### 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

 $<sup>^1</sup>$  @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. <u>COMPLAINANT FAILED TO PROPERLY SERVE @PROPERTIES.</u>

- 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, Complaint 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 <a href="Exhibit 3">Exhibit 3</a>.] @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 III. 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 III. 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 <u>assumes</u> "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 III. 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,  $\P$  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; <u>Ex. 2</u> to <u>Ex.</u> 2.] The deeds are executed by Chicago Commons Naperville, LLC's manager, Robert Carr. [*Id.*, ¶ 12; <u>Ex. 2</u> to <u>Ex. 2</u>.] @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

Aaron H. Stanton (astanton@burkelaw.com)

Marissa N. Pinto (mpinto@burkelaw.com)

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

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Chicago, Illinois 60611

(312) 840-7000

Firm ID: 41704

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# **EXHIBIT 1**

# Search by Case Electronic Filing: Received, Clerk's Office 12/28/2022

• Anyone, 6 months of age and older, is eligible to receive the COVID-19 vaccine. Find your nearest vaccination location at vaccines.gov (https://www.vaccines.gov/)
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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 standard following the "Clerk's Office And COOL" pull down screen below or the link below.
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• We Moved! As of June 1, 2022, the Board's Chicago office address is 60 E. Van Buren St., Ste. 630, Chicago, IL 60605 Click this link for current information on meeting locations and access: Title 2 Administrative Rules (https://pcb.illinois.gov/documents/dsweb/Get/Document-14026/)
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PCB 2023-077 (/Cases/GetCaseDetailsById? caseId=17308)	Enforcement	Water	Paul Christian Pratapas v. DeJames Builders, and City of Naperville: Mayor Steve Chirico	DuPage
PCB 2023-076 (/Cases/GetCaseDetailsById? caseId=17307)	Enforcement	Water	Paul Christian Pratapas v. Wille Brothers Company and DuPage County Sheriff	DuPage
PCB 2023-075 (/Cases/GetCaseDetailsByld? caseId=17306)	Enforcement	Water	Paul Christian Pratapas v. Willow Run by M/I Homes	Statewide
PCB 2023-074 (/Cases/GetCaseDetailsByld? caseId=17305)	Enforcement	Water	Paul Christian Pratapas v. Sawgrass by Pulte Homes	Will
PCB 2023-073 (/Cases/GetCaseDetailsByld? caseId=17304)	Enforcement	Water	Paul Christian Pratapas v. Cadillac of Naperville, and Joseph Nicolas Construction	DuPage
PCB 2023-072 (/Cases/GetCaseDetailsByld? caseId=17303)	Enforcement	Water	Paul Christian Pratapas v. First Class Outdoor Services	DuPage
PCB 2023-071 (/Cases/GetCaseDetailsByld? caseId=17301)	Enforcement	Water	Paul Christian Pratapas v. Woodridge Police Department	DuPage
PCB 2023-069 (/Cases/GetCaseDetailsByld? caseId=17299)	Enforcement	Water	Paul Christian Pratapas v. Everclean Car Wash and Woodridge Police Department	DuPage
PCB 2023-067 (/Cases/GetCaseDetailsByld? caseId=17297)	Enforcement	Water	Paul Christian Pratapas v. Lakewest Custom Homes and Rathbun Cservenyak & Kozol LLC	DuPage
PCB 2023-064 (/Cases/GetCaseDetailsByld? caseId=17294)	Enforcement	Water	Paul Christian Pratapas v. Arden of Warrenville	DuPage

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Case Number	Case Type	Media	Case Name	County
PCB 2023-063 (/Cases/GetCaseDetailsById? caseId=17293)	Enforcement	Water	Paul Christian Pratapas v. Trillium Farm by Pulte Homes	DuPage
PCB 2023-062 (/Cases/GetCaseDetailsById? caseId=17292)	Enforcement	Water	Paul Christian Pratapas v. Charleston Building and Development and Ozinga Concrete Yard #281	DuPage
PCB 2023-060 (/Cases/GetCaseDetailsByld? caseId=17271)	Enforcement	Water	Paul Christian Pratapas v. Lexington Trace by Lexington Homes	DuPage
PCB 2023-059 (/Cases/GetCaseDetailsByld? caseId=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? caseId=17269)	Enforcement	Water	Paul Christian Pratapas v. Lincoln Valley by Dr Horton and Earthworks Environmental	Kane
PCB 2023-057 (/Cases/GetCaseDetailsById? caseId=17268)	Enforcement	Water	Paul Christian Pratapas v. Chelsea Manor by M/I Homes	DuPage
PCB 2023-055 (/Cases/GetCaseDetailsByld? caseId=17266)	Enforcement	Water	Paul Christian Pratapas v. Naper Commons by Pulte Homes	DuPage
PCB 2023-054 (/Cases/GetCaseDetailsById? caseId=17265)	Enforcement	Water	Paul Christian Pratapas v. Wagner Farms by Pulte Homes	Will
PCB 2023-049 (/Cases/GetCaseDetailsById? caseId=17259)	Enforcement	<b>Wate</b> r	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/GetCaseDetailsByld/ caseId=17213)	? Enforcement	Water	Paul Christian Pratapas v. Horizon Develop Build Manage	Will
PCB 2023-013 (/Cases/GetCaseDetailsById/ caseId=17207)	? Enforcement	Water	Paul Christian Pratapas v. Lisle Township Road District	DuPage
PCB 2022-069 (/Cases/GetCaseDetailsById° caseId=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/ caseId=17128)	Permit Appeal	Water	Illinois Power Resources Generating, LLC. v. Illinois Environmental Protection Agency	Fulton
PCB 2020-047 (/Cases/GetCaseDetailsById/ caseId=16833)	Permit Appeal	Water	IMTT Illinois, LLC v. IEPA	Cook
PCB 2019-093 /Cases/GetCaseDetailsById caseId=16734)	? Enforcement	Water	Prairie Rivers Network v. Dynegy Midwest Generation, LLC	Vermilion
PCB 2018-011 (/Cases/GetCaseDetailsById′ caseId=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 caseId=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 caseId=15196)	Time-Limited Water Quality Standards	Water	Midwest Generation, LLC v. IEPA (Consolidated with PCB 16-24)	Will

Case Number	Case Type	Media	Case Name	County
PCB 2013-072 (/Cases/GetCaseDetailsByld/ caseId=14644)	? Enforcement	* Water	People of the State of Illinois v. Petco Petroleum Corporation, an Indiana corporation	Fayette
PCB 2013-016 (/Cases/GetCaseDetailsByld <sup>a</sup> caseId=14513)	? Enforcement	Water	People of the State of Illinois v. Alpena Vision Resources, LLC, a Michigan limited liability company	Douglas
PCB 2013-015Exh (/Cases/GetCaseDetailsByld* caseId=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/GetCaseDetailsByld′ caseId=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/GetCaseDetailsByld′ caseld=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' caseId=14361)	?	Water	Exelon Generation Company, L.L.C. v. IEPA	LaSalle

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(https://www.illinois.gov/gov)

■State Agencies (http://www.illinois.gov/SitePages/Agencies.aspx)

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Phone: (217) 524-8500 🖨 Fax: (217) 524-8508

# **EXHIBIT 2**

### BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PAUL CHRISTIAN PRATAPAS,	)
Complainant,	) ) PCB 2023-067
v.	)
LAKEWEST 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.

- 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.,  $\P$  2.] This alleged pollution, according to Complainant, purportedly came from new "luxury townhomes" [id.,  $\P$  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.

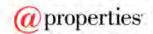
Date: December<sup>23rd</sup>, 2022

Signature:

FRIK SAFORDS

3

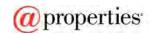
# EXHIBIT 1



# 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 SALE	S MARKETING AGREEMENT ('	'Agreement") is effe	ctive as of the date it is f	fully executed (the "Effective Date") by
and between At World Proj Chicago Commons Nape		ristie's International	,	es"), a licensed real estate broker, and of real property ("Property") described
below. For the consideratio	n described herein, the receipt and su	fficiency of which is	_ `	Owner grants @properties the exclusive
	Property. The parties agree that the fo	•		
right to sen and market the i	Toperty. The parties agree that the fo	nowing terms and co	mattons will govern the	sale and marketing of the Property.
1. Property:				
Address: 904 E CHICAGO	) Avenue		Uı	nit No:
		60540		
City:	, State:	Zip:	County:	
Parking Space No:	_(check all that apply) Deeded:	Assigned:l	Limited Common Elemen	it:Indoor:Outdoor:
Storage Space No:	_ (check all that apply) Deeded:	Assigned:I	Limited Common Elemen	t:
2. Price: \$	("List Price")			
The List Price shall include	hot water heater, plumbing and elect	trical fixtures; washe	er/dryer, sump pumps; ce	ntral heating and cooling; humidifying
and filtering equipment; fix	ed carpeting; built-in or stand-alone	kitchen appliances,	equipment, and cabinets;	storm and screen windows and doors;
attached shutters, window t	reatment hardware, blinds and shade	es; shelving systems	fireplace screen; planted	d vegetation; garage door openers and
				. The following items are specifically
				. The following items are specifically
Asygnetineheigewith Restriction in the Benefician in the List Price or supportion in the last agreement with months' rent ("Rental Commission"). In the last Commission in the Rental Commission in the Rental Commission and Adshall not affect @properties collected by @properties. @installment sale, or any other	entain two compelled the roll of a compelled to the roll of a compelled or expires for a compelled or expires a compelled or expires for a compelled or expires the compelled or expires a compelled or expires a compelled or expires a compelled or expired to cold or report of legal or beneficial title to the compelled or the c	date of a thou day to be a thou a tho	sachs or Team Sachs or Gor additional er shall pay to @properties a reat the term of a lease is for for each subsequent year an option to purchase is mmission, Additional Rerule Commission, Additional Rerule Commission, Additional mission. Any default be smay collect the Committis Agreement (a) upon the Property (each, a "Trans")	sechs will be paid 15% to see or the parsfer of Praper edictived operties a commission in the amount of all marketing expenses (collectively, ties the Additional Fee upon demand. I hereunder. In the event Owner enters ental commission equivalent to the first of more than one year, @properties shall to the the set forth in the lease (the "Additional later granted to and exercised by such that Commission and Additional Rental all Fee, Rental Commission, Additional y a tenant, including failure to pay rent, ssion from the first month's rent check the closing of any sale, lease, exchange, there of Property") prior to the expiration
of @properties, Designated after the Termination Date Owner's default on a purch foregoing, if (i) the Property bona fide, written listing agr to any Commission pursuan less, if the Property is listed	Agent, Owner or any other persons of the " <u>Protection Period</u> ") to any persons as a contract governing a sale of the ris residential property of four units of the ement with another licensed Illinois to this Agreement on any Transfer of the with another licensed Illinois read with another licensed Illinois read	r entities; (b) upon the on to whom the Pro Property during the or less, (ii) the Termi real estate broker du of Property or Defau al estate broker duri	ne closing of any Transfer perty was shown to prior to Term or Protection Peri- ination Date has passed, a pring the Protection Period lt. For Property which is a ng the Protection Period	y resulted from the service and/or effort of Property within twelve (12) months in to the Termination Date; or (c) upon tod (a "Default"). Notwithstanding the und (iii) Owner has entered into a valid, if, then @properties shall not be entitled not residential property of four units or it, Owner shall be liable for the entire which a lease, installment sale contract

Owner Initials **B** \_\_\_\_\_ Page 1 of 7 05012022



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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 @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.

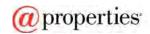
	BL	(* · · · · · · · · · · · · · · · · · · ·
Yes X No (check one)	00	(initial here, if yes)

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 Initia's BC Page 2 of 7 05012022

Owner Warrants The Following Information To Be True And Corrects



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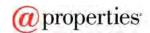
Property; and (iii) Owner waives and holds @properties harmless for any and all claims relating to personal property at the Property is income or commercial property, Owner shall provide @properties with accurate copies of all leases, income and expense statements, a rent roll, existing environmental 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.

Permanent Index Number (s)		
Real estate tax for 2021		is \$ NEW
_	enior Citizen Homestead Exemp	otion (check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ gas and		applicable) heat, hot water, electric, air conditioning,
Special assessment \$	Lot sizex	or
Electricity Account Number:		Gas Account Number:
account maintained in accordance with commission, cooperating brokerage com is consummated. It is expressly understorable shall not be required to act to disburse essuch instructions, in the event of a disput deposit the earnest money, less costs, with reimbursed from the earnest money for fees/costs incurred in connection with the and demands, including the payment of a 10. Title Insurance Services: By initial	the existing law. At the closing amissions and other expenses or od that @properties shall not be scrowed funds until @properties ute with respect to the intended that the clerk of the Circuit Court all costs, including reasonable ae earnest money and Owner shareasonable attorney's fees with ling below, Owner or his/her at Proper Title is an affiliate of @	arnest money from potential purchasers to be held by @properties in an escrow g, @properties may withdraw from such earnest money deposit its brokerage fees paid on behalf of, or at the direction of Owner, in the event the transaction liable for acts in good faith as escrowee. In the event of a default, @properties is has received joint written instructions from Owner and the purchaser. Absent disposition of funds in escrow, then @properties may, at its sole discretion, by the filing of an action in the nature of an interpleader. @properties may be attorneys' fees, related to the filing of the interpleader and/or for any legal all indemnify defend, and hold @properties harmless from any and all claims respect to the escrow.  torney of choice shall have the option to order title insurance and related title properties, as detailed in the Affiliated Business Disclosure Statement, which
(initial here)		
members   shareholders, directors, officer and reasonable legal fees arising from (a) (b) any misrepresentation by Owner to between any third party and @propertie any earnest money deposit held by @recommendations set forth in our anti-fra by Owner   Owner agrees to safeguard a warrants that it has personal property ins be liable for any personal injury, death, without limitation, individuals or compathe foregoing. Except for @properties' of breach of this Agreement or negligence compensation actually received and/or the or earlier termination of this Agreement.	rs affiliates and successors (the failure by Owner to disclose an @properties or a purchaser; (ces arising out of performance of aproperties, and personal injuritud warning to consumers relating and/or remove any valuable personal propertical damage to the Property, or damage to the Property, or damage that provide home staging or any of the Indemnified Parties in its or their performance of hat would have been received by	nify  defend and hold @properties, its licensees, agents, employees, managers, "Indemnified Parties") harmless from all claims, disputes, litigation, expenses y facts, damage or material defects, latent or otherwise, relating to the Property; any dispute between Owner and purchaser or any third party, or a dispute this Agreement, including without limitation disputes as to the disposition of es or death sustained by visitors to the Property; (d) failure to follow the g to wire transfers attached to this Agreement; or (e) a breach of this Agreement rsonal property in the Property (e.g., jewelry or artwork) and represents and y. Owner further agrees that @properties and the Indemnified Parties shall not age to or theft of Owner's personal property caused by third-parties, including services. If the Property is leased, Owner agrees to advise Owner's tenant of a willful misconduct, @properties' and the Indemnified Parties liability for any f its or their duties under this Agreement shall be limited to the amount of y @properties under this Agreement. This Section 11 shall survive expiration
12. Dispute Resolution: For purposes o	f reducing the cost to each party	y of dispute resolution, the parties agree that any dispute, controversy or claim

Owner Initia

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



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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 pationally 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.

