) is appropriate.

24. Dismissal is appropriate pursuant to Section 2-619 when the court is able "to dispose of issues of law and easily proven issues of facts early in the litigation process." *Madigan v. Yballe*, 397 Ill. App. 3d 481, 488 (1st Dist. 2009). In deciding a motion to dismiss pursuant to Section 2-619(a)(9), "all well-pleaded facts and reasonable inferences therefrom are taken as true," however, "[c]onclusions of law or fact unsupported by allegations of specific facts upon which such conclusions rest may not be admitted." *Foreman ex rel. Heard v. Conrail*, 214 Ill. App. 3d 700, 703 (1st Dist. 1991). Where affirmative matter has not been alleged or is countered only by conclusory allegations, the movant may raise that affirmative matter, including by affidavit or other evidence, to avoid the legal effect of, or defeat, a claim. *Id.*; see also 35 Ill. Adm. Code § 101.504 ("Facts asserted that are not of record in the proceeding must be supported by oath, affidavit, or certification consistent with Section 1-109 of the Code of Civil Procedure.").

25. The violations of the Act, specifically 415 ILCS 5/12(a) and (d), alleged by Complainant are defeated by undisputed affirmative matter set forth in the Declaration of Erik Sachs (licensed real estate broker associated with @properties) and the exhibits attached thereto. [Ex. 2.]

26. Section 5/12(a) of the Act states, in part, that no person shall "[c]ause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois," while Section 5/12(d) states that no person shall "[d]eposit any contaminants upon the land in such place and manner so as to create a water pollution hazard."

27. The Complaint, while not clear, appears to allege that the property in question was owned or operated by @properties and, therefore, @properties is responsible for the alleged violations of the Act. [See Compl., ¶ 3 ("Lakewest was constructing 'Luxury' townhomes from @Properties [sic]"); see also *id.*, ¶ 5 ("the property owner @properties").]

28. These allegations, however, are demonstrably false. @properties is only a licensed real estate brokerage firm that provides residential real estate brokerage services to the public and does not own or develop any real properties. [Ex. 2, ¶¶ 4-5.]

29. Rather, @properties was engaged by the owner and/or developer of the townhome development, Chicago Commons Naperville, LLC (the "Owner/Developer"), to be the exclusive sales and marketing broker for the townhomes. [*Id.*, ¶¶ 8-10.] It did not have any involvement in the development, building or operation of the property where the alleged pollution came from. [*Id.*]

30. Because @properties does not own or develop real estate and was merely the exclusive sales and marketing broker for Chicago Commons, it could not have caused or allowed any contamination at or near the townhomes as alleged in the Complaint. Further, @properties has no interest in Chicago Commons and no involvement in the construction of the townhome development [*id.*, ¶¶ 14-15], so it could not and did not have the authority to direct or cause any alleged violation of the Act.

31. Additionally, the deeds for each individual townhome at Chicago Commons show that the owner of the properties is Chicago Commons Naperville, LLC. [*Id.*, ¶¶ 11-12; Ex. 2 to Ex. 2.] The deeds are executed by Chicago Commons Naperville, LLC's manager, Robert Carr. [*Id.*, ¶ 12; Ex. 2 to Ex. 2.] @properties is not the owner of the townhomes at Chicago Commons, does

not have any interest in the properties, and does not have any ownership in the company (Chicago Commons Naperville, LLC) that owns the townhomes. [*Id.*, ¶¶ 14-15.]

32. It is undisputed that @properties does not own the townhomes located near the address of the alleged pollution. Therefore, @properties could not have caused or allowed the discharge of contaminants at the site of the alleged pollution.

33. Further, @properties is not involved in the construction of the townhomes. Lakewest Custom Homes is the company that the Owner/Developer, Chicago Commons Naperville, LLC, hired to construct the townhomes at Chicago Commons. [*Id.*, ¶¶ 13, 15.] @properties has no involvement with Lakewest Custom Homes and, therefore, no involvement in the construction of the townhomes. Again, @properties could not have caused or allowed the discharge of contaminants at the site of the alleged pollution because it is not the owner of the townhomes or construction company for the townhomes.

34. Based on the foregoing affirmative matter, @properties could not have engaged in the alleged violations of the Act and the Complaint should be dismissed pursuant to Section 2-619.

WHEREFORE for the foregoing reasons, At World Properties, LLC d/b/a @properties, respectfully moves the Illinois Pollution Control Board not to accept the Complaint in this matter for hearing and dismiss @properties from the Complaint.

Date: December 28, 2022

Respectfully submitted,
At World Properties, LLC d/b/a @properties,

By: /s/ Marissa N. Pinto
One of Respondent's Attorneys

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EXHIBIT 1

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⊕ Due to the Covid-19 pandemic, there is limited access to the Board's offices. All filers should use electronic filing by following the "Clerk's Office And COOL" pull down screen below or the link below.

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R2018-025 (/Cases/GetCaseDetailsById?caselId=15560)	Rulemaking	Water	In the Matter of: Amendments to 35 Ill. Adm. Code Subtitle E	Statewide
R2018-023 (/Cases/GetCaseDetailsById?caselId=15558)	Rulemaking	Water	In the Matter of: Amendments to 35 Ill. Adm. Code Subtitle C	Statewide
PCB 2023-081 (/Cases/GetCaseDetailsById?caselId=17312)	Enforcement	Water	Paul Christian Pratapas v. Silo Bend and The Townes by Silo Bend by M/I Homes	DuPage
PCB 2023-080 (/Cases/GetCaseDetailsById?caselId=17311)	Enforcement	Water	People of the State of Illinois v. Village Of Broadwell, an Illinois municipal corporation	Logan
PCB 2023-079 (/Cases/GetCaseDetailsById?caselId=17310)	Enforcement	Water	Paul Christian Pratapas v. Winding Creek by Pulte Homes and City of Batavia	Kane

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PCB 2023-077 (/Cases/GetCaseDetailsById? caselid=17308)	Enforcement	Water	Paul Christian Pratapas v. DeJames Builders, and City of Naperville: Mayor Steve Chirico	DuPage
PCB 2023-076 (/Cases/GetCaseDetailsById? caselid=17307)	Enforcement	Water	Paul Christian Pratapas v. Wille Brothers Company and DuPage County Sheriff	DuPage
PCB 2023-075 (/Cases/GetCaseDetailsById? caselid=17306)	Enforcement	Water	Paul Christian Pratapas v. Willow Run by M/I Homes	Statewide
PCB 2023-074 (/Cases/GetCaseDetailsById? caselid=17305)	Enforcement	Water	Paul Christian Pratapas v. Sawgrass by Pulte Homes	Will
PCB 2023-073 (/Cases/GetCaseDetailsById? caselid=17304)	Enforcement	Water	Paul Christian Pratapas v. Cadillac of Naperville, and Joseph Nicolas Construction	DuPage
PCB 2023-072 (/Cases/GetCaseDetailsById? caselid=17303)	Enforcement	Water	Paul Christian Pratapas v. First Class Outdoor Services	DuPage
PCB 2023-071 (/Cases/GetCaseDetailsById? caselid=17301)	Enforcement	Water	Paul Christian Pratapas v. Woodridge Police Department	DuPage
PCB 2023-069 (/Cases/GetCaseDetailsById? caselid=17299)	Enforcement	Water	Paul Christian Pratapas v. Everclean Car Wash and Woodridge Police Department	DuPage
PCB 2023-067 (/Cases/GetCaseDetailsById? caselid=17297)	Enforcement	Water	Paul Christian Pratapas v. Lakewest Custom Homes and Rathbun Cservenyak & Kozol LLC	DuPage
PCB 2023-064 (/Cases/GetCaseDetailsById? caselid=17294)	Enforcement	Water	Paul Christian Pratapas v. Arden of Warrenville	DuPage

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PCB 2023-063 (/Cases/GetCaseDetailsById? caselid=17293)	Enforcement	Water	Paul Christian Pratapas v. Trillium Farm by Pulte Homes	DuPage
PCB 2023-062 (/Cases/GetCaseDetailsById? caselid=17292)	Enforcement	Water	Paul Christian Pratapas v. Charleston Building and Development and Ozinga Concrete Yard #281	DuPage
PCB 2023-060 (/Cases/GetCaseDetailsById? caselid=17271)	Enforcement	Water	Paul Christian Pratapas v. Lexington Trace by Lexington Homes	DuPage
PCB 2023-059 (/Cases/GetCaseDetailsById? caselid=17270)	Enforcement	Water	Paul Christian Pratapas v. Carillon at Cambridge Lake, DR Horton and Earthworks Environmental Carillon at Cambridge Lake, DR Horton	Kane
PCB 2023-058 (/Cases/GetCaseDetailsById? caselid=17269)	Enforcement	Water	Paul Christian Pratapas v. Lincoln Valley by Dr Horton and Earthworks Environmental	Kane
PCB 2023-057 (/Cases/GetCaseDetailsById? caselid=17268)	Enforcement	Water	Paul Christian Pratapas v. Chelsea Manor by M/I Homes	DuPage
PCB 2023-055 (/Cases/GetCaseDetailsById? caselid=17266)	Enforcement	Water	Paul Christian Pratapas v. Naper Commons by Pulte Homes	DuPage
PCB 2023-054 (/Cases/GetCaseDetailsById? caselid=17265)	Enforcement	Water	Paul Christian Pratapas v. Wagner Farms by Pulte Homes	Will
PCB 2023-049 (/Cases/GetCaseDetailsById? caselid=17259)	Enforcement	Water	Village of Glenview, an Illinois municipal corporation, and the Solid Waste Agency of Northern Cook County, an Illinois statutory solid waste agency v. Catholic Bishop of Chicago, a Corporation Sole, and the Illinois Environmental Protection Agency	Cook






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PCB 2023-014 (/Cases/GetCaseDetailsById? caselid=17213)	Enforcement	Water	Paul Christian Pratapas v. Horizon Develop Build Manage	Will
PCB 2023-013 (/Cases/GetCaseDetailsById? caselid=17207)	Enforcement	Water	Paul Christian Pratapas v. Lisle Township Road District	DuPage
PCB 2022-069 (/Cases/GetCaseDetailsById? caselid=17146)	Permit Appeal	Water	Sierra Club and Prairie Rivers Network v. Illinois Environmental Protection Agency and Williamson Energy LLC	Multiple
PCB 2022-051 (/Cases/GetCaseDetailsById? caselid=17128)	Permit Appeal	Water	Illinois Power Resources Generating, LLC. v. Illinois Environmental Protection Agency	Fulton
PCB 2020-047 (/Cases/GetCaseDetailsById? caselid=16833)	Permit Appeal	Water	IMTT Illinois, LLC v. IEPA	Cook
PCB 2019-093 (/Cases/GetCaseDetailsById? caselid=16734)	Enforcement	Water	Prairie Rivers Network v. Dynegy Midwest Generation, LLC	Vermilion
PCB 2018-011 (/Cases/GetCaseDetailsById? caselid=15478)	Enforcement	Water	Sierra Club; Prairie Rivers Network; National Association for The Advancement of Colored People v. City of Springfield, Office of Public Utilities d/b/a City Water, Light and Power	Sangamon
PCB 2016-024 (/Cases/GetCaseDetailsById? caselid=15201)	Time-Limited Water Quality Standards	Water	INEOS Joliet, LLC, f/k/a Flint Hills Resources Joliet, LLC v. IEPA (Consolidated with PCB 16-19)	Will
PCB 2016-019 (/Cases/GetCaseDetailsById? caselid=15196)	Time-Limited Water Quality Standards	Water	Midwest Generation, LLC v. IEPA (Consolidated with PCB 16-24)	Will









