

REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement")

Chicago, Illinois

1. **PARTIES:** FCBT Holdings, LLC, Series _____, an Illinois limited liability company series ("Seller") agrees to sell and convey to: _____ ("Purchaser") and Purchaser agrees to buy from Seller all of Seller's rights, title and interest in and to the Property (as defined in Section 2. below) for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The real estate located within the County of Cook, State of Illinois commonly known as _____ and having a permanent index number of XX-XX-XXX-XXX-0000 (the "Real Estate"; Seller reserves the right to provide exact legal description of the Real Estate prior to Closing); together with (a) hereditaments, tenements and appurtenances to the land, including right, title and interest of Seller, if any, in and to adjacent streets, alleys, or rights-of-way; (b) Seller's interest in and to any, licenses, and permits with respect to the Property, if any and solely to the extent transferrable and (c) all leases of any of the above real property to tenants, if any ("Leases"); all of the above herein collectively called the "Property".

3. PURCHASE PRICE: CALCULATION OF PURCHASE PRICE

A. **HIGH BID PRICE:** \$ _____

BUYER'S PREMIUM:

(Equal to ___% (____percent) of the High Bid) \$ _____

TOTAL PURCHASE PRICE: (A+B) \$ _____

Payable in U.S. dollars by Purchaser as follows:

B. **INITIAL EARNEST MONEY:** Simultaneously with the execution of this Agreement Purchaser shall deposit with Escrow Agent a sum equal to \$ _____ (_____ Dollars) payable in the form of a cashier's check made payable to the order of _____ ("Escrow Agent"), the receipt of which is hereby acknowledged.

C. **ADDITIONAL EARNEST MONEY:** If the Initial Earnest Money is less than ten percent (10%) of the Total Purchase Price, the Purchaser shall make an Additional Earnest Money payment, the amount of which, when taken together with the Initial Earnest Money shall equal ten percent (10%) of the Total Purchase Price ("Additional Earnest Money"). The Additional Earnest Money shall be payable by cashier's check and made payable to the order of and delivered to Escrow Agent not less than five business days after execution of this Agreement.

D. **BALANCE OF PURCHASE PRICE:** The balance of the Purchase Price plus or minus prorations and Closing adjustments, if any, shall be paid at the Closing of this transaction ("Closing") and must be paid by wire transfer of funds or by other good funds (as defined in 215 ILCS 155/26(c)) acceptable to the escrowee of the deed and money escrow for the Closing.

E. **CASH, NON-CONTINGENT SALE AND PURCHASE:** This is an all-cash sale and purchase and it is NOT contingent upon Purchaser obtaining financing even though Purchaser may apply to a lending institution of Purchaser's choice for a loan. Purchaser understands and agrees that neither receipt of a commitment from such a lending institution, acceptance of such a commitment, nor satisfaction or failure to satisfy any condition set forth in such a commitment shall in any way be conditions to or excuse the performance of Purchaser's obligations under this Agreement.