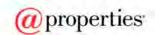
15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, 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.

the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement is 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 of

@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

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At World Properties, LLC d/b/a

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.

	@properties   Christie's International Real Estate
Owner Signature: Bob Carr 7/6/2022—E100039014DD402 Date: Owner Signature:	Designated Agent Name (print):
Owner Signature:	Designated Agent Email: eriksachs@atproperties.com
Date:	- Designated regent Linux
Owner Name(s) (print): Chicago Commons Naperville LLC  Address:  City: State: Zip:  Phone:  Email:	Date: 7/11/2022
	Attorney Name:
Owner Name(s) (print):	
Address:	
City: State: Zip:	- City: State: Zip:
Phone:	
Email:	





# 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

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC				
From: @properties   Christic's International Real Estate 904 E CHICAGO Avenue Property:	NAPERVILLE City:	IL State:	60540 Zip:	
Date:				
Thank you for selecting @properties   Christie's Internation	nal Real Estate ("@properties"	) to assist you i	n your sale or purchase.	
This is to give you notice that @properties has a business a services for real estate transactions. We have established and Proper Rate, LLC can facilitate origination of your and @properties has a 49.9% ownership interest in Prope provide @properties a financial or other benefit.	this relationship so that Proporting Proportion 1.	er Title, LLC er Title, <b>L</b> LC is	can facilitate the closing s a wholly owned subside	g of your transaction liary of @properties
Set forth below is the estimated charge or range of charge available for Proper Rate, LLC financing products change condition for your purchase or sale. THERE ARE FREQUISERVICES. YOU ARE FREE TO SHOP AROUND TO RATE FOR THESE SERVICES.	on a daily basis. You are NOT ENTLY OTHER SETTLEME	required to us NT SERVICE I	e Proper Title, LLC or P PROVIDERS AVAILAB	roper Rate, LLC as BLE WITH SIMILAI
PROPER TITLE, LLC - RANGE ESTIMATED CHARGI	ES (actual costs may vary)			
<u>Title Insurance:</u> \$1,850 to \$3,475 <u>Endorsement Fees:</u> \$175 per endorsement <u>Closing Fees:</u> \$1,625 to \$2,475 <u>Other Processing Fees:</u> \$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 DISCLOSURI	Ξ.			
I/we have read this disclosure form and understand that @ financial or other benefit as the result of this referral but the				
DocuSigned by:				
Bob Carr				
Eicossantabaa	[signature]			
Chicago Commons Naperville LLC				
[print name]	[print name]			



Page 6 of 7 05012022



### 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.



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# 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 nor-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 ir, 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)

DS (a)	Elevated radon concentrations (above EPA are known to be present within the dwelling	or IEMA recommended Radon Action Level) (Explain).
(b)	Seller has provided the purchaser with the elevated radon concentrations within the dw	most current records and reports pertaining to relling.
BC (c)	Seller either has no knowledge of elevated elevated radon concentrations have been m	radon concentrations in the dwelling or prior itigated or remediated.
$\mathcal{B}(d)$	Seller has no records or reports pertaining dwelling.	to elevated radon concentrations within the
Purchaser's	Acknowledgment (initial each of the follow	ng which applies)
(e)	Purchaser has received copies of all inform	ation listed above.
(f)	Purchaser has received the IEMA approved	Radon Disclosure Pamphlet.
Agent's Ack	nowledgement (initial IF APPLICABLE)	
(g)	Agent has informed the seller of the seller's	obligations under Illinois law.
Certification	of Accuracy	
The following her knowledge	g parties have reviewed the information above	and each party certifies, to the best of his or is true and accurate.
Seller Bolo	Carr Da	te 7/6/2022
	0039014DD402	te
Purchaser _	Da	te
Purchaser	Da	te
Agent Mil	Hul Da	te 7/11/2022
	54F9B0D5944E	te
Prop	perty Address: 904 E CHICAGO Avenue	
	, State, Zip Code: Naperville, Il 60540	
City,	, State, Zip Code.	

# Where the test should be conducted

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

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

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

# DO NOT MEASURE:

- room (because fan systems and humidity may in the kitchen, laundry room and bathaffect 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;
- objects horizontally and directly above the at least four inches away from other 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

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

# After a radon reduction system is installed

ensure that the reduction system is effective. Perform an independent short-term test to 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
- 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



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

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





# Radon Testing Guidelines

For Real Estate Transactions

Example 1

B ecause of the unique nature of real estate innocial interests, the U.S. Environmental innoception Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management adapted these protocols to conform with its radon regulations. These options are listed in a simplified form in the table below.

Recommendations for Real Estate Transactions

Real Estate Transactions

IEMA strongly recommends ALL homebuyers of the strongly recommend

elevated levels are found. It is not in the best of interest of the buyer or seller to rely on a radon measurement performed by anyone other than Elevated radon concentrations can easily be 55 reduced by a qualified, licensed radon mitigated 5 licensed measurement professional or technicians have an indoor radon test performed prior to purchase or taking occupancy, and mitigated i elevated levels are found. It is not in the best Elevated radon concentrations can easily be

# Real Estate Transactions Test Options for

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

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

# When do you average radon test results? The only time radon test results can be aver-

from different areas, such as simultaneously. Test results aged is when two test results are placed

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

田

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

If your tests don't agree, contact the IEMA-Division of **Nuclear Safety** 

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. If your simultaneous tests are not in

# Real Estate Radon Measurements Safety Recommendations for **IEMA-Division of Nuclear**

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Safety Radon Program if you are uncertain Contact the IEMA-Division of Nuclear about anything regarding radon testing.

www.radon.illinois.gov

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

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

# Disclosure of Radon Information

that a seller of a home disclose information if Illinois Real Property Disclosure Act require lending institutions, as well as home buyers, aware of unsafe concentrations of radon in The Illinois Radon Awareness Act and the However, many relocation companies and testing or remediation work be conducted. he home. The acts do not require that

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 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 short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test, especially for tests less than the short term test.

- the test. For tests lasting less than one week, heating or cooling systems normally during only operate air conditioning units that one week in duration. Operate home recirculate interior air.

ees are required to post Radon Measurement Note that professional measurement licensin Progress Notifications at every building

**Certificate Of Completion** 

Envelope Id: 6D8E8C17109C4C5DAB3085AC415C8F94

Subject: Review & Approve Listing Agreement for 904 E CHICAGO Avenue

Source Envelope:

Document Pages: 10 Signatures: 6

Certificate Pages: 5 Initials: 13

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

7/6/2022 7:37:50 PM

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Status: Completed

Erik Sachs 212 E. Ohio

Chicago, IL 60611

eriksachs@atproperties.com

IP Address: 34.204.123.166

Record Tracking

Status: Original Holder: Erik Sachs

eriksachs@atproperties.com

Using IP Address: 73.73.109.231

Location: DocuSign

Signer Events

Erik Sachs Completed

@properties Corp

eriksachs@atproperties.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**Bob Carr** bobcarr1111@gmail.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/6/2022 10:44:13 PM

ID: 524a46d7-ff0e-45db-88ac-62581d48201d

Erik Sachs

eriksachs@atproperties.com

@properties Corp

Security Level: Email, Account Authentication

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**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

MLS Coordinator

docusign@atproperties.com

@properties

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 9/27/2021 5:02:04 PM

ID: 596e29df-7d49-47b1-b9d1-effad1768d0e

**Timestamp** 

Sent: 7/6/2022 7:44:57 PM Viewed: 7/6/2022 7:45:30 PM

Signed: 7/6/2022 7:45:51 PM

Sent: 7/6/2022 7:45:54 PM

Viewed: 7/6/2022 10:44:13 PM Signed: 7/6/2022 10:45:44 PM

Signature Adoption: Pre-selected Style Using IP Address: 73.247.210.243

Signed using mobile

( erstelle

6B754F9B0D5944E

DocuSigned by:

Bob Carr

Signature

Sent: 7/6/2022 10:45:48 PM Viewed: 7/11/2022 9:40:50 AM

Signed: 7/11/2022 9:40:59 AM

Signature Adoption: Drawn on Device Using IP Address: 73.73.109.231

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

In Person Signer Events

Signature

**Timestamp** 

In Person Signer Events

In Person Signing Host: MLS

docusign@atproperties.com

In Person Signer: Paul Blackburn

Security Level: In Person

Signature

Paul Blackburn 91354D38D3CC403

Signature Adoption: Pre-selected Style Using IP Address: 38.124.68.148

Timestamp

Sent: 7/11/2022 10:11:06 AM Viewed: 7/11/2022 10:12:33 AM Signed: 7/11/2022 10:12:40 AM

### **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
Notary Events  Envelope Summary Events	Signature Status	Timestamps
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Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 7/6/2022 7:44:57 PM
Envelope Summary Events Envelope Sent Certified Delivered	Status Hashed/Encrypted Security Checked	Timestamps 7/6/2022 7:44:57 PM 7/11/2022 10:12:33 AM
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete	Status Hashed/Encrypted Security Checked Security Checked	Timestamps 7/6/2022 7:44:57 PM 7/11/2022 10:12:33 AM 7/11/2022 10:12:40 AM

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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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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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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); Safariâ,,¢
	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
	-

<sup>\*\*</sup> 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 â€⁻I agree' button below.

By checking the â€<sup>T</sup>I agreeâ€<sup>TM</sup> box, I confirm that:

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- 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: Indoor: Outdoor:	
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:eighteen months	
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; 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 othe amounts due @properties hereunder. Owner and @properties acknowledge and agree that the Term of this Agreement may be extended by consenvia 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 ascepts 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 \$ NIA for the purchase price ("Sale Commission") plus \$350 and \$ NIA for the purchase price ("Sale Commission") plus \$350 and \$ NIA for the purchase price ("Sale Commission") plus \$100 ("Additional Fee from Owner prior to performance of the services required hereunder. In the event Owner enters into a lease agreemen with a tenant during the term of this Agreement, Owner agrees to pay @properties a rental commission equivalent to the first months' rent ("Renta 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 Fee" and the event owner shall pay @properties the Sale Commission and Additional Rental Fee and the Rental Commission, Additional Rental Fee owner shall pay @properties the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission, Additional Rental Fee are referred to collectively as the "Commission". Any default by tenant, including failure to pay rent shall not affect @properties in ght to the Commission owner agrees that @properties may collect 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 report to the expiration or earlier termination Date ("Property is residential property of four units or less, (if) t	ill be

5. Designated Agency: The parties agree that @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 buver 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 Page 2 of 7

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.

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 conditionin gas and
Special assessment \$ Lot size 167 x 212 or
Electricity Account Number: Gas Account Number:
P. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held by @properties in escrow account maintained in accordance with the existing law. @properties may withdraw from such earnest money deposit its brokera commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the event of transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrowee. In the event of default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instructions from Owner at the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, then @properties may, its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filling of an action in the nature of an interpleade and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify and hold @properties harmless from an 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 to 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, manager members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses are reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Propert (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 mond deposit held by @properties; or (d) a breach of this Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal proper in the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Owner furth agrees that @properties and the Indemnified Parties shall not be liable for any damage to the Property or Owner's personal property caused by thir parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Owner agrees to advi 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 Sacrovice 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 claimarising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrate 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 furisdiction. 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 brough 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 right 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 inaccurate information regarding the Property. Local ordinances require that all properties must have smoke and carbon monoxide detectors present in working condition and Owner shall comply with the same. In addition, Owner shall provide @properties with a completed Illinois Residentic Real Property Disclosure Report, Zoning Certificate, Heat Disclosure, Lead Paint Disclosure and Radon Disclosure forms, if applicable, within firm (5) days after the date of the Agreement. Owner also agrees to truthfully complete all required disclosures relating to lead-based paint and/or rado Owner acknowledges that @properties may provide certain of the foregoing forms and disclosures for Owner's convenience.

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Owner Initials

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.