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PCB 2013-072 (/Cases/GetCaseDetailsById? caselid=14644)	Enforcement	Water	People of the State of Illinois v. Petco Petroleum Corporation, an Indiana corporation	Fayette
PCB 2013-016 (/Cases/GetCaseDetailsById? caselid=14513)	Enforcement	Water	People of the State of Illinois v. Alpena Vision Resources, LLC, a Michigan limited liability company	Douglas
PCB 2013-015Exh (/Cases/GetCaseDetailsById? caselid=16770)	Enforcement	Water	Sierra Club, Environmental Law and Policy Center, Prairie Rivers Network, and Citizens Against Ruining the Environment v. Midwest Generation	Multiple
PCB 2013-015 (/Cases/GetCaseDetailsById? caselid=14512)	Enforcement	Water	Sierra Club, Environmental Law and Policy Center, Prairie Rivers Network, and Citizens Against Ruining the Environment v. Midwest Generation	Multiple
PCB 2012-035 (/Cases/GetCaseDetailsById? caselid=14216)	Enforcement	Water	People of the State of Illinois v. Six M. Corporation, Inc., an Illinois corporation, Thomas Maxwell, and Joinder of James McIlvain as Necessary Party	De Witt
IEPA12-12 (/Cases/GetCaseDetailsById? caselid=14361)		Water	Exelon Generation Company, L.L.C. v. IEPA	LaSalle

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EXHIBIT 2

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PAUL CHRISTIAN PRATAPAS,)	
)	
Complainant,)	PCB 2023-067
)	
v.)	
)	
LAKWEST CUSTOM HOMES,)	
RATHBUN CSERVENYAK & KOZOL LLC,)	
and @PROPERTIES,)	
)	
Respondents.)	

DECLARATION OF ERIK SACHS

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, I, Erik Sachs, an adult over the age of 18 years old, certify that the statements set forth in this declaration are true and correct based on my personal knowledge and/or documents provided to me by agents and/or employees of At World Properties, LLC d/b/a @properties ("@properties") that are kept in the regular course of business. If called as a witness, I could and would testify competently to the below.

1. I have never been convicted of a felony or a crime of moral turpitude.
2. I am, and have been since 2014, an Illinois licensed real estate broker associated, as an independent contractor, with @properties, an Illinois licensed real estate brokerage company that provides residential real estate brokerage services to the public.
3. I am of sound mind, and I am fully competent to make this declaration and do so based on my own personal knowledge and/or information and/or documents provided to me by agents and/or employees of @properties kept by @properties in the regular course of business, in addition to my review of public records, and the Complaint in the above captioned case filed before the Illinois Pollution Control Board.

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4. @properties, as a licensed real estate brokerage company: (a) markets residential real properties for sale or lease on behalf of owners of residential real properties; and (b) assists buyers and tenants in renting and buying residential real properties.

5. @properties does not own or develop real properties. It acts only as the real estate brokerage for property owners and/or developers to market real properties for sale and is not involved in any way in the construction or development of new construction properties that it markets.

6. I have reviewed the "Complaint" in the above captioned case filed on or about December 1, 2022, by Complainant, Paul Christian Pratapas ("Complainant") against Respondents Lakewest Custom Homes, Rathbun Cservenyak & Kozol LLC, and @properties.

7. The Complaint alleges that there appeared to be pollution coming from a townhome development at or near the intersection of East Chicago Avenue and South Huffman Street in Naperville, Illinois. [Compl., ¶ 2.] This alleged pollution, according to Complainant, purportedly came from new "luxury townhomes" [*id.*, ¶ 3] in a townhome development called "Chicago Commons" in Naperville, Illinois.

8. @properties was engaged by the owner and/or developer of Chicago Commons, Chicago Commons Naperville, LLC (the "Owner/Developer"), to be the exclusive real estate broker for Chicago Commons. [True, accurate, and genuine copies (which have been redacted in part) of the "Exclusive Sales and Marketing Brokerage Agreements" between @properties and the Owner/Developer that I executed and are kept by @properties in the normal and ordinary course of business are attached hereto as Group Exhibit 1.]

9. There are nine (9) "Exclusive Sales and Marketing Brokerage Agreements" for each of the nine townhomes developed by the Owner/Developer – 904 E. Chicago Avenue, 908 E.

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Chicago Avenue, 912 E. Chicago Avenue, 916 E. Chicago Avenue, 920 E. Chicago Avenue, 924 E. Chicago Avenue, 928 E. Chicago Avenue, 932 E. Chicago Avenue, and 936 E. Chicago Avenue (collectively, the "Townhomes").

10. The Owner/Developer executed the "Exclusive Sales and Marketing Brokerage Agreements" as the owner/developer of the Townhomes.

11. I also reviewed the deeds for each individual townhome at Chicago Commons, which are publicly available through the DuPage County Recorder. [True, accurate, and genuine copies of the deeds for the Townhomes are attached hereto as Group Exhibit 2.]

12. According to Ex. 2, the Owner/Developer of the Townhomes is Chicago Commons Naperville, LLC.

13. Based on my personal knowledge in working to market the Townhomes for sale, Lakewest Custom Homes is the company that the Owner/Developer used to construct the Townhomes.

14. @properties does not own and has not ever owned the Townhomes that comprise Chicago Commons, nor does @properties claim any interest in the Townhomes.

15. @properties had no involvement in the construction or design of the Townhomes.

16. @properties was simply the licensed real estate broker for the Chicago Commons' Townhomes and I was the exclusive listing agent.

FURTHER, DECLARANT SAYETH NAUGHT.

Date: December 23rd, 2022


Signature:  ERIC SACHS

EXHIBIT 1



THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties | Christie's International Real Estate ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 904 E CHICAGO Avenue Unit No: _____
City: NAPERVILLE, State: IL Zip: 60540 County: DuPage
Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

2. Price: \$ _____ ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including cooperative compensation with respect to the sale of real property, the term of this Agreement shall be extended for the period of such Governmental Restriction. In the event that the term of this Agreement is extended, the term shall be extended for a period of 90 days for each day of such Governmental Restriction. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties. Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of ~~xxxxxx~~ plus \$495 and \$ _____ for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was shown to prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract

Owner Initials BL



or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one) DS
BL _____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to secure a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the

Owner Initials BL _____



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Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) NEW

Real estate tax for 2021 is \$ NEW

Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)

Current monthly assessment is \$ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and

Special assessment \$ Lot size x or

Electricity Account Number: Gas Account Number:

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

(initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify, defend and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers, affiliates and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; (d) failure to follow the recommendations set forth in our anti-fraud warning to consumers relating to wire transfers attached to this Agreement; or (e) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any

Owner Initials BL



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award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if sent by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address specified by the parties in this Agreement if sent prior to 6:00 pm Chicago time, or if after 6:00 pm Chicago time, the following calendar day, (b) if personally delivered with receipt of delivery, or (c) if sent by a nationally recognized overnight courier the day on which such notice, request, or other communication is actually received at the address set forth in this Agreement or such other address as such intended recipient may give notice of from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS AND FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum." Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

To have the Property entered in the Private Listing Network ("PLN"), Owner acknowledges full understanding of the differences between the MLS and PLN, and authorizes @properties to place the Property in the PLN within 24 hours, or upon the date as indicated below.

_____ (initial here) If not within 24 hours, date to input Property into PLN: _____

Further Direction of Services [choose one of each]:

- [Show] OR [Do Not Show] the Property to prospective buyers, tenants and/or their brokers.
- [Share] OR [Do Not Share] the Property information with prospective buyers, tenants and/or their brokers.

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS

Owner Initials BL



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in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties' or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

At World Properties, LLC d/b/a

@properties | Christie's International Real Estate

DocuSigned by: Bob Carr
Owner Signature: Bob Carr
Date: 7/6/2022
Owner Signature:
Date:

DocuSigned by: Erik Sachs
Designated Agent Signature: Erik Sachs
Designated Agent Name (print): Erik Sachs
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

Owner Name(s) (print): Chicago Commons Naperville LLC
Address:
City: State: Zip:
Phone:
Email:

@properties Office: Goose Island
Managing Broker Signature: Paul Blackburn
Managing Broker Name (print): Paul Blackburn
Date: 7/11/2022

Owner Name(s) (print):
Address:
City: State: Zip:
Phone:
Email:

Attorney Name:
Firm:
Office Address:
City: State: Zip:
Phone:
Email:

Owner Initials: BL



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties | Christie's International Real Estate

Property: 904 E CHICAGO Avenue City: NAPERVILLE State: IL Zip: 60540

Date: 7/6/2022

Thank you for selecting @properties | Christie's International Real Estate ("@properties") to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,850 to \$3,475
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,625 to \$2,475
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,290
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
[signature]

[signature]

Chicago Commons Naperville LLC

[print name]

[print name]

Owner Initials BC



Electronic Filing: Received, Clerk's Office 12/28/2022

EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, title company, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

This important notice is not intended to provide legal advice. You should consult with a lawyer if you have any questions.

Owner Initials  _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

DocuSigned by: Seller Bolo Carr Date 7/6/2022
Seller Date
Purchaser Date
Purchaser Date
Agent DocuSigned by: Date 7/11/2022
Agent Date

Property Address: 904 E CHICAGO Avenue
City, State, Zip Code: Naperville, IL 60540

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawl space and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: (800) 325-1245



***IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023***

www.radon.illinois.gov

Printed by the Authority of the State of Illinois
(30,000 - 5/09 - PO# 625)



State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for

Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigation

Test Options for

Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

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What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
<p>Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.</p>	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
<p>Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.</p>	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result

of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 13 10/2007 (IEMA 2007-92)

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

Certificate Of Completion

Envelope Id: 6D8E8C17109C4C5DAB3085AC415C8F94	Status: Completed
Subject: Review & Approve Listing Agreement for 904 E CHICAGO Avenue	
Source Envelope:	
Document Pages: 10	Signatures: 6
Certificate Pages: 5	Initials: 13
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erik Sachs
Time Zone: (UTC-06:00) Central Time (US & Canada)	212 E. Ohio
	Chicago, IL 60611
	eriksachs@atproperties.com
	IP Address: 34.204.123.166

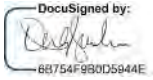
Record Tracking

Status: Original	Holder: Erik Sachs	Location: DocuSign
7/6/2022 7:37:50 PM	eriksachs@atproperties.com	

Signer Events

Signer Events	Signature	Timestamp
Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	Completed Using IP Address: 73.73.109.231	Sent: 7/6/2022 7:44:57 PM Viewed: 7/6/2022 7:45:30 PM Signed: 7/6/2022 7:45:51 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		