4. **ESCROW:** Escrow Agent will hold all Earnest Money in a non-interest bearing account any and all monies received by it directly or through its agents, employees or its Attorneys until Closing or the Purchase Agreement is canceled in accordance with its terms. Seller and Purchaser hereby agree that, in the event either Seller or Purchaser directs Escrow Agent to disburse funds that are then being held in escrow, the party making such request or receiving such funds shall indemnify, defend and hold harmless Escrow Agent or any other Escrow Agent engaged in connection with the Closing of this transaction from and against any loss, liability or expense (including reasonable attorney's fees) arising from said disbursement unless incurred by reason of gross negligence or fraud. Escrow Agent reserves the right to interplead any dispute arising in connection with this provision. Provided the Purchase Agreement has not theretofore been cancelled or terminated in accordance with its terms, the initial Escrow Agent shall transfer all monies then being held to the Title Company not more than three business days nor less than one business day prior to Closing, to be held by the Title Company pursuant to escrow instructions executed by Seller and Purchaser.
5. **TITLE INSURANCE:** Seller has delivered to Purchaser a Preliminary Title Insurance Commitment ("Commitment") issued by Chicago Title Insurance Company the ("Title Company") dated _____, 2012 and, identified as commitment number _____. If Purchaser desires an Owner's Policy of Title Insurance ("Owner's Policy"), the Title Company shall issue such Owner's Policy at Purchaser's expense, in the full amount of the Purchase Price, dated as of Closing, insuring Purchaser's fee simple title to the Property subject to Permitted Exceptions (as hereinafter defined). Purchaser has reviewed the Commitment, to the extent deemed necessary, has obtained copies of all Documents of Record (as hereinafter defined) and by execution of this Agreement hereby waives any and all objections to any defects, encumbrances, liens, encroachments, easements, or other matters disclosed by the Commitment, with the exception of any mortgage liens and security interests of any Mortgage Holder ("Financing Liens"), if any, for which appropriate releases, payoffs, and/or termination statements will be delivered at Closing. All such matters disclosed by the Commitment other than the Financing Liens are referred to as the "Permitted Exceptions". If the Title Company is not able to issue or commit to issue the Owner's Policy at the Closing because of a defect in, or encumbrance on, title to the Property other than Permitted Exceptions, and Purchaser objects to such title defect or encumbrance, Seller shall be entitled to delay the Closing for up to 30 days for purposes of attempting to clear such encumbrance from title or procuring title insurance over such defect or encumbrance. In the event Seller does not clear such item or procure title insurance over same within the time provided, this Agreement will thereupon terminate and all Earnest Money shall be returned to Purchaser, unless Purchaser waives any such defect and elects to proceed to Closing without adjustment or setoff. Notwithstanding anything in this Agreement to the contrary; (a) Purchaser need not obtain a title insurance policy from the Title Company; and (b) if Purchaser desires to purchase a title insurance policy from any other company, Purchaser may do so at Purchaser's discretion and at Purchaser's sole cost and expense; and (c) Purchaser agrees that in the event Purchaser decides not to obtain a title insurance policy nor pay the cost thereof to the Title Company, Purchaser shall notify Seller of that fact at least fifteen (15) days prior to the Closing Date (and in the absence of such notice, it shall be conclusively presumed that Purchaser desires an Owner's Policy issued by the Title Company at Purchaser's expense); and after Seller's receipt of such notice, (i) Seller need not furnish an Owner's Policy to Purchaser; (ii) Seller shall not be obligated to cause any title company chosen by Purchaser to omit an exception to title if the Title Company is willing to insure Purchaser's title without such exception; (iii) the foregoing procedure shall not delay Closing; and (iv) any costs incurred by Seller caused by Purchaser's election shall be paid by Purchaser.
6. **SURVEY:** Purchaser shall have the right to obtain a survey of the Property at Purchaser's sole cost, and upon reasonable advance notice to Seller, Seller shall cooperate in providing access to the Property to Purchaser's surveyor as shall be reasonably necessary to complete such survey. Purchaser shall indemnify, defend and hold harmless Seller, its members, employees, agents, successors and assigns, from and against any and all claims, suits causes of action, losses, costs and liabilities arising from or related to entry on the Property by Purchaser or any agent of Purchaser in connection with the preparation of any such survey. In no event shall Purchaser's obtaining a survey delay or prevent Closing, and any matter shown in Purchaser's survey shall be deemed an additional Permitted Exception(s).

7. **CLOSING:** The Closing of the sale shall take place pursuant to the standard form of deed and money escrow generally utilized by the Title Company, at the offices of the Title Company located at 2400 N. Ashland Ave., Chicago, Illinois, or as otherwise mutually agreed by the parties, on or before the **thirtieth (30th) day following execution of this Agreement** (or the first business day following such thirtieth day, should such thirtieth day fall on a day which is not a normal business day) ("Closing Date"), unless Seller and Purchaser mutually agree to change such date in writing.