BC(initial her	e) If not within 7	2 hours, date to input Property into	MLS:
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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 _	BC	Page 4 of 7
_		· ·



Owner Signature: 12/14/2018	At World Properties, LLC d/b/a a properties  Designated Agent Signature:
Owner Signature:	Frile Cooks
Date:	Designated Agent MLS ID: 105437
	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Bob Carr or designated named a	address LLC
Address:	@properties Office: Peoria
City: State: Zip:	Managing Broker Signature: kim kerbis
Phone:	Managing Broker Name (print): Kim Kerbis — 93ED7E5B8708420
Email:	Date: 12/14/2018
	Attorney Name:
Owner Name(s) (print):	Firm:
Address:	
City: State: Zip:	
Phone:	Phone:
Email:	Email:

Owner Initials

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### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Bob Carr or designated named address Γο:	LLC
From: @properties Property: 900 E. Chicago Ave. Ci Date: 12/13/2018	Naperville State: 1 Zip: 60540
Thank you for selecting @properties to assist	t you in your sale or purchase.
ransactions. We have established this relation	s has a business relationship with Proper Title, LLC, a provider of settlement services for real estate onship so that Proper Title, LLC can facilitate the closing of your transaction. Because @properties has r Title, LLC, @properties' referral of Proper Title, LLC to you may provide @properties a financial of
Γitle, LLC as a condition for your purchase of	nge of charges for settlement services offered by Proper Title, LLC. You are NOT required to use Prope or sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE REE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES VICES.
PROPER TITLE, LLC - ESTIMATED CHA	RGES (actual costs may vary)
Endorsement Fees: \$175 per endorsement	n coverage) to \$3,340 (for \$1 million in coverage) se price; \$1,675 up to \$550,000 purchase price; \$2,125 up to \$1 million the type of closing
ACKNOWLEDGMENT OF RECEIPT OF I	DISCLOSURE
	derstand that @properties is referring me/us to Proper Title, LLC and may receive a financial or othe 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 Page 6 of 7



### 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 Page 7 of 7



### 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)

	<b>3</b> • • • • • • • • • • • • • • • • • • •		
(a)	Elevated radon concentrations (above EPA or IEMA recoare known to be present within the dwelling. (Explain).	ommended Radon Action Level)	
(b)	Seller has provided the purchaser with the most current relevated radon concentrations within the dwelling.	ecords and reports pertaining to	
(c)	Seller either has no knowledge of elevated radon conce elevated radon concentrations have been mitigated or rer		
(d)	Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.		
Purchaser's A	Acknowledgment (initial each of the following which app	olies)	
(e)	Purchaser has received copies of all information listed ab	ove.	
(f)	Purchaser has received the IEMA approved Radon Disclo	sure Pamphlet.	
Agent's Ackno	nowledgement (initial IF APPLICABLE)		
(g)	(g) Agent has informed the seller of the seller's obligations under Illinois law.		
Certification o	of Accuracy		
	parties have reviewed the information above and each pare, that the information he or she has provided is true and acc		
Seller Bob (		18	
Seller			
Purchaser	Date		
Purchaser	Date		
Agent	Date 12/13/201	1.8	
Agent			
Propei	erty Address: 900 E. Chicago		
City, S	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: Indoor: Outdoor: Out
2. Price! \$ (" <u>List Price</u> ")
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; 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

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BC

5. Designated Agency: The parties agree that @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 buver 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 Page 2 of 7

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 sizexor
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, a 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 interpleade 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 insu
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. 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 of 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 Residentia 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 Page 3 of 7

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.

BC	(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 \_\_\_\_\_ Page 4 of 7



### Bob Carr

Owner Signature:	_ At World Properties, LLC d/b/a @properties
Owner Signature:	Designated Agent Signature :
Owner Signature:	Fuil: Cooks
Date:	Designated Agent MLS ID: 105437
	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Chicago Commons Naperville LLC	
Address:	
City: State: Zip:	
Phone:	Managing Broker Name (print). Kim Kerbisc
Email:	Date: 1/21/2019
	Attorney Name:
Owner Name(s) (print):	Firm:
Address:	Office Address:
City: State: Zip:	City: State: Zip:
Phone:	Phone:
Email:	Email:

Owner Initials \_ **b**C \_\_\_\_

Page 5 of 7



### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Chicago Commons Naperville Li	LC
From: @properties Property: 916 E. Chicago Ave. <sub>Cit</sub>	Naperville State: 1 Zip: 60540
Date: 1/19/2019	· ——— · ———
Thank you for selecting @properties to assist	you in your sale or purchase.
transactions. We have established this relation	has a business relationship with Proper Title, LLC, a provider of settlement services for real estates on that Proper Title, LLC can facilitate the closing of your transaction. Because @properties has Title, LLC, @properties' referral of Proper Title, LLC to you may provide @properties a financial of the control of the
Title, LLC as a condition for your purchase o	ge of charges for settlement services offered by Proper Title, LLC. You are NOT required to use Proper sale. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES ICES.
PROPER TITLE, LLC - ESTIMATED CHAI	RGES (actual costs may vary)
Endorsement Fees: \$175 per endorsement	a coverage) to \$3,340 (for \$1 million in coverage)  e price; \$1,675 up to \$550,000 purchase price; \$2,125 up to \$1 million  ne type of closing
ACKNOWLEDGMENT OF RECEIPT OF D	ISCLOSURE
	lerstand that @properties is referring me/us to Proper Title, LLC and may receive a financial or otherwe are under no obligation to use Proper Title, LLC.
Bob Carr	
[signature]	[signature]
Chicago Commons Naperville LLC	
[print name]	[print name]

Owner Initials BC Page 6 of 7



### 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 Page 7 of 7



### ILLINOIS REALTORS® DISCLOSURE OF INFORMATION ON RADON HAZARDS



(For Residential Real Property Sales or Purchases)

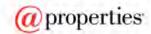
### **Radon Warning Statement**

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)

Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.
cknowledgment (initial each of the following which applies)
Purchaser has received copies of all information listed above.
Purchaser has received the IEMA approved Radon Disclosure Pamphlet.
owledgement (initial IF APPLICABLE)
Agent has informed the seller of the seller's obligations under Illinois law.
f Accuracy
parties have reviewed the information above and each party certifies, to the best of his or that the information he or she has provided is true and accurate.
Carr Date
Date
Date
Date
John Date 1/19/2019
Date
ty Address: 916 E. Chicago
tate, Zip Code1 Naperville, IL 60540

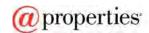


## Electronic Filing: Received, Clerk's Office 12/28/2022 CHRISTIE'S EXCLUSIVE SALES AND MARKETING BROKERAGE AGREEMENT INTERNATIONAL REAL ESTATE THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES MARKETING AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date") by

and between At World Properti Chicago Commons Napervill		ristie's Internationa	( ===  /	eal property ("Property") described
	scribed herein, the receipt and su erty. The parties agree that the fo	•	is hereby acknowledged, Own	her grants @properties the exclusive
1. Property: 920 E CHICAGO Av Address:	enue		Unit ì	No:
City: NAPERVILLE	, State:	Zip: 60540		
-	neck all that apply) Deeded:	Assigned:	Limited Common Element:	Indoor: Outdoor:
	neck all that apply) Deeded:	Assigned:	Limited Common Element:	
2. Price: \$	(" <u>List Price</u> ")			
The List Price shall include hot	water heater, plumbing and elect	trical fixtures; was	her/dryer, sump pumps; centra	al heating and cooling; humidifying
and filtering equipment; fixed c	arpeting; built-in or stand-alone	kitchen appliances	, equipment, and cabinets; stor	rm and screen windows and doors;
attached shutters, window treatr	nent hardware, blinds and shade	s; shelving system	s; fireplace screen; planted ve	egetation; garage door openers and
			_	he following items are specifically
excluded:				·
or termination, all obligations of Owner's obligation to pay (or called along with all other amounts duextended by consent via electron statute, law, regulation, ordinar Agreement, including, without light Restriction"), the Term shall autinate to ach will be paid 15% to a the months will be paid 15% to a the months' rent ("Rental Commission") below) at the List Price or such a the months' rent ("Rental Commission and a dease agreement with a termination of the paid, in addition to the Renta Rental Commission and Additionshall not affect @properties' rig collected by @properties. @propension and Additionshall not affect properties. @propension and additionshall not affect propension and additionshall not affect properties. @propension and additionshall not affect propension and ad	f both parties shall cease, except use @properties to be paid) any e @properties hereunder. Owner in mail of the Owner and the Dence, order, or decree that prohibition in the context of	as otherwise provand all Commission and @properties esignated Agent, do bits or otherwise a lace" or "stay-at-hold day for each day for any reason, Ow prior to performant ement, Owner agreet al Fee"). In the event first month's rened by such tenant, of the first month's rened ditional Fee. The Selectively as the "Correct that @propertimission pursuant to all or any part of the rentities; (b) upon on to whom the Property during the property or Default estate broker during the state broker during	ided herein; provided, however ons (as defined below) or Leas acknowledge and agree that the fined below. In the event that deversely affects the provision one governmental orders (any such Governmental Restriction or governmental Restriction	extended and delivered. Upon expiration er, such termination shall not affect the Commissions (as defined below), the Term of this Agreement may be at there exists a generally applicable in of brokerage services under this yof the foregoing, a "Governmental on is in effect." It is of Erik Sachs or Team pensation per this agreement on the Transfer of Property (defined ties a commission in the amount of marketing expenses (collectively, the Additional Fee upon demand. The remains of the transfer of Property (defined ties a commission equivalent to the first ore than one year, @properties shall to forth in the lease (the "Additional er granted to and exercised by such Commission and Additional Rental fee, Rental Commission, Additional tenant, including failure to pay rent, on from the first month's rent check closing of any sale, lease, exchange, of Property") prior to the expiration stulted from the service and/or effort Property within twelve (12) months the Termination Date; or (c) upon (a "Default"). Notwithstanding the (iii) Owner has entered into a valid, then @properties shall not be entitled residential property of four units or owner shall be liable for the entire thich a lease, installment sale contract

Owner Initials **b** \_\_\_\_\_ Page 1 of 7 05012022



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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 @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.

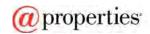
	BL	(* · · · 11 · · · · · · · · · · · · · · ·
Yes X No (check one)	00	(initial here, if yes)

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 BC Page 2 of 7 05012022

Owner Warrants The Following Information To Be True And Corrects



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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 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.

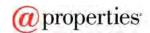
Owner shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the Property is a condominium, within fifteen (15) days of the date hereof, Owner shall furnish to @properties a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, 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.

08-18-417-053 Permanent Index Number (s)	
Real estate tax for 2021	is \$ NEW
	omestead Exemption (check applicable) Senior Freeze Exemption (check applicable)
gas and	includes: (check applicable) heat, hot water, electric, air conditioning,
Special assessment \$ Lot s	ize x or
Electricity Account Number:	Gas Account Number:
account maintained in accordance with the existing law commission, cooperating brokerage commissions and of is consummated. It is expressly understood that @proper shall not be required to act to disburse escrowed funds us such instructions, in the event of a dispute with respect deposit the earnest money, less costs, with the clerk of the reimbursed from the earnest money for all costs, including the payment of reasonable attoring and demands, including the payment of reasonable attoring. Title Insurance Services: By initialing below, Ow	rner or his/her attorney of choice shall have the option to order title insurance and related title s an affiliate of @properties, as detailed in the Affiliated Business Disclosure Statement, which
(initial here)	
members] shareholders, directors, officers] affiliates and and reasonable legal fees arising from (a) failure by Owr (b) any misrepresentation by Owner to @properties of between any third party and @properties arising out of any earnest money deposit held by @properties, and recommendations set forth in our anti-fraud warning to by Owner Owner agrees to safeguard and/or remove warrants that it has personal property insurance on said be liable for any personal injury, death, damage to the I without limitation, individuals or companies that provide the foregoing. Except for @properties' or any of the Individuals or companies that provide the foregoing actually received and/or that would have or earlier termination of this Agreement.	agrees to indemnify  defend and hold @properties, its licensees, agents, employees, managers, d successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses ner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; r a purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute performance of this Agreement, including without limitation disputes as to the disposition of a personal injuries or death sustained by visitors to the Property; (d) failure to follow the consumers relating to wire transfers attached to this Agreement; or (e) a breach of this Agreement any valuable personal property in the Property (e.g., jewelry or artwork) and represents and personal property. Owner further agrees that @properties and the Indemnified Parties shall not Property, or damage to or theft of Owner's personal property caused by third-parties, including de home staging services. If the Property is leased, Owner agrees to advise Owner's tenant of demnified Parties willful misconduct, @properties' and the Indemnified Parties liability for any reperformance of its or their duties under this Agreement shall be limited to the amount of the been received by @properties under this Agreement. This Section 11 shall survive expiration
12. Dispute Resolution: For purposes of reducing the o	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

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05012022



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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 pationally 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.

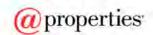
15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, 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.

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 Initia's **b** \_\_\_\_\_ Page 4 of 7 05012022



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At World Properties, LLC d/b/a

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.

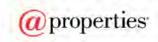
18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. 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.

	@properties   Christie's International Real Estate
Owner Signature: Bob (AVV  10/3/2022-E1G0039014DD402  Date:	Designated Agent Signature  Perignated Agent Name (print):  Designated Agent Name (print):
Owner Signature:	Designated Agent MLS ID: 105437
Date;	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Chicago Commons Naperville LLC Address:	@properties Office: Goose Islandusigned by:  Managing Proker Signature: Paul Blackwy
City: State: Zip:	Managing Broker Signature faul blackburn  Managing Broker Name (print):
Phone:	realizable from (print).
Email:	
Owner News (a) (print)	Attorney Name:
Owner Name(s) (print):	
Address:	
City: State: Zip:	— City: State: Zip:
Phone:	- Phone:
Email:	





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### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC				
From: @properties   Christie's International Real Estate	NA DEDVALLE	п	00540	
920 E CHICAGO Avenue Property:	NAPERVILLE City:	State:	60540 Zip:	
Date:				
Thank you for selecting @properties   Christie's Internation	nal Real Estate ("@properties")	to assist you i	n your sale or purchase.	
This is to give you notice that @properties has a business r services for real estate transactions. We have established and Proper Rate, LLC can facilitate origination of your r and @properties has a 49.9% ownership interest in Proper provide @properties a financial or other benefit.	this relationship so that Proper nortgage loan. Because Proper	er Title, LLC or Title, <b>L</b> LC is	can facilitate the closing of you a wholly owned subsidiary of	ur transaction f @properties
Set forth below is the estimated charge or range of charges available for Proper Rate, LLC financing products change condition for your purchase or sale. THERE ARE FREQUE SERVICES. YOU ARE FREE TO SHOP AROUND TO RATE FOR THESE SERVICES.	on a daily basis. You are NOT ENTLY OTHER SETTLEMEN	required to us IT SERVICE F	e Proper Title, LLC or Proper F PROVIDERS AVAJLABLE WI	Rate, LLC as TH SIMILAI
PROPER TITLE, LLC - RANGE ESTIMATED CHARGE	ES (actual costs may vary)			
<u>Title Insurance:</u> \$1,850 to \$3,475 <u>Endorsement Fees:</u> \$175 per endorsement <u>Closing Fees:</u> \$1,625 to \$2,475 <u>Other Processing Fees:</u> \$100 to \$450 based on the type of o	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	2			
I/we have read this disclosure form and understand that @ financial or other benefit as the result of this referral but the				
DocuSigned by:				
Bob Carr				
signature]	[signature]	<del></del>		
Chicago Commons Naperville LLC				
[print name]	[print name]			



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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.