Bob Carr bobcarr1111@gmail.com Security Level: Email, Account Authentication (None)	 E1C0039014DD402	Sent: 7/6/2022 7:45:54 PM Viewed: 7/6/2022 10:44:13 PM Signed: 7/6/2022 10:45:44 PM
Electronic Record and Signature Disclosure: Accepted: 7/6/2022 10:44:13 PM ID: 524a46d7-ff0e-45db-88ac-62581d48201d	Signature Adoption: Pre-selected Style Using IP Address: 73.247.210.243 Signed using mobile	

Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	 6B754F9B0D5944E	Sent: 7/6/2022 10:45:48 PM Viewed: 7/11/2022 9:40:50 AM Signed: 7/11/2022 9:40:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Drawn on Device Using IP Address: 73.73.109.231	

MLS Coordinator docusign@atproperties.com @properties Security Level: Email, Account Authentication (None)	Completed Using IP Address: 38.124.68.148	Sent: 7/11/2022 9:41:02 AM Viewed: 7/11/2022 9:59:44 AM Signed: 7/11/2022 10:11:04 AM
Electronic Record and Signature Disclosure: Accepted: 9/27/2021 5:02:04 PM ID: 596e29df-7d49-47b1-b9d1-effad1768d0e		

In Person Signer Events**Signature****Timestamp**

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In Person Signer Events	Signature	Timestamp
In Person Signing Host: MLS docusign@atproperties.com	 91354D38D3CC403	Sent: 7/11/2022 10:11:06 AM Viewed: 7/11/2022 10:12:33 AM Signed: 7/11/2022 10:12:40 AM
In Person Signer: Paul Blackburn	Signature Adoption: Pre-selected Style	
Security Level: In Person	Using IP Address: 38.124.68.148	

Electronic Record and Signature Disclosure:
Accepted: 7/11/2022 10:12:33 AM
ID: f99d319f-615c-4310-a3a9-c4f82385a5cb

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2022 7:44:57 PM
Certified Delivered	Security Checked	7/11/2022 10:12:33 AM
Signing Complete	Security Checked	7/11/2022 10:12:40 AM
Completed	Security Checked	7/11/2022 10:12:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, @properties Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact @properties Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joni@atproperties.com

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at joni@atproperties.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with @properties Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify @properties Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by @properties Corp during the course of my relationship with you.



THIS EXCLUSIVE SALES MARKETING AGREEMENT (“Agreement”) is effective as of the date it is fully executed (the “Effective Date”) by and between At World Properties, LLC d/b/a @properties (“@properties”), a licensed real estate broker, and **Bob Carr or designated named address LLC** (“Owner”), the owner of real property (“Property”) described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 900 E. Chicago Ave Unit No: _____

City: Naperville, State: IL Zip: 60540 County: Dupage

Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

2. Price: \$ (“List Price”)

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____ .

3. Term: The term of this Agreement (“Term”) shall commence on the Effective Date and continue until ~~one year~~ **eighteen months** from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease; provided, however, such termination shall not affect Owner’s obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below.

4. @properties’ Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of ~~six percent (6%)~~ **six percent** of the purchase price (“Sale Commission”) plus \$350 and \$ N/A for additional marketing expenses (collectively, “Additional Fee”). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months’ rent (“Rental Commission”) plus \$100 (“Additional Rental Fee”). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month’s rent for each subsequent year, set forth in the lease (the “Additional Rental Commission”). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant’s immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the “Commission”. Any default by tenant, including failure to pay rent, shall not affect @properties’ right to the Commission. Owner agrees that @properties may collect the Commission from the first month’s rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (collectively, a “Transfer of Property”) prior to the expiration or earlier termination of this Agreement (the “Termination Date”), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the “Protection Period”) to any person to whom the Property was submitted prior to the Termination Date; or (c) upon Owner’s default on a purchase contract governing a sale of the Property during the Term or Protection Period (a “Default”). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties’ licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker’s agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys’ fees and costs incurred in the dispute over the Commission.

Any sell side cooperative compensation will be paid at 2.5% of initial contract price less listing fee. Any list side compensation will be paid at a minimum of 2.5% of initial contract price. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement.

Owner Initials BC

Erik Sachs

5. Designated Agency: The parties agree that _____, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: @properties and the Designated Agent (collectively, "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "**Yes**" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "**Yes**," initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one)

BL _____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner has received NO NOTICE of encroachment from any adjoining land owner. There are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose.

Owner Initials BL _____



Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) 0818417026, 0818417029, 0818417032, 0818417033
Real estate tax for 2017 is \$ 16,999
 Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____
Special assessment \$ _____ Lot size 167 x 212 or _____
Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

_____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including disputes as to the disposition of any earnest money deposit held by @properties; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any damage to the Property or Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through the facility of the American Arbitration Association with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the American Arbitration Association to facilitate any arbitration and agree to the rules of the American Arbitration Association. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

Owner Initials Bl _____

Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 72 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 72 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 72 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

Bl (initial here) If not within 72 hours, date to input Property into MLS: 1/9/2020

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify @properties and the Indemnified Parties for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Owner Initials Bl



Electronic Filing Received, Clerk's Office 12/28/2018

Owner Signature: Bob Carr

Date: 12/14/2018

Owner Signature: _____

Date: _____

Owner Name(s) (print): Bob Carr or designated named address LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Owner Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

At World Properties, LLC d/b/a @properties

Designated Agent Signature: [Signature]

Designated Agent Name (print): Erik Sachs

Designated Agent MLS ID: 105437

Designated Agent Email: eriksachs@atproperties.com

@properties Office: Peoria

Managing Broker Signature: _____

Managing Broker Name (print): Kim Kerbis

Date: 12/14/2018

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

DocuSigned by:
Kim Kerbis
93ED7E5B870842C...

Owner Initials BC



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Bob Carr or designated named address LLC
To: _____

From: @properties

Property: 900 E. Chicago Ave. City: Naperville State: IL Zip: 60540

Date: 12/13/2018

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction. Because @properties has an indirect 61% ownership interest in Proper Title, LLC, @properties' referral of Proper Title, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC. You are NOT required to use Proper Title, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - ESTIMATED CHARGES (actual costs may vary)

Title Insurance: \$1,695 (for up to \$200,000 in coverage) to \$3,340 (for \$1 million in coverage)

Endorsement Fees: \$175 per endorsement

Closing Fees: \$1,275 up to \$200,000 purchase price; \$1,675 up to \$550,000 purchase price; \$2,125 up to \$1 million

Other Processing Fees: \$3 to \$245 based on the type of closing

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that @properties is referring me/us to Proper Title, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC.

Bob Carr

[signature]

[signature]

Bob Carr or designated named address LLC

[print name]

[print name]

Owner Initials BC _____



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

ALWAYS VERIFY WIRING INSTRUCTIONS VERBALLY AS SET FORTH BELOW – NEVER TRANSFER FUNDS BASED SOLELY ON EMAILED INSTRUCTIONS.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

Owner Initials BC _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller | Bob Carr | Date 12/14/2018
Seller | | Date
Purchaser | | Date
Purchaser | | Date
Agent | [Signature] | Date 12/13/2018
Agent | | Date

Property Address: 900 E. Chicago
City, State, Zip Code: Naperville, IL 60540



THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 916 E. Chicago Ave Unit No: _____

City: Naperville, State: IL Zip: 60540 County: Dupage

Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

2. Price: \$ [redacted] ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until ~~one year~~ ^{eighteen months} from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below.

4. @properties' Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of ~~six percent (6%)~~ of the purchase price ("Sale Commission") plus \$350 and \$ N/A for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (collectively, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was submitted prior to the Termination Date; and (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

Any sell side cooperative compensation will be paid at 2.5% of initial contract price less listing fee. Any list side compensation will be paid at a minimum of 2.5% of initial contract price. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement.

Owner Initials BL

Erik Sachs

5. Designated Agency: The parties agree that _____, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: @properties and the Designated Agent (collectively, "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "**Yes!**" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "**Yes!**" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one)

BC (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner has received NO NOTICE of encroachment from any adjoining land owner. There are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose.

Owner Initials BC



Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) NEW
Real estate tax for 2017 is \$ NEW
 Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ 200 and includes: (check applicable) heat, hot water, electric, air conditioning, gas and **Common area maintenance, landscaping and snow removal**
Special assessment \$ _____ Lot size _____ x _____ or _____
Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

_____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including disputes as to the disposition of any earnest money deposit held by @properties; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any damage to the Property or Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through the facility of the American Arbitration Association with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the American Arbitration Association to facilitate any arbitration and agree to the rules of the American Arbitration Association. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

Owner Initials BL

Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 72 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 72 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 72 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

 BL (initial here) If not within 72 hours, date to input Property into MLS: 1/24/2019

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify @properties and the Indemnified Parties for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Owner Initials *BL*



Bob Carr

Owner Signature: _____

Date: 1/19/2019

Owner Signature: _____

Date: _____

Owner Name(s) (print): Chicago Commons Naperville LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Owner Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

At World Properties, LLC d/b/a @properties

Designated Agent Signature: [Signature]

Designated Agent Name (print): Erik Sachs

Designated Agent MLS ID: 105437

Designated Agent Email: eriksachs@atproperties.com

@properties Office: Peoria

Managing Broker Signature: [Signature]

Managing Broker Name (print): Kim Kerbis

Date: 1/21/2019

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Owner Initials BC



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties

Property: 916 E. Chicago Ave. City: Naperville State: IL Zip: 60540

Date: 1/19/2019

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction. Because @properties has an indirect 61% ownership interest in Proper Title, LLC, @properties' referral of Proper Title, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC. You are NOT required to use Proper Title, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - ESTIMATED CHARGES (actual costs may vary)

Title Insurance: \$1,695 (for up to \$200,000 in coverage) to \$3,340 (for \$1 million in coverage)

Endorsement Fees: \$175 per endorsement

Closing Fees: \$1,275 up to \$200,000 purchase price; \$1,675 up to \$550,000 purchase price; \$2,125 up to \$1 million

Other Processing Fees: \$3 to \$245 based on the type of closing

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that @properties is referring me/us to Proper Title, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC.

Bob Carr
[signature]

[signature]

Chicago Commons Naperville LLC

[print name]

[print name]

Owner Initials BC



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

ALWAYS VERIFY WIRING INSTRUCTIONS VERBALLY AS SET FORTH BELOW – NEVER TRANSFER FUNDS BASED SOLELY ON EMAILED INSTRUCTIONS.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

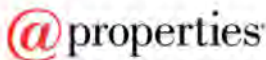
Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller Bob Carr Date 1/19/2019
Seller Date
Purchaser Date
Purchaser Date
Agent Date 1/19/2019
Agent Date

Property Address: 916 E. Chicago
City, State, Zip Code: Naperville, IL 60540



Electronic Filing: Received, Clerk's Office 12/28/2022
CHRISTIE'S EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
INTERNATIONAL REAL ESTATE
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties | Christie's International Real Estate ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 920 E CHICAGO Avenue Unit No:
City: NAPERVILLE, State: IL Zip: 60540 County: DuPage
Parking Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: [] Indoor: [] Outdoor: []
Storage Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: []

2. Price: \$ [redacted] ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and [redacted]. The following items are specifically excluded: [redacted]

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect.