8. **CLOSING DOCUMENTS:**

A. At the Closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) Duly executed and acknowledged Quitclaim Deed conveying title in fee simple to the Real Estate subject to the Permitted Exceptions;
- (2) A mark-up of the Commitment, subject to the Permitted Exceptions and such other matters as may have been approved by Purchaser pursuant to Paragraph 5 hereof which shall be issued by the Title Company as the Owner's Policy after Closing;
- (3) Internal Revenue Code Affidavit pursuant to Section 1445 stating that Seller is not a foreign entity within the meaning of the Internal Revenue Code (unless Section 1445 is not applicable to the subject transaction);
- (4) State, county and local real estate transfer declarations, to the extent applicable, which Purchaser shall execute at the Closing;
- (5) A quit-claim assignment of the Leases, if any, and executed notices of sale to any tenants;
- (6) Signed escrow instructions and Closing statement setting forth the Total Purchase Price and all debits and credits to Purchaser and Seller in connection with this sale;
- (7) Copies of all Leases and Service Agreements, if any, to the extent within Seller's possession or reasonable control; and
- (8) Such documents as may be necessary to clear any exceptions to title that are not Permitted Exceptions.

B. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

- (1) The Total Purchase Price plus or minus prorations and adjustments, if any; and
- (2) A signed counterpart of the Closing statement;

and Purchaser shall execute such other and further documents necessary to close this transaction as required by the Title Company.

9. **POSSESSION:** Possession of the Property shall be delivered to Purchaser at Closing.

10. **SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:**

A. **SELLER'S EXPENSES:** All costs of releasing and recording any release of mortgage required by the terms of this Agreement; one-half (1/2) of any escrow fee (unless Purchaser purchases the Property with proceeds of a purchase money mortgage loan); state, county and municipal transfer taxes as

required by applicable statute or ordinance.

- B. PURCHASER'S EXPENSES:** All recording costs associated with the transaction at the Title Company's standard flat rate for recording of documents; municipal transfer taxes as required by ordinance; the full amount of any money lender's escrow; expense of ALTA Owner's Policy and Mortgage Title Policy (if applicable); one-half (1/2) of any escrow fee (unless Purchaser purchases the Property with proceeds of a purchase money mortgage loan, in which case Purchaser shall pay the entire escrow fee); the cost of extended coverage and any endorsements or additional insurance required by the Purchaser or the Purchaser's Lender; Purchaser's real estate brokerage fee if not provided for in this Agreement; Seller's attorney fee at a flat rate of \$750.00; and Purchaser's attorney's fee and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

11. PRORATIONS AND ADJUSTMENTS: The following shall be prorated and adjusted between Seller and Purchaser as of the time of Closing, except as otherwise expressly provided herein:

- A. Real estate tax proration shall be based upon 100% of the most recent ascertainable tax bill.
- B. Rent payments under any Leases received by Seller by the Closing.
- C. Such other items that are customarily prorated in transactions of this nature shall be ratably prorated as of the time of Closing.

Except as expressly provided herein, all prorations shall be final.

12. DEFAULT:

- A. Subject to Section 13, and unless otherwise provided for herein, if Purchaser fails to comply with the terms and conditions hereof, Seller may terminate this Agreement, in which event the Earnest Money, plus accrued interest, if any, shall be due and payable to Seller as its sole liquidated damages. Purchaser shall be liable for payment of both the Initial Earnest Money and Additional Earnest Money if not previously paid. The parties agree that actual damages in the event of default are difficult to ascertain and further agree that the amount set forth as liquidated damages is a reasonable estimate of the damages to Seller in the event of Purchaser's default. Such sum is intended to be liquidated damages, and not a penalty.
- B. Subject to Section 13, if Seller defaults, Purchaser may elect to obtain a return of the Earnest Money and accrued interest, if any, as liquidated damages. Purchaser acknowledges and agrees that under no circumstances shall Seller be liable for Purchaser's damages, consequential, actual, punitive, speculative, or otherwise. This provision shall constitute Purchaser's sole rights at law and equity.