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### ILLINOIS REALTORS® DISCLOSURE OF INFORMATION ON RADON HAZARDS



(For Residential Real Property Sales or Purchases)

### Radon Warning Statement

(a)

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.

Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level)

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

are known to be present within the dwelling. (Explain).

(b)	Seller has provided the purchaser with the most current records and reports pertaini elevated radon concentrations within the dwelling.	ng to
(c)	Seller either has no knowledge of elevated radon concentrations in the dwelling or elevated radon concentrations have been mitigated or remediated.	prior
BC (d)	Seller has no records or reports pertaining to elevated radon concentrations within dwelling.	n the
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 Ackn	nowledgement (initial IF APPLICABLE)  Agent has informed the seller of the seller's obligations under Illinois law.	
Certification	of Accuracy	
The following her knowledge	parties have reviewed the information above and each party certifies, to the best of heart the information he or she has provided is true and accurate.	nis or
Seller Bob	Carr Date 10/3/2022	
73,617	039014DD402 Date	
Purchaser	Date	
Purchaser	Date	
Agent Och	Date	
Agent	AF9B0D5944E Date	
Prope	erty 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:

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

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

# DO NOT MEASURE:

- room (because fan systems and humidity may in the kitchen, laundry room and bathaffect some detectors); or
- right next to a sump pump, as this may cause in crawl spaces, on floor or wall cracks, or 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;
- objects horizontally and directly above the at least four inches away from other 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

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

# After a radon reduction system is installed

ensure that the reduction system is effective. Perform an independent short-term test to 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
- 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



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

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





# Radon Testing Guidelines

For Real Estate Transactions

Example 1

B ecause of the unique nature of real estate innocial interests, the U.S. Environmental inspection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management adapted these protocols to conform with its radon regulations. These options are listed in a simplified form in the table below.

Recommendations for Real Estate Transactions

From Transactions

Real Estate Transactions

From Transactions

elevated levels are tound. It is not in the best of interest of the buyer or seller to rely on a radon measurement performed by anyone other than Elevated radon concentrations can easily be calculated by a qualified, licensed radon mitigated 5 licensed measurement professional or technicians have an indoor radon test performed prior to purchase or taking occupancy, and mitigated i elevated levels are found. It is not in the best Elevated radon concentrations can easily be

# Real Estate Transactions **Test Options for**

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

What to Look for in	What to Look for in Short-Term Real Estate Testing Options	Testing Options
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.		Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.  Eix the home if the average of the two tests is 4 picoCuries per liter (pCi/L) or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	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 Examples of short-term detectors used in real days. Most last between two and seven days. Fests between seven and 90 days are usually canisters, charcoal liquid scintillation vials, estate testing include: activated charcoal electret chambers and continuous radon impractical for real estate transactions. monitors.

# When do you average radon test results?

above the crawl space and in the basement, are considered from different areas, such as simultaneously. Test results two different tests. Results The only time radon test results can be averaged is when two test results are placed

are each independent of the

世界

independently, such as other and are reported

of 4.2 pCi/L and family room over basement result

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

If your tests don't agree, contact he IEMA-Division of **Nuclear Safety** 

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. If your simultaneous tests are not in

## Real Estate Radon Measurements Safety Recommendations for **IEMA-Division of Nuclear**

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Safety Radon Program if you are uncertain Contact the IEMA-Division of Nuclear about anything regarding radon testing.

www.radon.illinois.gov

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

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

# Disclosure of Radon Information

that a seller of a home disclose information if Illinois Real Property Disclosure Act require lending institutions, as well as home buyers, aware of unsafe concentrations of radon in However, many relocation companies and The Illinois Radon Awareness Act and the testing or remediation work be conducted. the home. The acts do not require that

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 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 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test.

- the test. For tests lasting less than one week, heating or cooling systems normally during only operate air conditioning units that one week in duration. Operate home recirculate interior air.

ees are required to post Radon Measurement Note that professional measurement licensin Progress Notifications at every building

Status: Completed

Envelope Originator:

Signed: 10/3/2022 4:37:26 PM

Sent: 10/3/2022 5:17:06 PM

**Timestamp** 

**Certificate Of Completion** 

Envelope Id: 47A432D05BA64A36A292D32DAFBB0793

Subject: Review & Approve Listing Agreement for 920 E CHICAGO Avenue

Source Envelope:

Document Pages: 10 Signatures: 6

Certificate Pages: 5 Initials: 11 Erik Sachs AutoNav: Enabled 212 E. Ohio

**Envelopeld Stamping: Enabled** Chicago, IL 60611

Time Zone: (UTC-06:00) Central Time (US & Canada) eriksachs@atproperties.com IP Address: 34.204.123.166

Record Tracking

@properties Corp

(None)

Status: Original Holder: Erik Sachs Location: DocuSign

eriksachs@atproperties.com 10/3/2022 4:26:35 PM

Signer Events Signature **Timestamp** 

Erik Sachs Sent: 10/3/2022 4:34:52 PM Completed Viewed: 10/3/2022 4:36:18 PM eriksachs@atproperties.com

Using IP Address: 73.73.109.231 Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

DocuSigned by: **Bob Carr** Sent: 10/3/2022 4:37:28 PM Bob Carr bobcarr1111@gmail.com Viewed: 10/3/2022 4:58:50 PM

Security Level: Email, Account Authentication Signed: 10/3/2022 4:59:32 PM

(None) 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 Sent: 10/3/2022 4:59:34 PM Certifichen eriksachs@atproperties.com Viewed: 10/3/2022 5:16:52 PM

6B754F9B0D5944E Signed: 10/3/2022 5:17:03 PM @properties Corp

Signature Adoption: Drawn on Device (None) Using IP Address: 73.73.109.231

**Electronic Record and Signature Disclosure:** 

**Electronic Record and Signature Disclosure:** Accepted: 9/27/2021 5:02:04 PM

ID: 596e29df-7d49-47b1-b9d1-effad1768d0e

Security Level: Email, Account Authentication

Not Offered via DocuSign

In Person Signer Events

MLS Coordinator

(None)

Completed Viewed: 10/3/2022 5:38:15 PM docusign@atproperties.com

Signed: 10/4/2022 10:20:33 AM @properties

Using IP Address: 165.225.216.176 Security Level: Email, Account Authentication

Signature

In Person Signer Events

nts

In Person Signing Host: MLS

docusign@atproperties.com

In Person Signer: Paul Blackburn

Security Level: In Person

Paul Blackburn 82F495C088C94A4

**Signature** 

Timestamp

Sent: 10/4/2022 10:20:36 AM Viewed: 10/4/2022 10:25:55 AM Signed: 10/4/2022 10:26:06 AM

Signature Adoption: Pre-selected Style 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
Notary Events  Envelope Summary Events	Signature Status	Timestamps
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Envelope Summary Events Envelope Sent Certified Delivered	Status Hashed/Encrypted Security Checked	Timestamps 10/3/2022 4:34:52 PM 10/4/2022 10:25:55 AM
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete	Status Hashed/Encrypted Security Checked Security Checked	Timestamps 10/3/2022 4:34:52 PM 10/4/2022 10:25:55 AM 10/4/2022 10:26:06 AM

### **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 â€~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); Safariâ,,¢
	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

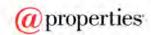
<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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 â€⁻I agree' button below.

By checking the â€T agreeâ€TM box, I confirm that:

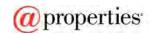
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify @properties Corp 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 MA	RKETING AGREEMENT ("	Agreement") is e	ffective as of the date it is	fully executed (the "Effective Date") by
and between At World Properties Bob Carr	LLC d/b/a @properties   Chr	istie's Internation		ties"), a licensed real estate broker, and or of real property ("Property") described
below. For the consideration desc	ribed herein, the receipt and suf	fficiency of which		Owner grants @properties the exclusive
		-	•	e sale and marketing of the Property.
			_	
1. Property:				
Address: 924 E CHICAGO Aver	nue		1	Unit No:
City: NAPERVILLE	, State:	Zip: 6054	O County:	uPage
Parking Space No: (che	ck all that apply) Deeded:	Assigned:	Limited Common Eleme	
Storage Space No: (chec	ck all that apply) Deeded:	Assigned:	Limited Common Eleme	ent:
2. Price: \$	(" <u>List Price</u> ")			
The List Price shall include hot w	ater heater, plumbing and elect	rical fixtures; wa	sher/dryer, sump pumps; c	central heating and cooling; humidifying
and filtering equipment; fixed car	peting; built-in or stand-alone l	kitchen appliance	s, equipment, and cabinets	s; storm and screen windows and doors;
attached shutters, window treatme	nt hardware, blinds and shade	s; shelving syster	ns; fireplace screen; plant	ted vegetation; garage door openers and
				The following items are specifically
excluded:				
or termination, all obligations of b Owner's obligation to pay (or causalong with all other amounts due extended by consent via electronic statute, law, regulation, ordinance	oth parties shall cease, except the @properties to be paid) any @properties hereunder. Owner mail of the Owner and the De te, order, or decree that prohibitation, so called "shelter-in-plain	as otherwise pro and all Commiss and @properties signated Agent, outs or otherwise ace" or "stay-at-h	vided herein; provided, ho ons (as defined below) or acknowledge and agree t lefined below. In the ever adversely affects the pro ome" governmental orders	executed and delivered. Upon expiration owever, such termination shall not affect Lease Commissions (as defined below), that the Term of this Agreement may be not that there exists a generally applicable vision of brokerage services under this is (any of the foregoing, a "Governmental criction is in effect."
below) at the commence on such of six percent (1802) of the purchase "Additional Geropetituses green @properties as select by collect thinto a lease arterivent with a offena months' rent (Ritals Gentalission be paid, in additional fleak that a Rental Commission be paid, in additional fleak that a Rental Commission be paid, in additional fleak that a Rental Commission be paid, in additional fleak that a Rental Commission be paid, in additional fleak that a Rental Commission be paid of such that a Rental Commission of the properties Rental Commission of the Agree of @properties fleak that collected by @properties fleak transfor earlier termination of this Agree of @properties fleak that a Rental Commission of this Agree of @properties fleak that a Rental Commission pursuant to this less, if the Property is listed with	ner price as Owner accepts in a price ("Sale Commission") planent is cancelled or expires for the Additional Fee from Owner at during the term of this Agree") plus \$100 ("Additional Rent Commission, a sum equal to the the Property is later purchase family members), then in additional Fee are referred to coll to the Commission. Owner agree of legal or beneficial title to ment (the "Termination Date"), Owner or any other persons or rotection Period") to any person tract governing a sale of the dential property of four units of twith another licensed Illinois is Agreement on any Transfer on another licensed Illinois real	written contract, lus \$495 and \$ or any reason, Or prior to performatement, Owner ago tal Fee"). In the end of the contract of the Rental Control of the	then Owner shall pay @p for addition where shall pay to @propence of the services require rees to pay @properties a vent the term of a lease is f int for each subsequent yea or an option to purchase Commission, Additional Re Sale Commission, Additional Re Sale Commission, Additional Re Sale Commission, Additional Re Tommission and Commission and Com	lose on the Transfer of Property (defined properties a commission in the amount of mal marketing expenses (collectively, erties the Additional Fee upon demand, ed hereunder. In the event Owner enters rental commission equivalent to the first for more than one year, @properties shall ar, set forth in the lease (the "Additional is later granted to and exercised by such ental Commission and Additional Rental and Fee, Rental Commission, Additional by a tenant, including failure to pay rent, mission from the first month's rent check in the closing of any sale, lease, exchange, inster of Property") prior to the expiration arty resulted from the service and/or effort for of Property within twelve (12) months for to the Termination Date; or (c) upon eriod (a "Default"). Notwithstanding the and (iii) Owner has entered into a valid, od, then @properties shall not be entitled as not residential property of four units or od, Owner shall be liable for the entire on which a lease installment sale contract

Owner Initials **b** \_\_\_\_\_ Page 1 of 7 05012022



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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.

**6. Potential Dual Agency**: The Designated Agent ("<u>Licensee</u>") 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.

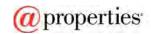
Yes X No (check one)	BC	(initial here, if yes)

7. Duties and Responsibilities of @properties: During the Term, @properties agrees to use commercially reasonable efforts to 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 Initia's BC Page 2 of 7 05012022

Owner Warrants The Following Information To Be True And Correct:



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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 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 notibes 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.

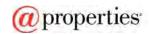
Permanent Index Number (s)		
Real estate tax for		is \$
Homeowner Exemption Se	nior Citizen Homestead Exemptio	on (check applicable) Senior Freeze Exemption (check applicable)
gas and		oplicable) heat, hot water, electric, air conditioning,
Special assessment \$	Lot size x	or
Electricity Account Number:		Gas Account Number:
account maintained in accordance with a commission, cooperating brokerage commissions, cooperating brokerage commissions, cooperating brokerage commissions consummated. It is expressly understood shall not be required to act to disburse essuch instructions, in the event of a dispute deposit the earnest money, less costs, with reimbursed from the earnest money for fees/costs incurred in connection with the and demands, including the payment of a 10. Title Insurance Services: By initial	the existing law. At the closing, (emissions and other expenses or fee od that @properties shall not be lia crowed funds until @properties hat with respect to the intended dith the clerk of the Circuit Court by all costs, including reasonable at e earnest money and Owner shall reasonable attorney's fees with resping below, Owner or his/her attorn Proper Title is an affiliate of @pr	est money from potential purchasers to be held by @properties in an escrow @properties may withdraw from such earnest money deposit its brokerage es paid on behalf of, or at the direction of Owner, in the event the transaction able for acts in good faith as escrowee. In the event of a default, @properties as received joint written instructions from Owner and the purchaser. Absent isposition of funds in escrow, then @properties may, at its sole discretion, the filing of an action in the nature of an interpleader. @properties may be etorneys' fees, related to the filing of the interpleader and/or for any legal indemnify  defend, and hold @properties harmless from any and all claims spect to the escrow.  The filing of choice shall have the option to order title insurance and related title reperties, as detailed in the Affiliated Business Disclosure Statement, which
11. Indemnity To the extent permitted to members shareholders, directors, officer and reasonable legal fees arising from (a) (b) any misrepresentation by Owner to between any third party and @properties any earnest money deposit held by @precommendations set forth in our anti-frat by Owner Owner agrees to safeguard a	sal affiliates and successors (the "Ir failure by Owner to disclose any fa @properties or a purchaser; (c) a sarising out of performance of this properties, and personal injuries und warning to consumers relating to and/or remove any valuable personal."	yl defend and hold @properties, its licensees, agents, employees, managers, ndemnified Parties") harmless from all claims, disputes, litigation, expenses acts, damage or material defects, latent or otherwise, relating to the Property; any dispute between Owner and purchaser or any third party, or a dispute is Agreement, including without limitation disputes as to the disposition of or death sustained by visitors to the Property; (d) failure to follow the owire transfers attached to this Agreement; or (e) a breach of this Agreement and property in the Property (e.g., jewelry or artwork) and represents and 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

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 **b** \_\_\_\_\_ Page 3 of 7 05012022

or earlier termination of this Agreement.