2.5% coop commission due to any buyer agent rep. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement
4. @properties Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of [redacted] of the purchase price ("Sale Commission") plus \$495 and \$ [redacted] for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was shown to prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract

Owner Initials BL



Electronic Filing: Received, Clerk's Office 12/28/2022

EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one) [Signature: BL] (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to secure a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the

Owner Initials [Signature: BL]



Electronic Filing: Received, Clerk's Office 12/28/2022

EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT

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Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) 08-18-417-053

Real estate tax for 2021 is \$ NEW

Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)

Current monthly assessment is \$ 300 and includes: (check applicable) heat hot water electric air conditioning gas and

Special assessment \$ Lot size x or

Electricity Account Number: Gas Account Number:

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

(initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify defend and hold @properties, its licensees, agents, employees, managers, members shareholders, directors, officers affiliates and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; (d) failure to follow the recommendations set forth in our anti-fraud warning to consumers relating to wire transfers attached to this Agreement; or (e) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any

Owner Initials BL



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award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if sent by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address specified by the parties in this Agreement if sent prior to 6:00 pm Chicago time, or if after 6:00 pm Chicago time, the following calendar day, (b) if personally delivered with receipt of delivery, or (c) if sent by a nationally recognized overnight courier the day on which such notice, request, or other communication is actually received at the address set forth in this Agreement or such other address as such intended recipient may give notice of from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS AND FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum." Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

To have the Property entered in the Private Listing Network ("PLN"), Owner acknowledges full understanding of the differences between the MLS and PLN, and authorizes @properties to place the Property in the PLN within 24 hours, or upon the date as indicated below.

_____ (initial here) If not within 24 hours, date to input Property into PLN: _____

Further Direction of Services [choose one of each]:

- [X] [Show] OR [] [Do Not Show] the Property to prospective buyers, tenants and/or their brokers.
[X] [Share] OR [] [Do Not Share] the Property information with prospective buyers, tenants and/or their brokers.

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS

Owner Initials [Signature]



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in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties' or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

At World Properties, LLC d/b/a

@properties | Christie's International Real Estate

DocuSigned by: Erik Sachs

Designated Agent Signature: Erik Sachs
Designated Agent Name (print): Erik Sachs
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

DocuSigned by: Paul Blackburn

@properties Office: Goose Island
Managing Broker Signature: Paul Blackburn
Managing Broker Name (print): Paul Blackburn
Date: 10/4/2022

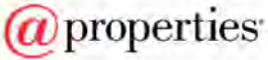
DocuSigned by: Bob Carr
Owner Signature: Bob Carr
Date: 10/3/2022
Owner Signature:
Date:

Owner Name(s) (print): Chicago Commons Naperville LLC
Address:
City: State: Zip:
Phone:
Email:

Owner Name(s) (print):
Address:
City: State: Zip:
Phone:
Email:

Attorney Name:
Firm:
Office Address:
City: State: Zip:
Phone:
Email:

Owner Initials: BL



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EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties | Christie's International Real Estate

Property: 920 E CHICAGO Avenue City: NAPERVILLE State: IL Zip: 60540

Date: 10/3/2022

Thank you for selecting @properties | Christie's International Real Estate ("@properties") to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,850 to \$3,475
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,625 to \$2,475
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,290
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
[signature]

[signature]

Chicago Commons Naperville LLC

[print name]

[print name]

Owner Initials BC



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**ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS**

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, title company, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

This important notice is not intended to provide legal advice. You should consult with a lawyer if you have any questions.

Owner Initials  _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Documented by: Seller Bob Carr Date 10/3/2022
Seller Date
Purchaser Date
Purchaser Date
Documented by: Agent Date 10/3/2022
Agent Date

Property Address: 920 E CHICAGO Avenue
City, State, Zip Code: Naperville, IL 60540

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



***IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023***

www.radon.illinois.gov

Printed by the Authority of the State of Illinois
(30,000 - 5/09 - PO# 625)



State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigation

Test Options for

Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

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What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
<p>Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.</p>	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
<p>Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.</p>	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 13 10/2007 (IEMA 2007-92)

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

Certificate Of Completion

Envelope Id: 47A432D05BA64A36A292D32DAFBB0793	Status: Completed
Subject: Review & Approve Listing Agreement for 920 E CHICAGO Avenue	
Source Envelope:	
Document Pages: 10	Signatures: 6
Certificate Pages: 5	Initials: 11
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erik Sachs
Time Zone: (UTC-06:00) Central Time (US & Canada)	212 E. Ohio
	Chicago, IL 60611
	eriksachs@atproperties.com
	IP Address: 34.204.123.166

Record Tracking

Status: Original	Holder: Erik Sachs	Location: DocuSign
10/3/2022 4:26:35 PM	eriksachs@atproperties.com	

Signer Events

Signer Events	Signature	Timestamp
Erik Sachs	Completed	Sent: 10/3/2022 4:34:52 PM
eriksachs@atproperties.com		Viewed: 10/3/2022 4:36:18 PM
@properties Corp		Signed: 10/3/2022 4:37:26 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 73.73.109.231

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bob Carr
bobcarr1111@gmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Bob Carr
E1C0039014DD402

Sent: 10/3/2022 4:37:28 PM
Viewed: 10/3/2022 4:58:50 PM
Signed: 10/3/2022 4:59:32 PM

Signature Adoption: Pre-selected Style
Using IP Address: 107.77.208.20
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 10/3/2022 4:58:50 PM
ID: b4927d1c-01cc-464c-9a95-93560631ba78

Erik Sachs
eriksachs@atproperties.com
@properties Corp
Security Level: Email, Account Authentication (None)

DocuSigned by:
Erik Sachs
6B754F9B0D5944E

Sent: 10/3/2022 4:59:34 PM
Viewed: 10/3/2022 5:16:52 PM
Signed: 10/3/2022 5:17:03 PM

Signature Adoption: Drawn on Device
Using IP Address: 73.73.109.231

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

MLS Coordinator
docusign@atproperties.com
@properties
Security Level: Email, Account Authentication (None)


Completed
Using IP Address: 165.225.216.176

Sent: 10/3/2022 5:17:06 PM
Viewed: 10/3/2022 5:38:15 PM
Signed: 10/4/2022 10:20:33 AM

Electronic Record and Signature Disclosure:
Accepted: 9/27/2021 5:02:04 PM
ID: 596e29df-7d49-47b1-b9d1-effad1768d0e

In Person Signer Events**Signature****Timestamp**

Electronic Filing: Received, Clerk's Office 12/28/2022

In Person Signer Events	Signature	Timestamp
In Person Signing Host: MLS docusign@atproperties.com		Sent: 10/4/2022 10:20:36 AM Viewed: 10/4/2022 10:25:55 AM Signed: 10/4/2022 10:26:06 AM
In Person Signer: Paul Blackburn	Signature Adoption: Pre-selected Style	
Security Level: In Person	Using IP Address: 165.225.216.176	

Electronic Record and Signature Disclosure:
Accepted: 10/4/2022 10:25:55 AM
ID: 387e9ca3-3333-4c10-9d07-c8c40446f146

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/3/2022 4:34:52 PM
Certified Delivered	Security Checked	10/4/2022 10:25:55 AM
Signing Complete	Security Checked	10/4/2022 10:26:06 AM
Completed	Security Checked	10/4/2022 10:26:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, @properties Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact @properties Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joni@atproperties.com

To advise @properties Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at joni@atproperties.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from @properties Corp

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with @properties Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

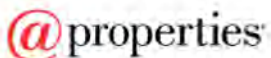
** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify @properties Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by @properties Corp during the course of my relationship with you.



Electronic Filing: Received, Clerk's Office 12/28/2022
CHRISTIE'S EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
INTERNATIONAL REAL ESTATE
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties | Christie's International Real Estate ("@properties"), a licensed real estate broker, and Bob Carr ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 924 E CHICAGO Avenue Unit No:
City: NAPERVILLE, State: IL Zip: 60540 County: DuPage
Parking Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: [] Indoor: [] Outdoor: []
Storage Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: []

2. Price: \$ [redacted] ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and [redacted]. The following items are specifically excluded: [redacted]

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect.

4. @properties Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the compensation or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of six percent (6%) of the purchase price ("Sale Commission") plus \$495 and \$ [redacted] for additional marketing expenses (collectively, "Additional Compensation"). If the Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties caused by collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission") for the term of the lease. If the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Rental Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale or other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was shown to prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract

Owner Initials [Signature]



Electronic Filing: Received, Clerk's Office 12/28/2022

**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes!" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one) DS
BL _____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to secure a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the

Owner Initials BL _____



Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) NEW

Real estate tax for _____ is \$ _____

Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)

Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____

Special assessment \$ _____ Lot size _____ x _____ or _____

Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify/ defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

BL _____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify/ defend and hold @properties, its licensees, agents, employees, managers, members/ shareholders, directors, officers/ affiliates and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; (d) failure to follow the recommendations set forth in our anti-fraud warning to consumers relating to wire transfers attached to this Agreement; or (e) a breach of this Agreement by Owner/ Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any

Owner Initials BL _____



award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if sent by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address specified by the parties in this Agreement if sent prior to 6:00 pm Chicago time, or if after 6:00 pm Chicago time, the following calendar day, (b) if personally delivered with receipt of delivery, or (c) if sent by a nationally recognized overnight courier the day on which such notice, request, or other communication is actually received at the address set forth in this Agreement or such other address as such intended recipient may give notice of from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS AND FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum." Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

BL (initial here) If not within 48 hours, date to input Property into MLS: _____

To have the Property entered in the Private Listing Network ("PLN"), Owner acknowledges full understanding of the differences between the MLS and PLN, and authorizes @properties to place the Property in the PLN within 24 hours, or upon the date as indicated below.

BL (initial here) If not within 24 hours, date to input Property into PLN: _____

Further Direction of Services [choose one of each]:

- [Show] OR [Do Not Show] the Property to prospective buyers, tenants and/or their brokers.
- [Share] OR [Do Not Share] the Property information with prospective buyers, tenants and/or their brokers.

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS

Owner Initials BL



Electronic Filing: Received, Clerk's Office 12/28/2022
CHRISTIE'S EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
INTERNATIONAL REAL ESTATE
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties' or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

At World Properties, LLC d/b/a

@properties | Christie's International Real Estate

DocuSigned by:
Erik Sachs
E31CF8B5-F84C-4B97-876B-D0CDC5774767

Designated Agent Signature: _____
Designated Agent Name (print): Erik Sachs
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

DocuSigned by:
Bob Carr
Owner Signature: _____
Date: 6/7/2022
Owner Signature: _____
Date: _____

Owner Name(s) (print): Bob Carr
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

@properties Office: Goose Island
DocuSigned by:
Paul Blackburn
Managing Broker Signature: _____
Managing Broker Name (print): Paul Blackburn
Date: 6/7/2022

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Initials *BC*



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Bob Carr

From: @properties | Christie's International Real Estate

Property: 924 E CHICAGO Avenue City: NAPERVILLE State: IL Zip: 60540

Date: 6/7/2022

Thank you for selecting @properties | Christie's International Real Estate ("@properties") to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,850 to \$3,475
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,625 to \$2,475
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,290
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
E1C003901400402...
[signature]

[signature]

Bob Carr

[print name]

[print name]

Owner Initials BC _____



Electronic Filing: Received, Clerk's Office 12/28/2022

**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT**

**ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS**

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, title company, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

This important notice is not intended to provide legal advice. You should consult with a lawyer if you have any questions.