13. RIGHT TO CURE: Purchaser and Seller hereby agree that in the event either party notifies Escrow Agent in writing that the other party has breached this Agreement by reason of failure to timely deposit the Earnest Money or to timely close the transaction or for any other reason as set forth in this Agreement and that the non-defaulting party has thereby elected to declare a default, ("Default Notice") the Escrow Agent shall notify the defaulting party in writing as to the same. Defaulting party shall have five (5) business days from the date Escrow Agent notifies defaulting party of the Default Notice to dispute the notice in writing to the Escrow Agent and the non-defaulting party. In the event defaulting party fails to dispute such Default Notice in writing, within said five-day period, then, Escrow Agent is hereby authorized by both parties to remit the Earnest Money and accrued interest, if any, to the non-defaulting party, reduced by the Escrow Agent's actual expenses described above. Purchaser and Seller hereby agree to indemnify, save harmless and agree to defend Escrow Agent from and against any claims, demand, costs or damages (including reasonable attorney's fees) incurred by Escrow Agent and arising from or out of or with respect to Escrow Agent's duties as Escrow Agent or from complying with a written direction or demand from either party to disburse monies held in escrow.

- 14. CONDEMNATION:** If, prior to the Closing Date, condemnation proceedings are commenced against any material portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) business days after Purchaser is advised of the commencement of such condemnation proceedings and the Earnest Money shall be refunded to Purchaser, or Purchaser shall have the right to proceed to consummate the purchase of the Property, in which event Purchaser may appear and defend any such condemnation proceedings, and any award in condemnation shall become the Property of Purchaser and the Purchase Price shall not be reduced.
- 15. RISK OF LOSS:** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.
- 16. BROKER'S COMMISSION:** Seller shall cause to be paid a broker's commission to _____ ("Auctioneer/Broker") (and _____, a registered cooperating broker) upon and in accordance with the terms and conditions set forth in the Listing Agreement and Purchaser hereby warrants that the cooperating broker, if any, complied with the terms and conditions of the Terms of Sale. Seller and Purchaser agree that all Brokers' commissions shall be paid simultaneously with, and as a condition precedent to, any disbursements made at Closing. This paragraph and disbursement instructions may not be amended or revoked without the prior written consent of Broker. Purchaser represents and warrants that no broker, sales agent or finder other than the registered cooperating broker referenced in this paragraph was instrumental in identifying, showing or selling the Property to Purchaser. Each party hereto agrees to indemnify the other party and all those parties claiming through them from and against any claims by any other broker other than _____ with whom the indemnifying party may have dealt.
- 17. AGENCY DISCLOSURE.** The listing auctioneer/broker, _____ and its sales agents ("Listing Company") represent Seller. The Listing Company owes duties of trust, loyalty and confidence to Seller only. While the Listing Company has a duty to treat Purchaser honestly, the Listing Company is Seller's agent and is acting on behalf of Seller and not Purchaser. Any cooperating broker will be recognized as a Purchaser's agent. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES PRIOR TIMELY NOTICE BY LISTING OR SELLING COMPANY THAT LISTING COMPANY IS SELLER'S AGENT.
- 18. CONSULT YOUR ATTORNEY:** THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY SELLER, BROKER, THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING. NEITHER THE SELLER NOR THE BROKER CAN GIVE YOU ANY LEGAL ADVICE.
- 19. NO REPRESENTATION; PURCHASER'S DUTY TO REVIEW; AS-IS:** SELLER IS CONVEYING THE PROPERTY TO THE PURCHASER ON AN AS-IS BASIS, WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. PURCHASER ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT AND REVIEW THE PROPERTY, AND ACKNOWLEDGES THAT IT SHALL ACCEPT THE PROPERTY FROM SELLER ON AN AS-IS BASIS. PURCHASER ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY THROUGH FORECLOSURE, DEED-IN-LIEU OR SIMILAR LEGAL PROCESS AND THEREFORE HAS NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY AND CONSEQUENTLY SELLER MAKES NO REPRESENTATIONS WHATSOEVER REGARDING THE PROPERTY AND PURCHASER IS NOT RELYING ON ANY SUCH REPRESENTATIONS. Specifically, but without limiting the generality of the foregoing, Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, site plan, plats, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, the Broker or others, including, but not limited to, any relating to the description or physical condition of the Property, or the dimensions of the Property or any other

physical characteristics thereof, estimated real estate taxes for the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, compliance or non-compliance with zoning, building code, sanitation code, environmental regulation or any other statute, ordinance or governmental rule affecting the Property, or any other data, except as may be specifically represented herein. Purchaser acknowledges that Purchaser has relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representation on behalf of Seller; and Purchaser further represents that neither Seller nor any representative of the Seller has made any representations to Purchaser concerning the condition of the real estate or the improvements thereon; and Purchaser represents that Purchaser is relying entirely on their personal inspection as to the condition of the real estate and any improvements thereon. No oral representation or statements shall be considered a part of this Agreement. Purchaser agrees; (a) to purchase the Property without offset or any claim against, or liability to, Seller or its agents; and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this paragraph shall survive the Closing.