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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 pationally 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.

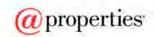
15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, 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.

accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or termina the MLS listing for the Property does not terminate this Agreement.
man to institute the respect does not terminate this rigidement.
(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 ML 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 of the Prop

@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 **B**( Page 4 of 7 05012022



### 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

At World Properties, LLC d/b/a

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.

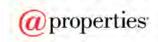
18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. 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.

Owner Signature: bob Carr 6/7/2022—E1C0039014D0402 Date:	Designated Agent Signature  Designated Agent Name (print):  Designated Agent MLS ID: 105437
Owner Signature: Date:	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Bob Carr  Address:  City:State:Zip: Phone:  Email:	Managing Broker Signature  Managing Broker Name (print):  Date: 6/7/2022
Owner Name(s) (print):	Attorney Name:Firm:
Address:	
City: State: Zip:	
Phone:	
Email:	





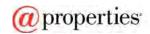
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### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Bob Carr				
From: @properties   Christie's International Real Estate 924 E CHICAGO Avenue Property:	NAPERVILLE City:	IL State:_	60540 Zip:	
Date: 6/7/2022				
Thank you for selecting @properties   Christie's Internation	al Real Estate ("@properties"	) to assist you i	n your sale or purchase.	
This is to give you notice that @properties has a business reservices for real estate transactions. We have established and Proper Rate, LLC can facilitate origination of your n and @properties has a 49.9% ownership interest in Proper provide @properties a financial or other benefit.	this relationship so that Proporting Properties of the Properties	er Title, LLC or Title, <b>L</b> LC is	can facilitate the closing a wholly owned subsid	g of your transaction, liary of @properties,
Set forth below is the estimated charge or range of charges available for Proper Rate, LLC financing products change condition for your purchase or sale. THERE ARE FREQUE SERVICES. YOU ARE FREE TO SHOP AROUND TO I RATE FOR THESE SERVICES.	on a daily basis. You are NOT ENTLY OTHER SETTLEMEN	Trequired to us NT SERVICE I	e Proper Title, LLC or <b>P</b> : PROVIDERS AVA <b>I</b> LAB	roper Rate, LLC as a BLE WITH SIMILAR
PROPER TITLE, LLC - RANGE ESTIMATED CHARGE	$\underline{S}$ (actual costs may vary)			
<u>Title Insurance:</u> \$1,850 to \$3,475 <u>Endorsement Fees:</u> \$175 per endorsement <u>Closing Fees:</u> \$1,625 to \$2,475 <u>Other Processing Fees:</u> \$100 to \$450 based on the type of c	losing 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 $@_{\rm I}$ financial or other benefit as the result of this referral but the				
DocuSigned by:				
Bob Carr	Faignatural			
[signature]  Bob Carr	[signature]			
Intint name	Inrint namel			
TOTAL HARDET	TOTAL HALLET			



Page 6 of 7 05012022



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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.



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### 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.

Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level)

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

DS	are known to be present within the dwel	ling. (Explain).
B( (b)	Seller has provided the purchaser with elevated radon concentrations within the	the most current records and reports pertaining to e dwelling.
(c)	Seller either has no knowledge of elevated radon concentrations have been	ated radon concentrations in the dwelling or prior en mitigated or remediated.
BC (d)	Seller has no records or reports pertain dwelling.	ning to elevated radon concentrations within the
Purchaser's	Acknowledgment (initial each of the foll	owing which applies)
(e)	Purchaser has received copies of all info	ormation listed above.
(f)	Purchaser has received the IEMA appro	oved Radon Disclosure Pamphlet.
Agent's Ack	(nowledgement (initial IF APPLICABLE)	
(g)	Agent has informed the seller of the sell	er's obligations under Illinois law.
Certification	of Accuracy	
	g parties have reviewed the information ab	ove and each party certifies, to the best of his or led is true and accurate.
Seller Bob	Carr	Date 6/7/2022
	9039014DD402	Date
Purchaser _		Date
Purchaser	n@inweiths	Date
Agent Day	Juli	Date 6/7/2022
Agent	54F980D5944E	Date
Prop	perty Address: 924 E CHICAGO Avenue	
	, 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:

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

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

## DO NOT MEASURE:

- room (because fan systems and humidity may in the kitchen, laundry room and bathaffect some detectors); or
- right next to a sump pump, as this may cause in crawl spaces, on floor or wall cracks, or 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;
- objects horizontally and directly above the at least four inches away from other 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

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

## After a radon reduction system is installed

ensure that the reduction system is effective. Perform an independent short-term test to 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
- 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



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

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# Radon Testing Guidelines

For Real Estate Transactions

Example 1

B ecause of the unique nature of real estate innocial interests, the U.S. Environmental inspection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management adapted these protocols to conform with its radon regulations. These options are listed in a simplified form in the table below.

Recommendations for Real Estate Transactions

From Transactions

Real Estate Transactions

From Transactions

elevated levels are tound. It is not in the best of interest of the buyer or seller to rely on a radon measurement performed by anyone other than Elevated radon concentrations can easily be calculated by a qualified, licensed radon mitigated 5 licensed measurement professional or technicians have an indoor radon test performed prior to purchase or taking occupancy, and mitigated i elevated levels are found. It is not in the best Elevated radon concentrations can easily be

### Real Estate Transactions **Test Options for**

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

What to Look for ir	What to Look for in Short-Term Real Estate Testing Options	Testing Options
Jonon	Detector Location	What to do next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	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 Examples of short-term detectors used in real days. Most last between two and seven days. Fests between seven and 90 days are usually canisters, charcoal liquid scintillation vials, estate testing include: activated charcoal electret chambers and continuous radon impractical for real estate transactions. monitors.

# When do you average radon test results?

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

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

田

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

### If your tests don't agree, contact he IEMA-Division of **Nuclear Safety**

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. If your simultaneous tests are not in

### Real Estate Radon Measurements Safety Recommendations for **IEMA-Division of Nuclear**

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Safety Radon Program if you are uncertain Contact the IEMA-Division of Nuclear about anything regarding radon testing.

## www.radon.illinois.gov

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

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

# Disclosure of Radon Information

that a seller of a home disclose information if Illinois Real Property Disclosure Act require lending institutions, as well as home buyers, aware of unsafe concentrations of radon in However, many relocation companies and The Illinois Radon Awareness Act and the testing or remediation work be conducted. the home. The acts do not require that

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 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 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test.

- the test. For tests lasting less than one week, heating or cooling systems normally during only operate air conditioning units that one week in duration. Operate home recirculate interior air.

ees are required to post Radon Measurement Note that professional measurement licensin Progress Notifications at every building

**Certificate Of Completion** 

Envelope Id: E31CF8B5F84C4B97876BD0CDC5774767

Subject: Review & Approve Listing Agreement for 924 E CHICAGO Avenue

Source Envelope:

Document Pages: 10 Envelope Originator: Signatures: 6

Certificate Pages: 5 Initials: 16 Erik Sachs AutoNav: Enabled 212 E. Ohio

**Envelopeld Stamping: Enabled** Chicago, IL 60611

Time Zone: (UTC-06:00) Central Time (US & Canada) eriksachs@atproperties.com IP Address: 34.204.123.166

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eriksachs@atproperties.com @properties Corp

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@properties

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Signature Timestamp

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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 Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/7/2022 1:46:21 PM 6/7/2022 2:43:26 PM 6/7/2022 2:43:35 PM 6/7/2022 2:43:35 PM
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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); Safariâ,,¢
	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

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THIS EXCLUSIVE SALI by and between At Chicago Commons N	World Properties, LLC d/b	(" <u>Agreement</u> ") is ef /a @properties	("@properties"), a	t is fully executed (the "Effective Date") licensed real estate broker, and er of real property ("Property") described
below. For the consideration	n described herein, the receipt and s		is hereby acknowledged.	Owner grants @properties the exclusive se sale and marketing of the Property.
1. Property				
Address: 928 E. Chicag	0			Unit No:
City: Naperville	, State: L	Zip:_60540	O County: <b>C</b>	Dupage
	(check all that apply) Deeded:	Assigned:	Limited Common Elem	ent: Indoor: Outdoor:
2. Price: \$	(" <u>List Price</u> ")			
and filtering equipment; fix	ed carpeting; built-in or stand-alone reatment hardware, blinds and shad	kitchen appliances, les; shelving systems	equipment, and cabinet s; fireplace screen; plan	central heating and cooling; humidifying s; storm and screen windows and doors; ted vegetation; garage door openers and . The following items are specifically
excluded:			_	
parties inadvertently fail to expiration or termination, a not affect Owner's obligati defined below), along with Agreement may be extende generally applicable statute services under this Agree	late this Agreement, the Effective D l obligations of both parties shall co on to pay (or cause @properties to all other amounts due @properties d by consent via electronic mail of to , law, regulation, ordinance, order, ment, including, without limitation	ate shall be the date ease, except as other be paid) any and a s hereunder. Owner the Owner and the D or decree that proh , so called "shelter-	upon which the Agreem wise provided herein; pall Commissions (as de and @properties acknobesignated Agent, define tibits or otherwise adve-in-place" or "stay-at-h	one year from the Effective Date. If the ent is fully executed and delivered. Upon rovided, however, such termination shall fined below) or Lease Commissions (as weldige and agree that the Term of this ed below. In the event that there exists a resely affects the provision of brokerage ome" governmental orders (any of the day such Governmental Restriction is in
(defined below) at the List amount of six percent (66 (collectively, "Additional F demand. @properties may Owner enters into a lease equivalent to the first montly year, @properties shall be please (the "Additional Rent and exercised by such ter Commission and Additional Fee, Rental Commission, A a tenant, including failure Commission from the first I (a) upon the closing of any (each, a "Transfer of Proper Transfer of Property resulted closing of any Transfer of Property was submitted priod Termination Date has passed broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default. For Prestate broker during the Protectic Property or Default.	Price or such other price as Owner and of the purchase price ("Sale Cee"). If this Agreement is cancelled elect to collect the Additional Fee agreement with a tenant during the strent ("Rental Commission") plus and, in addition to the Rental Commission ("Ommission"). In the event the Pant (or such tenant's immediate of Rental Fee, Owner shall pay @prodictional Rental Commission and Actor pay rent, shall not affect @promonth's rent check collected by @prosale, lease, exchange, installment setty") prior to the expiration or earlied from the service and/or effort of (Property within twelve (12) month or to the Termination Date; or (c) upo (a "Default"). Notwithstanding the and (iii) Owner has entered into and (iii) Owner has entered into perty which is not residential property which is not residential property. The date on which a lease, in a Transfer of Property. @properties the Commission with any cooper the actual allocation of the Com	accepts in a written of commission." plus state for any refrom Owner prior to the term of this Agree \$100 ("Additional Faission, a sum equal property is later purel family members), the operties the Sale Corditional Rental Fee perties' right to the operties. @properties ale, or any other transfer termination of this @properties, Designates after the Termination Owner's default of foregoing, if (i) the availed, bona fide, we not be entitled to an overty of four units on le for the entire Connectallment sale contraties' licensees cooperating brokers regard mission between the	contract, then Owner shall pay be performance of the second, Owner agrees to Rental Fee"). In the event to the first month's rent hased by such tenant, or nen in addition to the mmission and Additiona are referred to collective Commission. Owner are shall be entitled to the insfer of legal or benefic Agreement (the "Term ated Agent, Owner or attion Date (the "Protection a purchase contract go be Property is residentially commission, which shall be tact or articles for deed rate with Illinois licensed the soft the cooperating brokers will be determined to the cooperating the brokers will be determined to the cooperation the cooperation the cooperation that the cooperation the cooperation that the coop	all pay @properties a commission in the for additional marketing expenses to @properties the Additional Fee upon ervices required hereunder. In the event to pay @properties a rental commission at the term of a lease is for more than one for each subsequent year, set forth in the ran option to purchase is later granted to Rental Commission, Additional Rental If Fee. The Sale Commission, Additional Rental all Fee. The Sale Commission, Additional rely as the "Commission". Any default by agrees that @properties may collect the Commission pursuant to this Agreement ial title to all or any part of the Property ination Date"), regardless of whether the my other persons or entities; (b) upon the content of the Property during the laproperty of four units or less, (ii) the with another licensed Illinois real estate to this Agreement on any Transfer of listed with another licensed Illinois real eshared equally by @properties and the is fully executed and delivered shall be seen internally and externally. @properties to owner, mined pursuant to a separate agreement properties is not required to and has no

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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.

obligation to share or offer equiperating 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**: @properties and the Designated Agent (collectively, "<u>Licensee</u>") 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 "Yesl" 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	s)

- 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-temployee 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 6 Page 2 of 7 10/26/2020



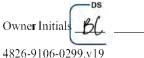
date of the Agreement. Owner represents and warrants that (x) it has received NO NOTICE of encroachment from any adjoining land owner and (y) there are no outstanding notices of building code violations, dangerous conditions, defects, or material problems that Owner has failed to disclose. Owner also 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 Corrects
Permanent Index Number (s) <b>New</b>
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 sizex or
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 it brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Owner, in the even 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, a 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 interpleade and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold @properties harmles 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, whicle 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

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.