Owner Initials 



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

DocuSigned by: Seller Bob Carr Date 6/7/2022
Seller Date
Purchaser Date
Purchaser Date
DocuSigned by: Agent Date 6/7/2022
Agent Date

Property Address: 924 E CHICAGO Avenue
City, State, Zip Code: Naperville, IL 60540

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



***IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023
www.radon.illinois.gov***

Printed by the Authority of the State of Illinois
(30,000 - 5/09 - PO# 625)



State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigation

Test Options for

Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

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What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
<p>Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.</p>	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
<p>Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.</p>	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 13 10/2007 (IEMA 2007-92)

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

Certificate Of Completion

Envelope Id: E31CF8B5F84C4B97876BD0CDC5774767	Status: Completed
Subject: Review & Approve Listing Agreement for 924 E CHICAGO Avenue	
Source Envelope:	
Document Pages: 10	Signatures: 6
Certificate Pages: 5	Initials: 16
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erik Sachs
Time Zone: (UTC-06:00) Central Time (US & Canada)	212 E. Ohio
	Chicago, IL 60611
	eriksachs@atproperties.com
	IP Address: 34.204.123.166

Record Tracking

Status: Original	Holder: Erik Sachs	Location: DocuSign
6/7/2022 1:41:26 PM	eriksachs@atproperties.com	

Signer Events

Signer Events	Signature	Timestamp
Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	Completed Signed by link sent to eriksachs@atproperties.com Using IP Address: 70.169.18.37 Signed using mobile	Sent: 6/7/2022 1:46:21 PM Viewed: 6/7/2022 1:47:05 PM Signed: 6/7/2022 1:50:17 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bob Carr bobcarr1111@gmail.com Security Level: Email, Account Authentication (None)	 E1C0039014DD402	Sent: 6/7/2022 1:50:20 PM Viewed: 6/7/2022 1:54:28 PM Signed: 6/7/2022 1:55:44 PM
	Signature Adoption: Pre-selected Style Signed by link sent to bobcarr1111@gmail.com Using IP Address: 12.181.130.42	

Electronic Record and Signature Disclosure:
Accepted: 6/7/2022 1:54:28 PM
ID: 9d562634-9c51-41f5-b9fc-1254b6bab101


Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	 6B754F9B0D5944E	Sent: 6/7/2022 1:55:47 PM Viewed: 6/7/2022 2:05:25 PM Signed: 6/7/2022 2:05:46 PM
	Signature Adoption: Drawn on Device Signed by link sent to eriksachs@atproperties.com Using IP Address: 70.169.18.37 Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

MLS Coordinator docusign@atproperties.com @properties Security Level: Email, Account Authentication (None)	Completed Signed by link sent to docusign@atproperties.com Using IP Address: 38.124.68.148	Sent: 6/7/2022 2:05:48 PM Viewed: 6/7/2022 2:35:12 PM Signed: 6/7/2022 2:43:01 PM
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Electronic Record and Signature Disclosure:
Accepted: 9/27/2021 5:02:04 PM
ID: 596e29df-7d49-47b1-b9d1-effad1768d0e**In Person Signer Events****Signature****Timestamp**

Electronic Filing: Received, Clerk's Office 12/28/2022

In Person Signer Events	Signature	Timestamp
In Person Signing Host: MLS docusign@atproperties.com		Sent: 6/7/2022 2:43:06 PM Viewed: 6/7/2022 2:43:26 PM Signed: 6/7/2022 2:43:35 PM
In Person Signer: Paul Blackburn	Signature Adoption: Pre-selected Style	
Security Level: In Person	Signed by link sent to docusign@atproperties.com Using IP Address: 38.124.68.148	

Electronic Record and Signature Disclosure:
Accepted: 6/7/2022 2:43:26 PM
ID: 4e2a9644-95cd-41e5-bbf8-27860c463bf5

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2022 1:46:21 PM
Certified Delivered	Security Checked	6/7/2022 2:43:26 PM
Signing Complete	Security Checked	6/7/2022 2:43:35 PM
Completed	Security Checked	6/7/2022 2:43:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, @properties Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact @properties Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joni@atproperties.com

To advise @properties Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at joni@atproperties.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with @properties Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify @properties Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by @properties Corp during the course of my relationship with you.



THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property

Address: 928 E. Chicago Unit No: _____

City: Naperville, State: IL Zip: 60540 County: Dupage

Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

2. Price: \$ ██████████ ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect.

4. @properties' Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of six percent (6%) of the purchase price ("Sale Commission") plus \$350 and \$ _____ for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first month's rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was submitted prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer

Owner Initials DS
bc
4826-9106-0299.v19

Any sell side cooperative compensation will be paid at 2.5% of initial contract price less listing fee. Any list side compensation will be paid at a minimum of 2.5% of initial contract price. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement.



cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: @properties and the Designated Agent (collectively, "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one)

_____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the

Owner Initials ^{DS} BL _____



date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) New
Real estate tax for New is \$ New
 Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____
Special assessment \$ _____ Lot size _____ x _____ or _____
Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify, defend and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through the facility of the American Arbitration Association with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the American Arbitration Association to facilitate any arbitration and agree to the rules of the American Arbitration Association. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED.

Owner Initials BC



13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

Owner Initials ^{DS} BL _____



20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

DocuSigned by:
Owner Signature: Bob Carr
Date: 12/8/2020
E1C0039014DD402...

At World Properties, LLC d/b/a @properties
Designated Agent Signature: [Signature]
Designated Agent Name (print): Erik Sachs
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

Owner Signature: _____
Date: _____

Owner Name(s) (print): Chicago Commons Naperville LLC
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

@properties Office: Peoria
DocuSigned by:
Managing Broker Signature: Paul Blackburn
Managing Broker Name (print): Kim Kerbis Paul Blackburn
Date: 8/13/2021

Owner Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Initials: BC
4826-9106-0299.v19



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties

Property: 928 E. Chicago City: Naperville State: IL Zip: 60540

Date: 12/8/2020

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,695 to \$3,340
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,450 to \$2,520
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,140
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
signature

[signature]

Chicago Commons Naperville LLC
[print name]

[print name]

Electronic Filing: Received, Clerk's Office 12/28/2022



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

Owner Initials  _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

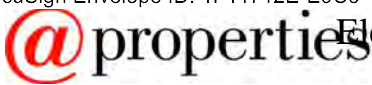
Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller: Bob Carr, Date: 12/8/2020
Seller:
Purchaser:
Purchaser:
Agent: [Signature], Date: 12/8/2020
Agent:

Property Address: 928 E. Chicago Ave.
City, State, Zip Code: Naperville, IL 60540



THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 932 E. Chicago Unit No: _____
City: Naperville, State: IL Zip: 60540 County: Dupage

Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

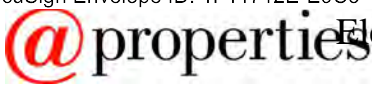
2. Price \$ [REDACTED] ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect. Any self-side cooperative compensation will be paid at 2.5% of initial contract price less listing fee. Any list-side compensation will be paid at a minimum of 2.5% of initial contract price. Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement.

4. @properties' Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of ~~XXXXXX~~ of the purchase price ("**Sale Commission**") plus \$350 and \$ _____ for additional marketing expenses (collectively, "**Additional Fee**"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first month's rent ("**Rental Commission**") plus \$100 ("**Additional Rental Fee**"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "**Additional Rental Commission**"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "**Commission**". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "**Termination Date**"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "**Protection Period**") to any person to whom the Property was submitted prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "**Default**"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no

Owner Initials BC



obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

Erik Sachs

5. Designated Agency: The parties agree that _____, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

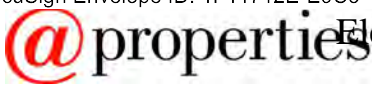
Yes No (check one)

_____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property.

Owner Initials BL



If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) New
Real estate tax for 2020 is \$ New
 Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____
Special assessment \$ _____ Lot size _____ x _____ or _____
Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

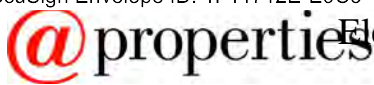
10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

_____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify, defend and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or

Owner Initials BL



participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

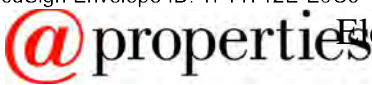
16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon

Owner Initials 



@properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

DocuSigned by:
Bob Carr
Owner Signature: _____
Date: 4/15/2021

Owner Signature: _____
Date: _____

Owner Name(s) (print): Chicago Commons Naperville LLC
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

DocuSigned by:
Erik Sachs
At World Properties, LLC d/b/a @properties
Designated Agent Signature: _____
Designated Agent Name (print): ERIK SACHS
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

Peoria
@properties Office: _____
Managing Broker Signature: Paul Blackburn
Managing Broker Name (print): Paul Blackburn
Date: 4/15/2021

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Initials BC



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties

Property: 932 E. Chicago City: Naperville State: IL Zip: 60540

Date: 4/15/2021

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,695 to \$3,340
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,450 to \$2,520
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,140
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
E1C0039014DD402...
[signature]

[signature]

Chicago Commons Naperville LLC
[print name]

[print name]

Owner Initials BC

Electronic Filing: Received, Clerk's Office 12/28/2022



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

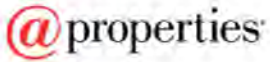
YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

Owner Initials  _____



Electronic Filing: Received, Clerk's Office 12/28/2022
CHRISTIE'S EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
INTERNATIONAL REAL ESTATE
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties | Christie's International Real Estate ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 936 E CHICAGO Avenue Unit No:
City: NAPERVILLE, State: IL Zip: 60540 County: DuPage
Parking Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: [] Indoor: [] Outdoor: []
Storage Space No: (check all that apply) Deeded: [] Assigned: [] Limited Common Element: []

2. Price: \$ (List Price)

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and . The following items are specifically excluded:

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) or Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect.

Any commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement

4. @properties' Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of 3% (three percent) of the purchase price ("Sale Commission") plus \$50 per @development agreement for additional marketing expenses (collectively, "Additional Fee"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Rental Commission") plus \$100 ("Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "Additional Rental Commission"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "Commission". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "Transfer of Property") prior to the expiration or earlier termination of this Agreement (the "Termination Date"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "Protection Period") to any person to whom the Property was shown to prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "Default"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract

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**EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
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or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes!" initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one) DS
BL _____ (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to secure a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the

Owner Initials BL _____



Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property. If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) 08-18-417-050

Real estate tax for 2021 is \$ New

Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)

Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____

Special assessment \$ _____ Lot size _____ x _____ or _____

Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify/ defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

_____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify/ defend and hold @properties, its licensees, agents, employees, managers, members/ shareholders, directors, officers/ affiliates and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; (d) failure to follow the recommendations set forth in our anti-fraud warning to consumers relating to wire transfers attached to this Agreement; or (e) a breach of this Agreement by Owner/ Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any

Owner Initials BL



award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience. Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if sent by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address specified by the parties in this Agreement if sent prior to 6:00 pm Chicago time, or if after 6:00 pm Chicago time, the following calendar day, (b) if personally delivered with receipt of delivery, or (c) if sent by a nationally recognized overnight courier the day on which such notice, request, or other communication is actually received at the address set forth in this Agreement or such other address as such intended recipient may give notice of from time to time.