- 20. CONDITION OF PROPERTY AND PERSONAL PROPERTY:** In addition to the matters set forth in the preceding paragraph, Purchaser acknowledges it is not relying on any representations, statements or guarantees, including but not limited to, representations regarding the size of the lot, the presence or absence of toxic or hazardous substances, zoning, building or sanitation code violations or other violations of applicable statutes, ordinances or rules, or the existence of any encroachments or unrecorded easements, prior or subsequent to Closing. Purchaser acknowledges that no personal property is included as part of the transaction.
- 21. TOXIC/HAZARDOUS SUBSTANCES:** Purchaser assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence of radon gas, lead paint, asbestos or any other toxic or hazardous substance in or about the Property. Purchaser fully and forever releases any and all liabilities, expenses and damages, whether now or hereafter known, which Purchaser have or may hereafter have against Seller, its officers, employees, agents and contractors. Purchaser releases and indemnifies Seller, its officers, employees, agents and contractors, from and against any loss, damage, cost or expense (including Attorney's Fees), relating to any claim concerning the presence of radon gas, asbestos or other toxic or hazardous substances in or about the Property, or come in contact with the Property, which claim is made by Purchaser, or any person Purchaser allows to reside in or about the Property or come in contact with the Property. This provision shall survive delivery of the deed and the Closing.
- 22. NOTICES:** All notices, elections, consents, demands and communications (collectively called "Notices" or individually called "Notice") shall be in writing and delivered personally or by registered or certified mail return receipt requested, postage prepaid, express mail or by commercial carrier and, if sent to Purchaser, addressed to Purchaser at Purchaser's address and, if sent to the Seller, addressed to the Seller at Seller's address each stated on the signature page of this Agreement with a copy to the Broker whose address is stated on signature page of the Agreement. Copies of Notices shall be sent to the attorneys for the respective parties, if identified on the signature page. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the express mail service within the United States of America, except that a Notice of a change of address shall be deemed given when actually received. Seller's or Purchaser's affidavit of the date and time of deposit in a mailbox or with the express mail service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given. Notice may also be given by email or facsimile to the email addresses or fax numbers of the parties set forth herein (if any), provided that the sending party shall retain a machine-generated proof of transmission of same and shall make such proof of transmission available to any intended recipient upon demand. Notices given by email or facsimile shall be deemed received at the time transmitted, except that notices so transmitted outside normal business hours (9:00 am to 5:30 pm, Monday through Friday, excluding Federal holidays) shall be deemed received at 9:00 am the next following business day.

- 23. NO RECORDING:** Neither this Agreement nor any type of memorandum thereof shall be recorded with the office of the Recorder of Deeds or with any other governmental agency, and any purported recordation nor filing hereof by Purchaser shall constitute a default on the part of Purchaser.
- 24. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements. There are no representations, agreements arrangements or understandings oral or written between the parties, including the Broker, relating to the subject matter contained in this Agreement that is not fully expressed or referred to herein.
- 25. SUCCESSORS AND ASSIGNS:** The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Seller, Seller's heirs, legal representatives and its successors and assigns. Purchaser may not assign this Agreement without prior written consent of Seller.
- 26. REAL ESTATE SETTLEMENT PROCEDURES ACT:** Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.
- 27. JOINT PURCHASERS:** The term "Purchaser" shall be read as "Purchasers" if more than one person is the Purchaser of the Property, in which case their obligations shall be joint and several.
- 28. FURTHER ASSURANCES:** Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time after execution of this Agreement whether before or after the Closing, as such other party may reasonably request in order to effectuate the provisions of this Agreement or the transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to this transaction, provided that neither party shall be required to incur any material expense in connection therewith.
- 29. SEVERABILITY:** If any clause or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction as against any person or under any circumstances, the remainder of this Agreement and the applicability of any such clause or provision to other persons or circumstances shall not be affected thereby. All other clauses or provisions of this Agreement, not found invalid or unenforceable shall be and remain valid and enforceable.
- 30. TIME:** Time is of the essence of this Agreement.
- 31. STRICT COMPLIANCE / WAIVER:** Any failure by either party to insist upon strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Agreement.
- 32. GOVERNING LAW:** The provisions of this Agreement and all questions with respect to the construction and enforcement thereof and the rights and liabilities of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
- 33. WAIVER OF JURY TRIAL: EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A**