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.

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 br 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.

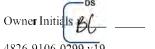
16. Multiple Listing Service ("MLS") MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the 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.



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-DocuSigned by:



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 Signature Bob (avv 12/8/2020	At World Properties, LLC d/b/a @properties
Date: 12/8/2020	Designated Agent Signature: Challet
Owner Signatureı	Fully Cololla
Date:	Designated Agent MLS ID: 105437
	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Chicago Commons Naperville LLC	
Address:	@properties Office: Peoria
City: State: Zip:	0 / 0/ 1/
Phone:	Managing Broker Name (print): Kim Kerbis Paul Blackburn
Email:	9 /12 /2021
	Attorney Name1
Owner Name(s) (print):	Firm:
Address:	
City: State: Zip:	
Phone:	Phone:
Email:	



### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Napervill	e LLC			
From: @properties				
Property: 928 E. Chicago	_ <sub>City:</sub> Naperville	State: IL	Zip: 60540	
Date: 12/8/2020	_			
Thank you for selecting @properties to a	assist you in your sale or	r purchase.		
settlement services for real estate transattransaction, and Proper Rate, LLC can	actions. We have estab facilitate origination o .9% ownership interest	olished this rel f your mortga t in Proper Ra	ationship so that ge loan. Because	LLC, and Proper Rate, LLC, each is a provider of the Proper Title, LLC can facilitate the closing of you be Proper Title, LLC is a wholly owned subsidiary of the proper Title, LLC and Proper Rate of Proper Title, LLC and Proper Rate of Proper Rate of Proper Title, LLC and Proper Rate of Proper Rate
available for Proper Rate, LLC financing condition for your purchase or sale.	g products change on a c THERE ARE FREQU E TO SHOP AROUNI	daily basis. Yo ENTLY OTH	ou are NOT requi IER SETTLEMI	Proper Title, LLC and Proper Rate, LLC. Interest rate red to use Proper Title, LLC or Proper Rate, LLC as a ENT SERVICE PROVIDERS AVAILABLE WITH OU ARE RECEIVING THE BEST SERVICES AND
PROPER TITLE, LLC - RANGE ESTIN	<u> MATED CHARGES</u> (ac	ctual costs may	vary)	
<u>Title Insurance:</u> \$1,695 to \$3,340 <u>Endorsement Fees:</u> \$175 per endorsement <u>Closing Fees:</u> \$1,450 to \$2,520 <u>Other Processing Fees:</u> \$100 to \$450 bas		g and applicat	le fees	
PROPER RATE, LLC - ESTIMATED C	HARGES (actual costs	may vary)		
Lender Fee: \$1,140 Application Fee: \$150				
ACKNOWLEDGMENT OF RECEIPT OF	OF DISCLOSURE			
				er Title, LLC and Proper Rate, LLC and may receive at Proper Title, LLC and Proper Rate, LLC.
DocuSigned by:				
Bob Carr Isignaturosbo14DD402		[signatu	re]	_
Chicago Commons Naperville LLC				
[print name]	-	[print na	me]	_

Owner Initials 96. 4826-9106-0299.v19

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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, or your attorney, <u>do not initiate a transfer unless you have verified the wire instructions</u>. To verify the wiring instructions, call the company using a phone number that <u>you look up yourself</u>, not a phone number contained in the email or in any attachment contained in the email.



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### 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).				
os	_ (b)	Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.				
Bl	_ (c)	Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.				
BC	_ (d)	Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.				
Purcha	ser's A	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	s Ackn	owledgement (initial IF APPLICABLE)				
(DV	_ (g)	Agent has informed the seller of the seller's obligations under Illinois law.				
Certific	ation	of Accuracy				
		parties have reviewed the information above and each party certifies, to the best of his or that the information he or she has provided is true and accurate.				
Seller _	Bob	12/9/2020				
Seller_	210	Date				
Purcha	ser	Date				
Purcha	ser )	Date				
Agent _	W	<b>Date</b> 12/8/2020				
Agent_		Date				
		rty Address: 928 E. Chicago Ave.				
	City. S	State, Zip Codes Naperville, IL 60540				

below. For the consideration describe right to sell and market the Property.  1. Property:  932 E. Chicago Address:				
932 E. Chicago				ang or the rapperty.
Address:				
			Unit No:	
City:Naperville	IL , State:	Zip:	County: Dupage	
Parking Space No: (check a Storage Space No: (check a		signed: Limited Con signed: Limited Con	nmon Element: Indoo	or: Outdoor:
2. Price \$	(" <u>List Price</u> ")			
The List Price shall include hot water and filtering equipment; fixed carpeti attached shutters, window treatment	ng; built-in or stand-alone kitche	en appliances, equipment,	and cabinets; storm and scre creen; planted vegetation; g	en windows and doors;
excluded:				·
3. Term: The term of this Agreement parties inadvertently fail to date this Agreement parties inadvertently fail to date this Agreement or termination, all obligation to affect Owner's obligation to pay defined below), along with all other Agreement may be extended by consequentally applicable statute, law, replacement may be extended by consequentally applicable statute, law, replacement in the conference of the conferenc	agreement, the Effective Date shapens of both parties shall cease, expression of control of the Owngulation, ordinance, order, or designation, ordinance, or any complex of the Erik Sachs or any complex of the Additional Fee from Otto with a tenant during the term Rental Commission, ordinance, ord	all be the date upon which to except as otherwise providered any and all Commission and any and all Commission and any and all Commission and any and the Designated Ageree that prohibits or other than the property of the Termination Date (the Termination Date (t	the Agreement is fully executed herein; provided, however ions (as defined below) or little acknowledge and agreement, defined below. In the rwise adversely affects the rate of the properties. And agreement ing and able to close on the Owner shall pay @properties to of the services required her agrees to pay @properties to of the services required her agrees to pay @properties to other in the event the term of a less onth's rent for each subsequent on to the Rental Commission of the Rental Commission of the Commission of the Commission of the Commission pur or beneficial title to all or a (the "Termination Date"), recovered to the Commission pur or beneficial title to all or a contract governing a sale of a residential property of for agreement with another lice on pursuant to this Agreem Property is listed with another lice on pursuant to this Agreem Property is listed with another lice on pursuant to this Agreem Property is listed with another lice on pursuant to this Agreem Property is listed with another lice on pursuant to this Agreem Property is listed with another lice on the property is listed with another lice of the pr	ted and delivered. Upon, such termination shall Lease Commissions (as that the Term of this event that there exists a provision of brokerage tals orders (and of the transfer of Property ies a commission in the sal marketing expenses he Additional Fee upon ereunder. In the event es a rental commission ase is for more than one ent year, set forth in the chase is later granted to ion, Additional Rental Commission, Additional Additional Rental Commission, Additional Rental Commission, Additional Mission. Any default by perties may collect the suant to this Agreement my part of the Property gardless of whether the or entities; (b) upon the property during the art units or less, (ii) the ensed Illinois real estate ent on any Transfer of the Properties and the and delivered shall be

Page 1 of 7

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Any

Owner Initia s

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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.

6. Potential Dual Agency: The Designated Agent ("<u>Licensee</u>") 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.

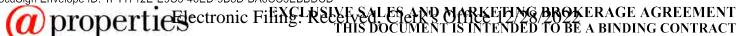
If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes]" initialing and signing below, you acknowledge that you have 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.

Y¢s	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.

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Owner Warrants The Following Information To Be True And Correct: New



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.

Permanent Index Number (s)				
Real estate tax for <b>2020</b>	is \$ <u>New</u>			
Homeowner Exemption Ser	ior Citizen Homestead Exemption	(check applicable)	Senior Freeze Exemption	n (check applicable)
Current monthly assessment is \$ gas and	and includes: (check app	plicable) heat,	hot water, electric,	air conditioning,
Special assessment S	Lot size x	or		·
Electricity Account Number:	Lot size A	Gas Account Number	:	
			· <del>_</del>	
9. Earnest Money Deposits Owner aut	horizes @properties to accept ea	rnest money from poten	tial purchasers to be held	by @properties in an
escrow account maintained in accordance				
brokerage commission, cooperating brok				
the transaction is consummated. It is exp				
default, @properties shall not be required				
the purchaser. Absent such instructions, in				
its sole discretion, deposit the earnest mo				
@properties may be reimbursed from the				
and/or for any legal fees/costs incurred i				wproperties harmless
from any and all claims and demands, inc	luding the payment of reasonable a	attorney's fees with respe	ect to the escrow.	
<b>10. Title Insurance Services</b> : By initialing insurance services through Proper Title. It estimates Owner's title charges and is ince	Proper Title is an affiliate of @pro			
(initial here)				
11. Indemnity: To the extent permittee				
managers, members, shareholders, direct expenses and reasonable legal fees arising				
the Property; (b) any misrepresentation by				
a dispute between any third party and @				
disposition of any earnest money deposit				
this Agreement by Owner. Owner agrees				
represents and warrants that it has person				
Parties shall not be liable for any persona				
parties, including without limitation, indi				
Owner's tenant of the foregoing. Except				
Parties liability for any breach of this Ag				
to the amount of compensation actually r	eceived and/or that would have be	een received by @proper	ties 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 agret 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

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. Noticest 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.

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.

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

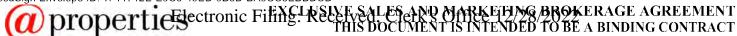
18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency contract or with whom they are working with as a customer. 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



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-DocuSigned by:



@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 pight, power or privilege preclude any other or further exercise thereof.

Owner Signature: Bob Carr Date: 4/15/203214DD402	Chiffelin
Owner Signatureı	Designated Agent Name (print):
Date:	Designated Agent MLS ID: 105437
Chicago Commons Nape	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print):	Peoria
Address:	@properties Office:
City: State: Zip:	@properties Office:  Managing Broker Signature: Pall   Pal
Phone:	Paul Blackhurn
Email:	4/45/0004
	Attorney Name:
Owner Name(s) (print):	
Address:	
City: State: Zip:	
Phone:	Phone:
Email:	Email:



### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Napervil	le LLC					
From: @properties 932 E. Chicago Property:	Naperville _City:_	IL State:	60540 Zip:_	-		
Date: 4/15/2021	_					
Thank you for selecting @properties to as	ssist you in your sale or	purchase.				
This is to give you notice that @prope settlement services for real estate transatransaction, and Proper Rate, LLC can a @properties, and @properties has a 49.9 LLC to you may provide @properties a	ctions. We have establ facilitate origination of 9% ownership interest	lished this re your mortg in Proper R	elationship so that l gage loan. Because	Proper Title, LLC Proper Title, LLC	C can facilitate the closi C is a wholly owned sul	ng of you bsidiary o
Set forth below is the estimated charge of available for Proper Rate, LLC financing condition for your purchase or sale. T SIMILAR SERVICES. YOU ARE FREITHE BEST RATE FOR THESE SERVICES.	products change on a d THERE ARE FREQUI E TO SHOP AROUND	laily basis. Y ENTLY OT	ou are NOT require HER SETTLEMEN	ed to use Proper T NT SERVICE PI	itle, LLC or Proper Rate ROVIDERS AVAILAB	e, LLC as a LE WITH
PROPER TITLE, LLC - RANGE ESTIM	IATED CHARGES (act	tual costs ma	ny 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 base		g and applica	able fees			
PROPER RATE, LLC - ESTIMATED C	HARGES (actual costs	may vary)				
<u>Lender Fee:</u> \$1,140 <u>Application Fee</u> : \$150						
ACKNOWLEDGMENT OF RECEIPT C	F DISCLOSURE					
I/we have read this disclosure form and u financial or other benefit as the result of t Docusigned by:						y receive a
Bob Carr						
signature 10039014DD402		[signat	ure]			
Chicago Commons Naperville	LLC					

[print name]



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[print name]



### 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, <u>do not initiate a transfer unless you have verified the wire instructions</u>. To verify the wiring instructions, call the company using a phone number that <u>you look up yourself</u>, not a phone number contained in the email or in any attachment contained in the email.



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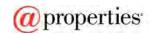


### Electronic Filing: Received, Clerk's Office CHRISTIE'S EXCLUSIVE SALES AND MARI BROKERAGE AGREEMENT THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE SALES	S MARKETING AGREEMENT ("	Agreement") is effect	ive as of the date it is fully of	executed (the "Effective Date") by
	erties, LLC d/b/a @properties   Chr	istie's International R	eal Estate ("@properties"),	a licensed real estate broker, and
Chicago Commons Naper	ville LLC		("Owner"), the owner of rea	al property ("Property") described
below. For the consideration	described herein, the receipt and suf	ficiency of which is h	ereby acknowledged, Owner	r grants @properties the exclusive
right to sell and market the P	roperty. The parties agree that the fol	lowing terms and con-	ditions will govern the sale a	and marketing of the Property.
1. Property:				
936 E CHICAGO	Avenue		Unit N	io.
		g. 60540		
City: NAPERVILLE	, State:	Zip:	County:DuPage	e 
Parking Space No:	(check all that apply) Deeded:	Assigned: Lin	mited Common Element:	Indoor:Outdoor:
Storage Space No:	(check all that apply) Deeded:	Assigned:Lin	mited Common Element:	
2. Price: \$	("List Price")			
	ed carpeting; built-in or stand-alone l		•	
	eatment hardware, blinds and shades			
			The	e following items are specifically
excluded:				
inadvertently fail to date this or termination, all obligation Owner's obligation to pay (o along with all other amounts extended by consent via electron statute, law, regulation, ord Agreement, including, witho Restriction"), the Term shall commissions due aproper refund. Erik Sachs we are commission below) at the List Price or su waxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	greement ("Term") shall commence of Agreement, the Effective Date shall be as of both parties shall cease, except or cause @properties to be paid) any of due @properties hereunder. Owner stronic mail of the Owner and the De inance, order, or decree that prohibe ut limitation, so called "shelter-in-planationatically he extended by one (1 of 1) not receive any compensation. In the event @properties produces the other price as Owner accepts in a chase price ("Sale Commission") progreement is cancelled or expires follect the Additional Fee from Owner	e the date upon which as otherwise provided and all Commissions and @properties ack signated Agent, definits or otherwise advector or "stay-at-home" day for each day such as buyer who is ready written contract, then was a superior to performance of any reason, Owner prior to performance of the contract of the contrac	the Agreement is fully executed herein; provided, however, (as defined below) or Lease nowledge and agree that the ed below. In the event that exercise affects the provision governmental orders (any order of the following and able to close on the exercise of the exercise of the exercise of the exercise of the services required here	ated and delivered. Upon expiration r, such termination shall not affect commissions (as defined below), at Term of this Agreement may be there exists a generally applicable of brokerage services under this of the foregoing, a "Governmental at it is in effect" to @properties—and the Transfer of Property (defined its a commission in the amount of arketing expenses (collectively, the Additional Fee upon demand.
months' rent ("Rental Commbe paid, in addition to the Rental Commission"). In the tenant (or such tenant's imme	a tenant during the term of this Agreenission") plus \$100 ("Additional Renterntal Commission, a sum equal to the event the Property is later purchased diate family members), then in additiverties the Sale Commission and Additional control of the sale c	al Fee"). In the event of the first month's rent for down to the Rental Community of the Rental Commun	the term of a lease is for more reach subsequent year, set n option to purchase is later mission, Additional Rental C	re than one year, @properties shall forth in the lease (the "Additional granted to and exercised by such Commission and Additional Rental
	itional Rental Fee are referred to coll			

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 bassed, and (iii) Owner has enterted 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 Page 1 of 7 05012022



### Electronic Filing: Received, Clerk's Office 12/28/2022 CHRISTIE'S 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.