15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS AND FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum." Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

To have the Property entered in the Private Listing Network ("PLN"), Owner acknowledges full understanding of the differences between the MLS and PLN, and authorizes @properties to place the Property in the PLN within 24 hours, or upon the date as indicated below.

_____ (initial here) If not within 24 hours, date to input Property into PLN: _____

Further Direction of Services [choose one of each]:

- [Show] OR [Do Not Show] the Property to prospective buyers, tenants and/or their brokers.
- [Share] OR [Do Not Share] the Property information with prospective buyers, tenants and/or their brokers.

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS

Owner Initials BL



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EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
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in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties' or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless for any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

At World Properties, LLC d/b/a

@properties | Christie's International Real Estate

DocuSigned by:

#B75459B005944E...

Designated Agent Signature _____

Designated Agent Name (print): Erik Sachs

Designated Agent MLS ID: 105437

Designated Agent Email: eriksachs@atproperties.com

DocuSigned by:

#B0C7E0BE87A0D...

@properties Office: Goose Island

Managing Broker Signature: _____

Managing Broker Name (print): Paul Blackburn

Date: 8/9/2022

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

DocuSigned by: Bob Carr

Owner Signature: _____

Date: 8/8/2022

Owner Signature: _____

Date: _____

Owner Name(s) (print): Chicago Commons Naperville LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Owner Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

DS

Owner Initials _____



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EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties | Christie's International Real Estate

Property: 936 E CHICAGO Avenue City: NAPERVILLE State: IL Zip: 60540

Date: 8/8/2022

Thank you for selecting @properties | Christie's International Real Estate ("@properties") to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,850 to \$3,475
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,625 to \$2,475
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,290
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
E1C003901400402...
[signature]

[signature]

Chicago Commons Naperville LLC

[print name]

[print name]

Owner Initials BC _____



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, title company, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

This important notice is not intended to provide legal advice. You should consult with a lawyer if you have any questions.

Owner Initials  _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Documented by: Seller Bob Carr Date 8/8/2022
Seller Date
Purchaser Date
Purchaser Date
Documented by: Agent Date 8/8/2022
Agent Date

Property Address: 936 E CHICAGO Avenue
City, State, Zip Code: Naperville, IL 60540

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



***IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023***

www.radon.illinois.gov

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State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for

Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigation

Test Options for

Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

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What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
<p>Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.</p>	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
<p>Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.</p>	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 13 10/2007 (IEMA 2007-92)

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing.

www.radon.illinois.gov

Certificate Of Completion

Envelope Id: AA60672FA5964273B7C300426B67B4A7	Status: Completed
Subject: Review & Approve Listing Agreement for 936 E CHICAGO Avenue	
Source Envelope:	
Document Pages: 10	Signatures: 6
Certificate Pages: 5	Initials: 11
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erik Sachs
Time Zone: (UTC-06:00) Central Time (US & Canada)	212 E. Ohio
	Chicago, IL 60611
	eriksachs@atproperties.com
	IP Address: 34.204.123.166

Record Tracking

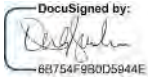
Status: Original	Holder: Erik Sachs	Location: DocuSign
8/8/2022 1:43:05 PM	eriksachs@atproperties.com	

Signer Events

Signer Events	Signature	Timestamp
Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	Completed Using IP Address: 73.73.109.231	Sent: 8/8/2022 1:54:04 PM Viewed: 8/8/2022 1:59:47 PM Signed: 8/8/2022 2:00:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Bob Carr bobcarr1111@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.208.27 Signed using mobile	Sent: 8/8/2022 2:00:09 PM Resent: 8/8/2022 3:50:52 PM Viewed: 8/8/2022 5:11:41 PM Signed: 8/8/2022 5:12:08 PM
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Electronic Record and Signature Disclosure:
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ID: a9ec9011-830f-497c-a143-bd128bf313f7

Erik Sachs eriksachs@atproperties.com @properties Corp Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 73.73.109.231 Signed using mobile	Sent: 8/8/2022 5:12:10 PM Viewed: 8/8/2022 5:20:35 PM Signed: 8/8/2022 5:20:45 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

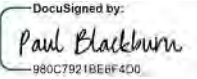
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In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Electronic Filing: Received, Clerk's Office 12/28/2022

In Person Signer Events	Signature	Timestamp
In Person Signing Host: MLS docusign@atproperties.com		Sent: 8/9/2022 9:31:04 AM Viewed: 8/9/2022 9:34:10 AM Signed: 8/9/2022 9:34:19 AM
In Person Signer: Paul Blackburn	Signature Adoption: Pre-selected Style	
Security Level: In Person	Using IP Address: 165.225.60.55	

Electronic Record and Signature Disclosure:
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ID: 2e906506-b1dc-4c74-b448-d4ff6b7c21e6

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/9/2022 9:34:10 AM
Signing Complete	Security Checked	8/9/2022 9:34:19 AM
Completed	Security Checked	8/9/2022 9:34:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact @properties Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joni@atproperties.com

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at joni@atproperties.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to joni@atproperties.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify @properties Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by @properties Corp during the course of my relationship with you.



THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and Chicago Commons Naperville LLC ("Owner"), the owner of real property ("Property") described below. For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Owner grants @properties the exclusive right to sell and market the Property. The parties agree that the following terms and conditions will govern the sale and marketing of the Property.

1. Property:

Address: 908 E. Chicago Ave. Unit No: _____
City: Naperville, State: IL Zip: 60540 County: Dupage

Parking Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element: Indoor: Outdoor:
Storage Space No: _____ (check all that apply) Deeded: Assigned: Limited Common Element:

2. Price: \$ [REDACTED] ("List Price")

The List Price shall include hot water heater, plumbing and electrical fixtures; washer/dryer, sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in or stand-alone kitchen appliances, equipment, and cabinets; storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades; shelving systems; fireplace screen; planted vegetation; garage door openers and _____ . The following items are specifically excluded: _____

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and continue until one year from the Effective Date. If the parties inadvertently fail to date this Agreement, the Effective Date shall be the date upon which the Agreement is fully executed and delivered. Upon expiration or termination, all obligations of both parties shall cease, except as otherwise provided herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Commissions (as defined below) and Lease Commissions (as defined below), along with all other amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consent via electronic mail of the Owner and the Designated Agent, defined below. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect. Any first side compensation will be paid at a minimum of 2.5% of initial contract price less listing fee. Any first side compensation will be paid at a minimum of 2.5% of initial contract price. Any Commissions due @properties caused by activities of Erik Sachs or Team Sachs will be paid 15% to @properties and 85% owner refund. Erik Sachs will not receive any compensation per this agreement.

4. @properties Commission: In the event @properties produces a buyer who is ready, willing and able to close on the Transfer of Property (defined below) at the List Price or such other price as Owner accepts in a written contract, then Owner shall pay @properties a commission in the amount of ~~XXXXXXX(8%)~~ of the purchase price ("**Sale Commission**") plus \$350 and \$ N/A for additional marketing expense (collectively, "**Additional Fee**"). If this Agreement is cancelled or expires for any reason, Owner shall pay to @properties the Additional Fee upon demand. @properties may elect to collect the Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreement with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first month's rent ("**Rental Commission**") plus \$100 ("**Additional Rental Fee**"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to the first month's rent for each subsequent year, set forth in the lease (the "**Additional Rental Commission**"). In the event the Property is later purchased by such tenant, or an option to purchase is later granted to and exercised by such tenant (or such tenant's immediate family members), then in addition to the Rental Commission, Additional Rental Commission and Additional Rental Fee, Owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Commission and Additional Rental Fee are referred to collectively as the "**Commission**". Any default by a tenant, including failure to pay rent, shall not affect @properties' right to the Commission. Owner agrees that @properties may collect the Commission from the first month's rent check collected by @properties. @properties shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any sale, lease, exchange, installment sale, or any other transfer of legal or beneficial title to all or any part of the Property (each, a "**Transfer of Property**") prior to the expiration or earlier termination of this Agreement (the "**Termination Date**"), regardless of whether the Transfer of Property resulted from the service and/or effort of @properties, Designated Agent, Owner or any other persons or entities; (b) upon the closing of any Transfer of Property within twelve (12) months after the Termination Date (the "**Protection Period**") to any person to whom the Property was submitted prior to the Termination Date; or (c) upon Owner's default on a purchase contract governing a sale of the Property during the Term or Protection Period (a "**Default**"). Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Owner has entered into a valid, bona fide, written listing agreement with another licensed Illinois real estate broker during the Protection Period, then @properties shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property or Default. For Property which is not residential property of four units or less, if the Property is listed with another licensed Illinois real estate broker during the Protection Period, Owner shall be liable for the entire Commission, which shall be shared equally by @properties and the other licensed real estate broker. The date on which a lease, installment sale contract or articles for deed is fully executed and delivered shall be deemed the date of closing of a Transfer of Property. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner, @properties, or the buyer. The actual allocation of the Commission between the brokers will be determined pursuant to a separate agreement between @properties and the other licensed real estate broker. Owner agrees and acknowledges that @properties is not required to and has no

DS
BL
DS
[Signature]

Owner Initial BL



obligation to share or offer cooperating brokers any specific portion or percentage of the Commission and that @properties has the authority to offer cooperating brokers less than 50% of the Commission hereunder. Owner further acknowledges and agrees that in a dispute between the parties over the Commission, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the dispute over the Commission.

5. Designated Agency: The parties agree that Erik Sachs, broker associate(s)/listing agent(s) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent will be primarily responsible for the marketing of the Property but that @properties reserves the right to appoint other licensed real estate brokers in the event Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

6. Potential Dual Agency: The Designated Agent ("Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE'S ADVICE AND THE CLIENT'S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes," initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Yes No (check one)
BC (initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to securing a ready, willing and able purchaser for the Property. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties does not have and disclaims any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein. Owner acknowledges and agrees that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

8. Duties, Responsibilities and Authorization of Owner: Owner warrants that it is the owner of merchantable title to the Property and has the power and authority to enter into this Agreement and sell the Property. During this Agreement, Owner agrees to (a) fully cooperate with @properties and Designated Agent to market and complete the sale of the Property, including showings of the Property; (b) allow @properties to advertise the Property and to place a lock-box on the Property; and (c) conduct all negotiations for the sale of the Property through @properties and refer to @properties all inquiries directed to Owner in respect to the Property. Owner shall be responsible to provide at closing, at Owner's expense, when applicable, title insurance, survey, condominium documents and pay for Owner's legal fees and other customary closing charges. Owner also agrees that: (i) Owner is solely responsible for and must safeguard all personal property at the Property; (ii) @properties has no duty to safeguard personal property at the Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property.

Owner Initial BC



If the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a cooperative apartment, within fifteen (15) days of the date hereof, Owner shall furnish to @properties the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws.