COUNTERCLAIM IN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

- 34. ATTORNEYS FEES:** A party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or with respect to this Agreement or the transaction contemplated hereby shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
- 35. GENDER:** A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context requires otherwise.
- 36. CERTAIN REFERENCES:** The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to paragraphs, subparagraphs or other provisions are references to paragraphs, subparagraphs or other provisions of this Agreement.
- 37. CAPTIONS:** The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
- 38. NO ORAL CHANGES:** This Agreement cannot be changed or any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.
- 39. EXHIBITS:** All Exhibits described herein and attached hereto are incorporated herein by this reference for all purposes.
- 40. DATE OF PERFORMANCE:** If any date for performance hereunder falls on a Saturday, Sunday or other day which is a holiday under Federal law or under the State law where the Property is located, the date for such performance shall be the next succeeding business day.
- 41. COUNTERPARTS:** This Agreement may be executed in multiple counterparts all of which when taken together shall constitute one Agreement.
- 42. COUNTERPART FACSIMILE EXECUTION:** For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or signed and scanned to .pdf computer file format and transmitted by email shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile or emailed .pdf file document shall be re-executed by both parties in original form. No party hereto may raise the use of a facsimile machine or email or the fact that any signature was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this paragraph. This paragraph does not supersede the requirements of Section 22 of this Agreement.
- 43. IRREVOCABLE OFFER:** This document constitutes an irrevocable offer to purchase by Purchaser for two (2) days of execution by Purchaser in accordance with this Agreement. In the event the offer to purchase is not accepted within two (2) days, this offer may be withdrawn without penalty and Purchaser shall receive the return of its earnest money deposit in its entirety.

Such offer to purchase shall not be deemed accepted by Seller until executed by Seller or Seller's duly authorized agent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Real Estate Purchase and Sale Agreement on the dates listed below, to be effective as of the date signed by the Seller.

PURCHASER:

(Sign Name)

(Sign Name)

(Print Name)

(Print Name)

PURCHASER'S ADDRESS:

PURCHASER'S PHONE:

Phone: _____

Fax: _____

Email: _____

SOCIAL SECURITY OR TAXPAYER I.D.

NUMBER OF PURCHASER: _____

DATE PURCHASER SIGNS THIS

AGREEMENT: _____

PURCHASER'S _____

ATTORNEY: _____

Phone: _____

Fax: _____

Email: _____

COOPERATING _____

BROKER: _____

Phone: _____

Fax: _____

Email: _____

SELLER: FCBT HOLDINGS, LLC, Series _____, an Illinois limited liability company series

By: _____

(Sign Name)

(Print Name)

Its: _____

SELLER'S ADDRESS:

SELLER'S PHONE:

Phone: _____

Fax: _____

Email: _____

DATE SELLER SIGNS THIS AGREEMENT: _____

(Effective Date of Agreement)

**SELLER'S
ATTORNEY:**

Warren E. Silver
Silver Law Office
1700 W. Irving Park Road, Suite 102
Chicago, Illinois 60613
Phone: (773) 832-9550
Fax: (773) 832-9552
Email: warren@silverlawoffice.com

**LISTING/AUCTIONING
BROKER:**

Phone: _____

Fax: _____

Email: _____

EXHIBIT A
LEGAL DESCRIPTION