**6. Potential Dual Agency**: The Designated Agent ("<u>Licensee</u>") 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.

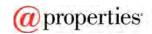
If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to select "Yes" below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By checking "Yes!" initialing and signing below, you acknowledge that you have 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 X 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 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 Warrants The Following Information To Be True And Correct:



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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 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.

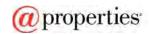
08-18-417-050 Permanent Index Number (s)	
Real estate tax for 2021	is \$ New
Homeowner Exemption Senior Citizen Homestead Exemption (	(check applicable) Senior Freeze Exemption (check applicable)
Current monthly assessment is \$ and includes: (check appl	·
Special assessment \$ Lot size x	or
Electricity Account Number:	Gas Account Number:
9. Earnest Money Deposits! Owner authorizes @properties to accept earnest account maintained in accordance with the existing law. At the closing, @p commission, cooperating brokerage commissions and other expenses or fees p is consummated. It is expressly understood that @properties shall not be liable shall not be required to act to disburse escrowed funds until @properties has a such instructions, in the event of a dispute with respect to the intended disp deposit the earnest money, less costs, with the clerk of the Circuit Court by the reimbursed from the earnest money for all costs, including reasonable attorfees/costs incurred in connection with the earnest money and Owner shall incommend and demands, including the payment of reasonable attorney's fees with respect to the intended disp that the clerk of the Circuit Court by the reimbursed from the earnest money for all costs, including reasonable attorfees/costs incurred in connection with the earnest money and Owner shall incommend demands, including the payment of reasonable attorney's fees with respect to the intended disposition.  10. Title Insurance Services: By initialing below, Owner or his/her attorney insurance services through Proper Title. Proper Title is an affiliate of @prope estimates Owner's title charges and is incorporated herein.	properties may withdraw from such earnest money deposit its brokerage and on behalf of, or at the direction of Owner, in the event the transaction of or acts in good faith as escrowee. In the event of a default, @properties received joint written instructions from Owner and the purchaser. Absent osition of funds in escrow, then @properties may, at its sole discretion, he filing of an action in the nature of an interpleader. @properties may be meys' fees, related to the filing of the interpleader and/or for any legal demnify defend, and hold @properties harmless from any and all claims ct to the escrow.
(initial here)	
11. Indemnity   To the extent permitted by law, Owner agrees to indemnify of members   shareholders, directors, officers   affiliates and successors (the "Inde and reasonable legal fees arising from (a) failure by Owner to disclose any fact (b) any misrepresentation by Owner to @properties or a purchaser; (c) any between any third party and @properties arising out of performance of this any earnest money deposit held by @properties, and personal injuries or recommendations set forth in our anti-fraud warning to consumers relating to we by Owner   Owner agrees to safeguard and/or remove any valuable personal warrants that it has personal property insurance on said personal property. Ow be liable for any personal injury, death, damage to the Property, or damage to without limitation, individuals or companies that provide home staging service the foregoing. Except for @properties or any of the Indemnified Parties willful breach of this Agreement or negligence in its or their performance of its compensation actually received and/or that would have been received by @p	emnified Parties") harmless from all claims, disputes, litigation, expenses is, damage or material defects, latent or otherwise, relating to the Property; dispute between Owner and purchaser or any third party, or a dispute Agreement, including without limitation disputes as to the disposition of death sustained by visitors to the Property; (d) failure to follow the vire transfers attached to this Agreement; or (e) a breach of this Agreement I property in the Property (e.g., jewelry or artwork) and represents and where further agrees that @properties and the Indemnified Parties shall not or theft of Owner's personal property caused by third-parties, including ces. If the Property is leased, Owner agrees to advise Owner's tenant of full misconduct, @properties' and the Indemnified Parties liability for any or their duties under this Agreement shall be limited to the amount of

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

05012022

Owner Initials DU \_\_\_\_ Page 3 of 7

or earlier termination of this Agreement.



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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 pationally 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.

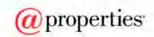
15. DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, 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.

accordance to MLS guidelines. Owners agrees and acknowledges that direction by the Owner to remove the Property from the MLS and/or 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 ML and PLN, and authorizes @properties to place the Property in the PLN within 24 hours, or upon the date as indicated below.	LS
(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 of the Prop	

@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

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At World Properties, LLC d/b/a

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.

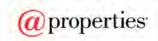
18. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom they have a buyer agency relationship or with whom they are working with as a customer. 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.

Owner Signature Bolo Carr	@properties   Christie's International Real Estate  Docusigned by:  Designated Agent Signature
8/8/2022—E100039014DD402 Date:	Designated Agent Name (print):
Owner Signature:	Designated Agent MLS ID: 105437
Date:	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Chicago Commons Naperville LLC Address:	@properties Office: Goose Islandusigned by:
City:State:Zip:	Managing Broker Signature faul Blackburn  Managing Broker Name (print):
Phone:	
Email:	
	Attorney Name:
Owner Name(s) (print):	
Address:	
City: State: Zip:	— City: State: Zip:
Phone:	- Phone:
Email:	– Email:





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### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Chicago Commons Naperville LLC				
From: @properties   Christie's International Real Estate 936 E CHICAGO Avenue	NAPERVILLE City:	IL	60540	
936 E CHICAGO Avenue Property:	City:	State:	Zip:	
Date: 8/8/2022				
Thank you for selecting @properties   Christie's Internation	nal Real Estate ("@properties"	) to assist you in	n your sale or purchase.	-
This is to give you notice that @properties has a business services for real estate transactions. We have established and Proper Rate, LLC can facilitate origination of your hand @properties has a 49.9% ownership interest in Prope provide @properties a financial or other benefit.	I this relationship so that Prop mortgage Ioan. Because Prope	er Title, LLC c r Title, <b>L</b> LC is	an facilitate the closin a wholly owned subsi	g of your transaction idiary of @properties
Set forth below is the estimated charge or range of charge available for Proper Rate, LLC financing products change condition for your purchase or sale. THERE ARE FREQU SERVICES. YOU ARE FREE TO SHOP AROUND TO RATE FOR THESE SERVICES.	on a daily basis. You are NOT ENTLY OTHER SETTLEMEN	`required to use NT SERVICE P	e Proper Title, LLC or l ROVIDERS AVA <b>I</b> LA	Proper Rate, LLC as a BLE WITH SIMILAF
PROPER TITLE, LLC - RANGE ESTIMATED CHARGI	ES (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 DISCLOSURI	Е			
I/we have read this disclosure form and understand that @ financial or other benefit as the result of this referral but the				
DocuSigned by:				
Bob Carr				
Signature	[signature]			
Chicago Commons Naperville LLC				
[print name]	[print name]			



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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.



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### 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 perta dwelling.	aining to elevated radon concentrations within the		
Purchaser's	Acknowledgment (initial each of the fo	llowing which applies)		
(e)	Purchaser has received copies of all information listed above.			
(f)	Purchaser has received the IEMA approved Radon Disclosure Pamphlet.			
		bove and each party certifies, to the best of his or ided is true and accurate.		
Seller Bob	(arr 39014DD402	Date 8/8/2022		
Seller		Date		
Purchaser		Date		
Purchaser	rigned by.	Date		
Agent May	Jul	Date 8/8/2022		
Agent		Date		
Prope	erty Address: 936 E CHICAGO Avenue			
	State, Zip Code: Naperville, 11 6054	0		

# Where the test should be conducted

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

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

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

# DO NOT MEASURE:

- room (because fan systems and humidity may in the kitchen, laundry room and bathaffect some detectors); or
- right next to a sump pump, as this may cause in crawl spaces, on floor or wall cracks, or 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;
- objects horizontally and directly above the at least four inches away from other 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

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

## After a radon reduction system is installed

ensure that the reduction system is effective. Perform an independent short-term test to 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
- 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



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

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





# Radon Testing Guidelines

For Real Estate Transactions

Example 1

B ecause of the unique nature of real estate innocial interests, the U.S. Environmental inspection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management adapted these protocols to conform with its radon regulations. These options are listed in a simplified form in the table below.

Recommendations for Real Estate Transactions

From Transactions

Real Estate Transactions

From Transactions

elevated levels are tound. It is not in the best of interest of the buyer or seller to rely on a radon measurement performed by anyone other than Elevated radon concentrations can easily be calculated by a qualified, licensed radon mitigated 5 licensed measurement professional or technicians have an indoor radon test performed prior to purchase or taking occupancy, and mitigated i elevated levels are found. It is not in the best Elevated radon concentrations can easily be

### Real Estate Transactions **Test Options for**

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

What to Look for i	What to Look for in Short-Term Real Estate Testing Options	Testing Options
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.		Two detectors, four inches apart, in each of the lowest structural in each of the lowest structural areas suitable for occupancy.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	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 Examples of short-term detectors used in real days. Most last between two and seven days. Fests between seven and 90 days are usually canisters, charcoal liquid scintillation vials, estate testing include: activated charcoal electret chambers and continuous radon impractical for real estate transactions. monitors.

# When do you average radon test results? The only time radon test results can be aver-

aged is when two test results are placed

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

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areas, the recommendation is to crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural

of 4.2 pCi/L and family room over fix the house.

If your tests don't agree, contact he IEMA-Division of **Nuclear Safety** 

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. If your simultaneous tests are not in

# Real Estate Radon Measurements Safety Recommendations for **IEMA-Division of Nuclear**

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Safety Radon Program if you are uncertain Contact the IEMA-Division of Nuclear about anything regarding radon testing.

www.radon.illinois.gov

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

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

# Disclosure of Radon Information

that a seller of a home disclose information if Illinois Real Property Disclosure Act require lending institutions, as well as home buyers, aware of unsafe concentrations of radon in However, many relocation companies and The Illinois Radon Awareness Act and the testing or remediation work be conducted. the home. The acts do not require that

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 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 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test, especially for tests less than 5 months of the short term test.

- the test. For tests lasting less than one week, heating or cooling systems normally during only operate air conditioning units that one week in duration. Operate home recirculate interior air.

ees are required to post Radon Measurement Note that professional measurement licensin Progress Notifications at every building

#### **Certificate Of Completion**

Envelope Id: AA60672FA5964273B7C300426B67B4A7

Subject: Review & Approve Listing Agreement for 936 E CHICAGO Avenue

Source Envelope:

Document Pages: 10 Signatures: 6

Certificate Pages: 5 Initials: 11 Erik Sachs AutoNav: Enabled 212 E. Ohio

**Envelopeld Stamping: Enabled** Chicago, IL 60611

Time Zone: (UTC-06:00) Central Time (US & Canada) eriksachs@atproperties.com IP Address: 34.204.123.166

#### Record Tracking

@properties Corp

(None)

Erik Sachs

Status: Original Holder: Erik Sachs Location: DocuSign

DocuSigned by:

eriksachs@atproperties.com 8/8/2022 1:43:05 PM

#### Signer Events Signature **Timestamp**

Erik Sachs Sent: 8/8/2022 1:54:04 PM Completed Viewed: 8/8/2022 1:59:47 PM eriksachs@atproperties.com

Using IP Address: 73.73.109.231 Security Level: Email, Account Authentication

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Bob Carr** 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

#### **Electronic Record and Signature Disclosure:**

Accepted: 8/8/2022 5:11:41 PM ID: a9ec9011-830f-497c-a143-bd128bf313f7

eriksachs@atproperties.com

@properties Corp

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

MLS Coordinator

docusign@atproperties.com @properties

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 9/27/2021 5:02:04 PM

ID: 596e29df-7d49-47b1-b9d1-effad1768d0e

Signed: 8/8/2022 2:00:07 PM

Status: Completed

Envelope Originator:

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

Sent: 8/8/2022 5:12:10 PM Viewed: 8/8/2022 5:20:35 PM Signed: 8/8/2022 5:20:45 PM

Signature Adoption: Drawn on Device Using IP Address: 73.73.109.231

Signed using mobile

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6B754F9B0D5944E

Sent: 8/8/2022 5:20:48 PM Completed

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Viewed: 8/9/2022 9:04:24 AM Signed: 8/9/2022 9:31:01 AM

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

In Person Signer Events

In Person Signing Host:

MLS docusign@atproperties.com

In Person Signer: Paul Blackburn

Security Level: In Person

Signature

Paul Blackburn
980C7921BE8F4D0

Signature Adoption: Pre-selected Style Using IP Address: 165.225.60.55

Timestamp

Sent: 8/9/2022 9:31:04 AM Viewed: 8/9/2022 9:34:10 AM Signed: 8/9/2022 9:34:19 AM

#### Electronic Record and Signature Disclosure:

Accepted: 8/9/2022 9:34:10 AM

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
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	8/8/2022 1:54:04 PM 8/9/2022 9:34:10 AM 8/9/2022 9:34:19 AM 8/9/2022 9:34:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Discl	osure	

#### **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 â€~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); Safariâ,,¢
	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

<sup>\*\*</sup> 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 â€⁻I agree' button below.