Owner Warrants The Following Information To Be True And Correct:

Permanent Index Number (s) _____
Real estate tax for 2021 _____ is \$New _____
 Homeowner Exemption Senior Citizen Homestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ _____ and includes: (check applicable) heat, hot water, electric, air conditioning, gas and _____
Special assessment \$ _____ Lot size _____ x _____ or _____
Electricity Account Number: _____ Gas Account Number: _____

9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in an escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earnest money deposit its brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of a default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner and the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, at its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the nature of an interpleader. @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold @properties harmless from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.

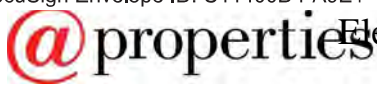
10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance and related title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which estimates Owner's title charges and is incorporated herein.

_____ (initial here)

11. Indemnity: To the extent permitted by law, Owner agrees to indemnify, defend and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Property; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal property caused by third-parties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement shall be limited to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or

Owner Initial  _____



participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.

13. Required Disclosures: Owner acknowledges that he and/or she have been informed of the responsibilities imposed upon owners under the Residential Real Property Disclosure Act, Owner agrees to comply with the requirements of this Act and to not knowingly give any false or inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residential Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within five (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or radon. Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

Owner accepts such forms and disclosures with the express understanding that Owner is solely responsible for their use and that any questions regarding the forms and disclosures shall be addressed to and answered by Owner's legal counsel. Owner understands that the list of forms and disclosures above may not be a complete list of all forms and disclosures required by law and that it is merely a guide. Owner releases @properties and the Indemnified Parties from liability related to any forms and disclosures provided by @properties and agrees to indemnify, defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

14. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is received, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.


15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND/OR ANY APPLICABLE LAWS RELATING TO SAME AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

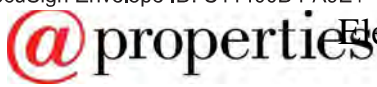
16. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. Once the Property is entered into the MLS the listing will be distributed to multiple real estate websites. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Owner must complete and sign the form provided by MRED, entitled "Seller's Listing Exemption Addendum". To have the Property entered in the Private Listing Network, Owner must complete and sign the form entitled, "Private Network Authorization". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or terminate the MLS listing for the Property does not terminate this Agreement.

_____ (initial here) If not within 48 hours, date to input Property into MLS: _____

17. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for sale" and "open house" signs on the Property, (ii) promoting the Property on @properties' website and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, including, without limitation social media, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the selling price, type of financing, and number of days before the Property was sold to any MLS in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property prior to being placed in the Private Listing Network and/or the MLS. Owner further agrees and acknowledges that all advertising and marketing materials, including photography, for the Property are the exclusive property of @properties and not for use by Owner.

18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. Owner consents to @properties and Designated Agent's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon

Owner Initials:  _____



@properties or Designated Agent's representation or assistance of other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer.

19. Firearms: The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify, defend and hold @properties and the Indemnified Parties harmless from any damages relating to firearms allowed on the Property by Owner.

20. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) except as provided above in Paragraph 3, may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner's signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission to compensate @properties for time, expenses and services rendered in marketing the Property. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

DocuSigned by:
Bob Carr
E1C0039014DD402...
Date: 3/17/2022

Owner Signature: _____
Date: _____

Owner Name(s) (print): Chicago Commons Naperville LLC
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Owner Initials: BC

DocuSigned by:
Eriksachs
6B754F9B0D5944E...
EFTK SaCNS
At World Properties, LLC Designated Agent Signature: _____
Designated Agent Name (print): _____
Designated Agent MLS ID: 105437
Designated Agent Email: eriksachs@atproperties.com

@properties Office: @properties
Managing Broker Signature: *Paul Blawie*
Managing Broker Name (print): _____
Date: 3/12/2022

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC

From: @properties

Property: 908 E. Chicago Ave. City: Naperville State: IL Zip: 60540

Date: 3/17/2022

Thank you for selecting @properties to assist you in your sale or purchase.

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Title, LLC can facilitate the closing of your transaction, and Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties, and @properties has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Title, LLC and Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROPER TITLE, LLC - RANGE ESTIMATED CHARGES (actual costs may vary)

- Title Insurance: \$1,695 to \$3,340
- Endorsement Fees: \$175 per endorsement
- Closing Fees: \$1,450 to \$2,520
- Other Processing Fees: \$100 to \$450 based on the type of closing and applicable fees

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

- Lender Fee: \$1,140
- Application Fee: \$150

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that @properties is referring me/us to Proper Title, LLC and Proper Rate, LLC and may receive a financial or other benefit as the result of this referral but that I/we are under no obligation to use Proper Title, LLC and Proper Rate, LLC.

DocuSigned by:
Bob Carr
E1C0039014DD402...

[signature]

Chicago Commons Naperville LLC
[print name]

[print name]

Owner Initials: BC

Electronic Filing: Received, Clerk's Office 12/28/2022



ANTI-FRAUD WARNING TO CONSUMERS
RELATING TO WIRE TRANSFERS

The purpose of this disclosure is to warn you of a threat of fraud in real estate transactions involving wire transfer fraud.

YOU MAY RECEIVE EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS. THESE EMAILS OCCUR ALL TOO FREQUENTLY AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. SUCH REQUESTS, EVEN WHEN THEY APPEAR LEGITIMATE, MAY BE PART OF A SCHEME TO DEFRAUD YOU.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While @properties has adopted policies and procedures to help avoid fraud, even the best security protections may be breached by authorized parties. Therefore, @properties is providing you with information on what to do if you receive instructions to transfer funds, in order to avoid being defrauded.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SET FORTH BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, even if the communication appears to be from @properties, your real estate agent, or your attorney, do not initiate a transfer unless you have verified the wire instructions. To verify the wiring instructions, call the company using a phone number that you look up yourself, not a phone number contained in the email or in any attachment contained in the email.

Owner Initials  _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
(b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
(d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

DocuSigned by: Bob Carr Date 3/17/2022
Seller
Seller Date
Purchaser Date
Purchaser Date
DocuSigned by: Agent Date 3/17/2022
Agent Date

Property Address: 908 E. Chicago Ave.
City, State, Zip Code: Naperville, IL 60540

EXHIBIT 2

CT DMP AS 1/2

**SPECIAL
WARRANTY DEED**

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
08/03/2022 10:49 AM
RHSP

COUNTY TAX STAMP FEE 637.25
STATE TAX STAMP FEE 1,274.50

DOCUMENT # R2022-073206

This instrument was prepared by:

Eric M. Prechtel
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Mail after recording to:

Patrick J. Kelly
The Kelly Law Firm, P.C.
111 E. Jefferson Avenue, Suite 103
Naperville, Illinois 60540

THIS SPECIAL WARRANTY DEED is made this 7th day of July, 2022, by **CHICAGO COMMONS NAPERVILLE, LLC, an Illinois limited liability company** ("Grantor"), to **Allan Hauptli, a single man**, of the City of Naperville, County of DuPage, State of Illinois ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 7th day of July, 2022.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: Robert Carr
Robert Carr

Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of July, 2022.

Tammy R Day
Notary Public

STATE/COUNTY TRANSFER STAMP



Mail tax bills:
Allan Hauptli
904 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2022
005754-0019 Sharlyce... 07/14/2022 12:20PM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R)
Payment Amount: 3,823.50
CHECK: 5150062826
Transaction Amount: 3,823.50



EXHIBIT A
LEGAL DESCRIPTION

LOT 1-1 IN THE CHICAGO COMMONS RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-074679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 904 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-047 (UNDERLYING)

7
Grantee's
Address

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2022 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012. (affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

**SPECIAL
WARRANTY DEED**

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
09/09/2021 01:23 PM
RHSP
COUNTY TAX STAMP FEE 603.25
STATE TAX STAMP FEE 1,206.50

DOCUMENT # R2021-135244

This instrument was prepared by:

Caitlin Csuk
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

**DOCUMENT SUBMITTED WITH
LOW QUALITY/ILLEGIBLE PORTIONS**

Mail after recording to:

Jodi Maxstadt
912 E. Chicago Ave
Naperville, IL 60540

THIS SPECIAL WARRANTY DEED is made this 21st of June, 2021, by **CHICAGO COMMONS NAPERVILLE, LLC**, an Illinois limited liability company ("Grantor"), to **Jodi L. Maxstadt** as Trustee of the **Jodi L. Maxstadt Declaration of Trust dated March 7, 2018**, of 1541546 N. Orleans, Unit 402, Chicago, IL 60610 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on **Exhibit A** attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on **Exhibit B** attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

CT 21012661WH

Dated this 21st day of June, 2021.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: Robert Carr
Robert Carr

Its: Manager

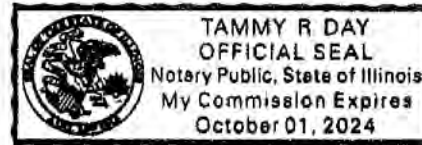
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of June, 2021.

Tammy R Day
Notary Public

STATE/COUNTY TRANSFER STAMP



Mail tax bills:
Jodi Maxstadt
912 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2021
004495-0021 Ruby Ruiz 07/26/2021 02:11PM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 3,619.50
CHECK#: 0549#
Transaction Amount: 3,619.50



EXHIBIT A
LEGAL DESCRIPTION

LOT 3-1 IN CHICAGO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3 AND OUTLOT A IN CHICAGO COMMONS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-74679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 912 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-045 (UNDERLYING)

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2020 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012. (affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

**SPECIAL
WARRANTY DEED**

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
09/17/2021 09:01 AM
RHSP
COUNTY TAX STAMP FEE 662.50
STATE TAX STAMP FEE 1,325.00

DOCUMENT # R2021-139063

This instrument was prepared by:

Caitlin Csuk
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Mail after recording to:

W. Brand Bobosky
34 W. Chicago St B
Naperville, IL
60540

THIS SPECIAL WARRANTY DEED is made this ___ of August, 2021, by **CHICAGO COMMONS
NAPERVILLE, LLC, an Illinois limited liability company** ("Grantor"), to **Rita M. Indresano and Albert J
Indresano,** of 937 Anne Road, Naperville, IL 60540 ("Grantee"). *Thomas*

AT 2101607374

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 10th day of August, 2021.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: *Robert Carr*
Robert Carr

Its: Manager

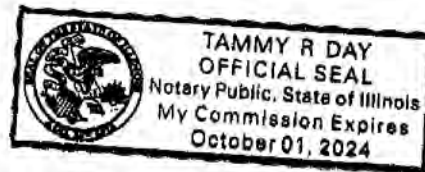
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of August, 2021.