By checking the â€T agreeâ€TM 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 MARKETIN by and between At World Prop Chicago Commons Naperville L	erties, LLC d/b/a @properties ("@pr	e as of the date it is fully executed (the " <u>Effective Date</u> ") operties"), a licensed real estate broker, and Dwner"), the owner of real property (" <u>Property</u> ") described
	ein, the receipt and sufficiency of which is here	by acknowledged, Owner grants @properties the exclusive ons will govern the sale and marketing of the Property.
1. Property: 908 E. Chicago Ave.		
Address:		Unit No:
Naperville City:	, State:Zip:	Dupage County:
		ed Common Element: Indoor: Outdoor:
2. Price: \$(" <u>Lis</u>	st Price'')	
and filtering equipment; fixed carpeting; bu	uilt-in or stand-alone kitchen appliances, equip	er, sump pumps; central heating and cooling; humidifying ment, and cabinets; storm and screen windows and doors; blace screen; planted vegetation; garage door openers and The following items are specifically
excluded:		
parties inadvertently fail to date this Agreen expiration or termination, all obligations of not affect Owner's obligation to pay (or defined below), along with all other amou Agreement may be extended by consent via generally applicable statute, law, regulations revices under this Agreement including forgoing a "Guernmental Restriction" of effect. Commissions due @properties commissions due @properties commissions in the every defined below) at the List Price or such of amount of amount of a commission. In the every defined below) at the List Price or such of amount of a commission. In the every defined below) at the List Price or such of amount of a commission. In the every defined below at the List Price or such of amount of a commission. In the every defined below, "Additional Fee"). If this Agreement with equivalent to the first months' rent ("Rental year, @properties shall be paid, in addition lease (the "Additional Rental Commission" and exercised by such tenant (or such to Commission and Additional Rental Fee, On Fee, Rental Commission, Additional Rental a tenant, including failure to pay rent, show Commission from the first month's rent che (a) upon the closing of any sale, lease, exclusing of any Transfer of Property") prior to the Transfer of Property resulted from the service closing of any Transfer of Property within Property was submitted prior to the Termina Term or Protection Period (a "Default"). Termination Date has passed, and (iii) Own broker during the Protection Period, other licensed real estate broker. The date deemed the date of closing of a Transfer of is hereby authorized to share the Commiss @properties, or the buyer. The actual all	both parties shall cease, except as otherwise pause @properties to be paid) any and all Counts due @properties hereunder. Owner and @a electronic mail of the Owner and the Designan, ordinance, order, or decree that prohibits of the Iring and all counts due @properties hereunder. Owner and @a electronic mail of the Owner and the Designan, ordinance, order, or decree that prohibits of the Iring and all of the Iring and the Iring and I	and continue until one year from the Effective Date. If the which the Agreement is fully executed and delivered. Upon rovided herein; provided, however, such termination shall missions (as defined below) or Lease Commissions (as properties acknowledge and agree that the Term of this ted Agent, defined below. In the event that there exists a rotherwise adversely affects the provision of brokerage of the contract of the provision of brokerage of the contract o
Owner Initia BC	Page 1 of 7	03052021

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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 @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.

<u>6. Potential Dual Agency</u>: The Designated Agent ("<u>Licensee</u>") 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.

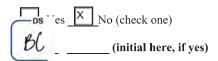
#### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

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.



- 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.

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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.

to soproporties the cooperative documents including without immunion the proprietary lease, stock certificate, trust agreement, a	ara oyraws.
Owner Warrants The Following Information To Be True And Correct:	
Permanent Index Number (s)	
Real estate tax for 2021 is \$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,
Special assessment \$ Lot size x or	
gas and	
9. Earnest Money Deposits: Owner authorizes @properties to accept earnest money from potential purchasers to be held be escrow account maintained in accordance with the existing law. At the closing, @properties may withdraw from such earned brokerage commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of the transaction is consummated. It is expressly understood that @properties shall not be liable for acts in good faith as escrow default, @properties shall not be required to act to disburse escrowed funds until @properties has received joint written instruct the purchaser. Absent such instructions, in the event of a dispute with respect to the intended disposition of funds in escrow, ther its sole discretion, deposit the earnest money, less costs, with the clerk of the Circuit Court by the filing of an action in the natu @properties may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing and/or for any legal fees/costs incurred in connection with the earnest money and Owner shall indemnify, defend, and hold of from any and all claims and demands, including the payment of reasonable attorney's fees with respect to the escrow.	by @properties in an est money deposit its of Owner, in the event wee. In the event of a tions from Owner and n @properties may, at ure of an interpleader. ng of the interpleader @properties harmless
10. Title Insurance Services: By initialing below, Owner or his/her attorney of choice shall have the option to order title insurance services through Proper Title. Proper Title is an affiliate of @properties, as detailed in the Affiliated Business Disclose 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 managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or the Property; (b) any misrepresentation by Owner to @properties or a purchaser; (c) any dispute between Owner and purchaser a dispute between any third party and @properties arising out of performance of this Agreement, including without limitati disposition of any earnest money deposit held by @properties, and personal injuries or death sustained by visitors to the Properthis Agreement by Owner. Owner agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jew represents and warrants that it has personal property insurance on said personal property. Owner further agrees that @properties Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Owner's personal properties, including without limitation, individuals or companies that provide home staging services. If the Property is leased, Or Owner's tenant of the foregoing. Except for @properties' or any of the Indemnified Parties willful misconduct, @properties' Parties liability for any breach of this Agreement or negligence in its or their performance of its or their duties under this Agreement.	s, disputes, litigation, otherwise, relating to ror any third party, or ion disputes as to the erty; or (d) a breach of welry or artwork) and as and the Indemnified perty caused by third-owner agrees to advise and the Indemnified and the Indemnified

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

to the amount of compensation actually received and/or that would have been received by @properties under this Agreement. This Section 11 shall

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,

Owner Initia Page 3 of 7 03052021

survive expiration or earlier termination of this Agreement.

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.

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



Page 4 of 7 03052021

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

DocuSign Envelope ID: C11400D4-A9E1-4EDE-86F4-739A606DD437

DocuSigned by:



@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.

Owner Signature:	At World Properties, LLC d  Designated Agent Signature:
Owner Signature:	Designated Agent Name (print):
Date:	Designated Agent MLS ID: 105437
	Designated Agent Email: eriksachs@atproperties.com
Owner Name(s) (print): Chicago Commons Naperville LLC	
Address:	@properties Office: @properties
City: State: Zip:	Managing Broker Signature:
Phone:	Managing Broker Name (print):
Email:	Date: 3/12/2022
	Attorney Name:
Owner Name(s) (print):	Firm:
Address:	Office Address:
City: State: Zip:	City: State: Zip:
Phone:	Phone:
Email:	Email:



#### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

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 you 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 rate 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 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 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



Page 6 of 7 03052021

[print name]

[print name]



#### 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 Initia

Page 7 of 7 03052021



### 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)	are known to be present within the dwelling		•
BC	_ (b)	Seller has provided the purchaser with the elevated radon concentrations within the dw		
	_ (c)	Seller either has no knowledge of elevated elevated radon concentrations have been m		
Bl	_ (d)	Seller has no records or reports pertaining dwelling.	g to	elevated radon concentrations within the
Purchaser's Acknowledgment (initial each of the following which applies)				
	_ (e)	Purchaser has received copies of all information	ation	listed above.
	_ (f)	Purchaser has received the IEMA approved	d Rad	don Disclosure Pamphlet.
Agent's	Ackno	wledgement (initial IF APPLICABLE)		
1	<u> (g)</u>	Agent has informed the seller of the seller's	obliç	gations under Illinois law.
Certific	ation of	f 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 _			ate _	3/17/2022
Seller _	-1000	39014DD402 Da	ate _	
Purchas	ser	Da	ate _	
Purcha		ned by:	ate _	
Agent	Rush	uluDa	ate _	3/17/2022
Agent _	6B754F	Da	ate _	
	•	ty Address: 908 E. Chicago Ave.		_
	City, St	tate, Zip Code: Naperville, IL 60540		

## **EXHIBIT 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

This instrument was prepared by:

Eric M. Prechtel Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540 DOCUMENT # R2022-073206

#### 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 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

Its: Manager

STATE OF ILLINOIS

) SS.

COUNTY OF JURGOR

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 7

2022

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)

Granted 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.
- 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 <u>R2009-115012</u>. (affects underlying)
- 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:

Jod. Marstadt 912 E. Chicago Ave Naporalle, Fr 100540

THIS SPECIAL WARRANTY DEED is made this 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

	A STATE OF THE PARTY OF THE PAR	
Dated this 21sr_day	of Sunc	, 2021.

Chicago Commons Naperville, LLC, an Illinois limited liability company

By:

Robert Carr

Its: Manager

STATE OF ILLINOIS

) SS.

COUNTY OF DELY

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 Widay of June

Motary Public

STATE/COUNTY TRANSFER STAMP

TAMMY R DAY OFFICIAL SEAL otary Public, State of Illinois ly Commission Expires October 01, 2024

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 3,619.50 Payment Amount: CHECK\*: 0549\* 3,619.50

Transaction Amount:



# 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.
- 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.
- 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 <u>R2009-115012</u>. (affects underlying)
- 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 STE B
Chapernile, 12
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 of 937 Anne Road, Naperville, IL 60540 ("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 day of Access, 2021.

Chicago Commons Naperville, LLC, an Illinois limited liability company

Bv:

Robert Carr

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF LELLER

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

av of 4- ROCKET

Notary Public

STATE/COUNTY TRANSFER STAMP

TAMMY R DAY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 01, 2024

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 ... 09/03/2021 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: 08-18-417-045 (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.
- 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.
- Ordinance granting variances on the land by the City of Naperville, recorded February 6, 2019 as Document Number <u>R2019-008787</u>, 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 145 1/2

This instrument was prepared by:

Eric M. Prechtel Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540 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

Mail after recording to:

Robert Di Silvestro 5231 N. Harlem Avenue Chicago, Illinois 60656

THIS SPECIAL WARRANTY DEED is made this 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.

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

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF DOOR

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 Aday of October

. 2022.

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.
- Ordinance approving conditional use of the land by the City of Naperville, recorded February 6, 2019 as Document Number <u>R2019-008786</u>, 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 <u>R2009-115012</u>. (affects underlying)
- 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

DOCUMENT # R2022-095791

#### This instrument was prepared by:

Eric M. Prechtel Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540

#### Mail after recording to:

Anthony Apa, Jr. & Lisa Apa 924 E Chicago Ave. Naperville, IL 60540

THIS SPECIAL WARRANTY DEED is made this  $4^{th}$  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 22009339WH

Dated this UM day of Ocnobre 2022.

Chicago Commons Naperville, LLC, an Illinois limited liability company

By:

Robert Carr

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF LUDGE

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

day of October, 202

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.
- 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.
- 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)
- 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
09/14/2021 01:58 PM
RHSP
COUNTY TAX STAMP FEE 660.00
STATE TAX STAMP FEE 1,320.00

DOCUMENT # R2021-137352

This instrument was prepared by:

Caitlin Csuk Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540

Mail after recording to:

Mauk Metzger 1 HOF WILL FOR HOF

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 tenate by the artisty ("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 by day of Nort , 2021.

Chicago Commons Naperville, LLC, an Illinois limited liability company

By:

Robert Carr

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF LA

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

, 2021

Notary Public

## STATE/COUNTY TRANSFER STAMP

Mail tax bills: Tim Whall and Barbara Whall 928 E Chicago Ave. Naperville, IL 60540

City of Naperville, it.

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)
- 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 22005551WH

This instrument was prepared by:

Eric M. Prechtel Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540 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

DOCUMENT # R2022-064845

Mail after recording to:

Jill Beda Daniels 29 S. Brainard Ave. LaGrange, IL 60525

THIS SPECIAL WARRANTY DEED is made this 212 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 21 tay of June, 2022.

Chicago Commons Naperville, LLC, an Illinois limited liability company

ву: 💆

Robert Carr

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF DARRES

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

. 2022

Jotary Public

### STATE/COUNTY TRANSFER STAMP

Mail tax bills: **grantee address** Stephen & Julia Landry 932 E Chicago Ave. Naperville, 1L 60540



## 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.
- 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.
- 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.
- 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)
- 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.

22006218WH CT DNP 45 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

DOCUMENT # R2022-084228

This instrument was prepared by:

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

Madison Street, Suite 401

SHOBHIT

JAIN

THIS SPECIAL WARRANTY DEED is made this 18 day of August, 2022, by CHICAGO

MONS NAPERVILLE, LLC on Illinois limited liability. COMMONS NAPERVILLE, LLC an Illinois limited liability company ("Grantor"), to Shobit Jain and Supna Jain, husband and wife attenants by the entirety, 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 18 day of August , 2022.

Chicago Commons Naperville, LLC, an Illinois limited liability company

By:

Robert Carr

Its: Manager

STATE OF ILLINOIS

SS.

COUNTY OF DE POSE

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

2022

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)

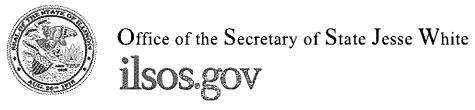
#### EXHIBIT B

#### 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.
- 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.
- 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)
- 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.

## **EXHIBIT 3**

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## Corporation/LLC Search/Certificate of Good Standing

## LLC File Detail Report

File Number	00389722
Entity Name	AT WORLD PROPERTIES, LLC
Status	ACTIVE
Entity Informa	ation
Principal Office 806 NORTH PEO CHICAGO, IL 606	
Entity Type LLC	
Type of LLC Domestic	
Organization/Ad Friday, 17 March	
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

Corporation/LLC Search/Certificate of Good Standing Electronic Filing: Received, Clerk's Office 12/28/2022

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)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office.

Mon Dec 19 2022