Tammy R Day
Notary Public

STATE/COUNTY TRANSFER STAMP



Mail tax bills:
Rita M. & Albert J. Indresano
916 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2021
004662-0009 Rodrigo ... 08/03/2021 02:15PM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 3,975.00
CHECK: 5150050997
Transaction Amount: 3,975.00



EXHIBIT A

LEGAL DESCRIPTION

LOT 3-2 IN CHICAGO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3 AND OUTLOT A IN CHICAGO COMMONS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-74679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 916 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-⁰⁵²~~045~~ (UNDERLYING)

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2020 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012.
(affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

**SPECIAL
WARRANTY DEED**

22009315 WH
CT Dwp 45 1/2

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
10/14/2022 08:14 AM
RHSP
COUNTY TAX STAMP FEE 725.00
STATE TAX STAMP FEE 1,450.00

DOCUMENT # R2022-093509

This instrument was prepared by:

Eric M. Prechtel
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Mail after recording to:

Robert Di Silvestro
5231 N. Harlem Avenue
Chicago, Illinois 60656

THIS SPECIAL WARRANTY DEED is made this 4th day of October, 2022, by **CHICAGO COMMONS NAPERVILLE, LLC, an Illinois limited liability company** ("Grantor"), to **Ravi Shankar Singh and Jaya Prabha Singh, husband and wife as tenants by the entirety**, of the City of Naperville, County of DuPage, State of Illinois ("Grantee"). - *Grantees Address: 920 E. Chicago Ave. Naperville, IL 60540*

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 4th day of October, 2022.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: Robert Carr
Robert Carr

Its: Manager

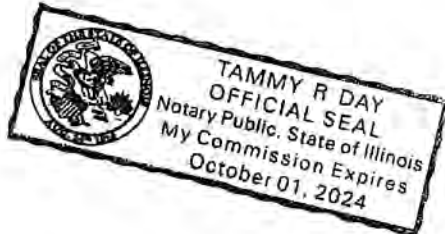
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 2022.

Tammy R Day
Notary Public

STATE/COUNTY TRANSFER STAMP



Mail tax bills:
Ravi Shankar Singh and Jaya Prabha Singh
920 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDV - 2022
006117-0010 Ruby Ruiz 10/10/2022 04:17PM
REAL ESTATE TRANSFER TAX - DUPAGE/VACANT
Payment Amount: 4,350.00
CHECK: 5150066392
Transaction Amount: 4,350.00



EXHIBIT A

LEGAL DESCRIPTION

LOT 3-3 IN THE CHICAGO COMMONS RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-074679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 920 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-053

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2022 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012.
(affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

**SPECIAL
WARRANTY DEED**

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
10/21/2022 01:47 PM
RHSP
COUNTY TAX STAMP FEE 750.00
STATE TAX STAMP FEE 1,500.00

This instrument was prepared by:

Eric M. Prechtel
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

DOCUMENT # R2022-095791

Mail after recording to:

Anthony Apa, Jr. & Lisa Apa
924 E Chicago Ave.
Naperville, IL 60540

THIS SPECIAL WARRANTY DEED is made this 4th day of October, 2022, by **CHICAGO COMMONS NAPERVILLE, LLC, an Illinois limited liability company** ("Grantor"), to **Anthony Apa, Jr., as Trustee of the Anthony Apa Jr. Revocable Trust dated April 16, 2020, and Lisa Maitland Apa, as Trustee of the Lisa Maitland Apa Revocable Trust dated April 16, 2020, husband and wife as tenants by the entirety, of 2150 McDonald Dr. Hinsdale, IL 60523** ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

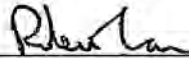
And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

CT 22009339W14

Dated this 4th day of October 2022.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

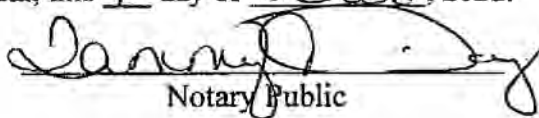
By: 
Robert Carr

Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 2022.


Notary Public

STATE/COUNTY TRANSFER STAMP

Mail tax bills:
Anthony Apa, Jr. & Lisa Apa
924 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2022
006118-0001 Sharlyce... 10/10/2022 11:21AM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 4,500.00
CHECK: 5150066386
Transaction Amount: 4,500.00



EXHIBIT A
LEGAL DESCRIPTION

LOT 3-4 IN THE CHICAGO COMMONS RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-074679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 924 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-054

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2022 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012. (affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
09/14/2021 01:58 PM
RHSP
COUNTY TAX STAMP FEE 660.00
STATE TAX STAMP FEE 1,320.00

SPECIAL
WARRANTY DEED

DOCUMENT # R2021-137352

This instrument was prepared by:

Caitlin Csuk
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Mail after recording to:

Mark Metzger
1807 W. Dick (RD) #101
Naperville, IL 60540

THIS SPECIAL WARRANTY DEED is made this 19 of August, 2021, by CHICAGO COMMONS NAPERVILLE, LLC, an Illinois limited liability company ("Grantor"), to Tim Whall and Barbara Whall, of 22803 Marina Dr., Plainfield, IL 60585, as tenants by the entirety ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 19th day of August, 2021.

ST 210109 & DWL

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: Robert Carr
Robert Carr

Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of August, 2021.

[Signature]
Notary Public

STATE/COUNTY TRANSFER STAMP

Mail tax bills:
Tim Whall and Barbara Whall
928 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2021
004657-0002 Colette ... 09/02/2021 11:47AM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 3,960.00
CHECK: 5150050206
Transaction Amount: 3,960.00



EXHIBIT A

LEGAL DESCRIPTION

LOT 3-5 IN CHICAGO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3 AND OUTLOT A IN CHICAGO COMMONS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-74679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 928 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-045 (UNDERLYING)

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2020 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012.
(affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
- 11) Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

**SPECIAL
WARRANTY DEED**

CT 22005551W4
113

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
07/08/2022 08:34 AM
RHSP
COUNTY TAX STAMP FEE 600.00
STATE TAX STAMP FEE 1,200.00

This instrument was prepared by:

Eric M. Prechtel
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

DOCUMENT # R2022-064845

Mail after recording to:

Jill Beda Daniels
29 S. Brainard Ave.
LaGrange, IL 60525

THIS SPECIAL WARRANTY DEED is made this 21st of June, 2022, by **CHICAGO COMMONS NAPERVILLE, LLC, an Illinois limited liability company** ("Grantor"), to **Stephen A. Landry and Julia M. Landry, husband and wife, as tenants by the entirety of** ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 21st day of June, 2022.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: *Robert Carr*
Robert Carr

Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of June, 2022.

Janet L. Day
Notary Public

STATE/COUNTY TRANSFER STAMP

Mail tax bills: **grantee address**
Stephen & Julia Landry
932 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2022
005699-0003 Colette ... 06/29/2022 11:34AM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 3,600.00
TC CC FSD: *****9172
Transaction Amount: 3,600.00



EXHIBIT A

LEGAL DESCRIPTION

LOT 2-1 IN CHICAGO COMMONS RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-74679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 932 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-050 (UNDERLYING)

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2021 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
- 7) Rights of the public, the State of Illinois and the municipality in and to that part of the Land falling within Chicago Avenue (Maple Avenue) running along the Northerly line of the land.
- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012.
(affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
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- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

22006218WH
CT DWP AS 1/2

**SPECIAL
WARRANTY DEED**

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
09/12/2022 01:16 PM
RHSP
COUNTY TAX STAMP FEE 633.75
STATE TAX STAMP FEE 1,267.50

This instrument was prepared by:

DOCUMENT # R2022-084228

Eric M. Prechtel
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Mail after recording to:

Michael H. Wasserman
105 W. Madison Street, Suite 401
Chicago, Illinois 60602

SHOBHIT
JAIN

THIS SPECIAL WARRANTY DEED is made this 18 day of August, 2022, by **CHICAGO COMMONS NAPERVILLE, LLC**, an Illinois limited liability company ("Grantor"), to ~~Shobhit Jain and Supna Jain, husband and wife~~ ^{joint} ~~tenants by the entirety~~, of the City of Naperville, County of DuPage, State of Illinois ("Grantee").
joint tenants by the

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, their successors and assigns, FOREVER, all the land, situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest and claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantees, their heirs/successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantees, their heirs/successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend the Premises for the period that Grantor owned title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

Dated this 18 day of August, 2022.

Chicago Commons Naperville, LLC,
an Illinois limited liability company

By: Robert Carr
Robert Carr

Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert Carr, personally known to me to be the Manager of Chicago Commons Naperville, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of August, 2022.

[Signature]
Notary Public

STATE/COUNTY TRANSFER STAMP

Mail tax bills:
Shobit & Supna Jain
936 E Chicago Ave.
Naperville, IL 60540

City of Naperville, IL
Miscellaneous - RETXDR - 2022
005930-0002 Sharlyce... 08/23/2022 05:10PM
REAL ESTATE TRANSFER TAX - DUPAGE/RES (R
Payment Amount: 3,802.50
CHECK: 5150064597
Transaction Amount: 3,802.50



EXHIBIT A

LEGAL DESCRIPTION

LOT 2-2 IN THE CHICAGO COMMONS RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2021 AS DOCUMENT NUMBER R2021-074679, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 936 E CHICAGO AVE., NAPERVILLE, IL 60540

PERMANENT INDEX NUMBER: 08-18-417-050 (UNDERLYING)

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

- 1) General taxes for tax year 2022 not yet due and subsequent years.
- 2) Special taxes or assessments for improvements not yet complete.
- 3) Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on May 12, 2021 as recording no. R2021-074680.
- 4) Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008786, and the terms and conditions contained therein.
- 5) Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number R2019-008787, and the terms and conditions contained therein.
- 6) Terms and conditions contained in Ordinance recorded February 21, 2019 as Document Number R2019-012292 approving a preliminary plat of Subdivision.
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- 8) Drainage ditch along the West line of Lot 5 as shown on Rife's Assessment Plat, aforesaid and as contained in grant of easement recorded July 24, 2009 as Document Number R2009-115012. (affects underlying)
- 9) Permanent Grading and Drainage Easement as disclosed by document no. R2009-115012 recorded July 24, 2009 and depicted on plat of survey no. 1808 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018. (affects underlying)
- 10) Sanitary sewer service, watermain, and water service lines as disclosed by plat of survey no. 18098 prepared by Phillip D. Young and Associates, Inc. dated May 15, 2018.
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- 12) Rights of public and quasi-public utilities in the land disclosed by overhead wires in the easterly part of the land and the southerly part of the land on a survey made by Phillip D Young and Associates, Inc., dated May 5, 2018, job no. 18098.

EXHIBIT 3



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	00389722
Entity Name	AT WORLD PROPERTIES, LLC
Status	ACTIVE

Entity Information

Principal Office
806 NORTH PEORIA
CHICAGO, IL 60642

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Friday, 17 March 2000

Jurisdiction
IL

Duration

Agent Information

Name

BURKELAW AGENTS, INC.

Address

330 NORTH WABASH AVE. 22ND FL
CHICAGO , IL 60611

Change Date

Friday, 19 March 2010

Annual Report

For Year

2022

Filing Date

Monday, 21 February 2022

Managers

Name

Address

GOLDEN, MICHAEL P.
806 N PEORIA ST.
CHICAGO, IL 606420000

Name

Address

WONG, THADDEUS
806 N. PEORIA ST.
CHICAGO, IL 606420000

Assumed Name

ACTIVE

@PROPERTIES | CHRISTIE'S INTERNATIONAL REAL ESTATE

ACTIVE

@COMMERCIAL

ACTIVE

@PROPERTIES COMMERCIAL

ACTIVE
@PROPERTIES

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)