



MAINSTREET ORGANIZATION OF REALTORS®
VACANT LAND CONTRACT
[NOT TO BE USED FOR TEARDOWNS]



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) *[PLEASE PRINT]* Surya Powered LLC

3 Seller Name(s) *[PLEASE PRINT]* _____

4 **If Dual Agency applies, check here and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
 6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of
 7 108 Acres commonly known as:

8 Vacant Lot East & West of Reinking Rd. Hampshire IL 60140 Kane

9 Address/Lot # (If applicable) _____ City _____ State _____ Zip _____ County _____

10 Permanent Index Number(s) (If available): 02-18-400-009, 02-19-200-006, 02-19-200-007

11 **3. PURCHASE PRICE AND PAYMENT:** The Purchase Price is _____ After the payment of Earnest
 12 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good
 13 Funds" as defined by law.

14 a) **CREDIT AT CLOSING:** *[IF APPLICABLE]* Provided Buyer's lender permits such credit to show on the final
 15 settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees
 16 to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

17 b) **EARNEST MONEY:** Earnest Money of \$ N/A shall be tendered to Escrowee on or before _____ Business
 18 Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered by
 19 _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by *[CHECK ONE]*:

20 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." **In the event the**
 21 **Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

22 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 23 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

24 **4. CLOSING:** Closing shall be on _____, 20____, or at such time as mutually agreed upon by
 25 the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its
 26 issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

27 **5. POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing
 28 by the parties.

29 **6. FINANCING:** *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

30 _____ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or**
 31 **five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
 32 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval
 33 subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows:

34 *[CHECK ONE]* fixed; adjustable; *[CHECK ONE]* conventional; FHA; VA; USDA;
 35 other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI), if

36 required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum, amortized
 37 over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount. Buyer shall pay
 38 origination fee(s), closing costs charged by lender, and title company escrow closing fees.

39 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller
 40 not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written
 41 evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the
 42 option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to
 43 terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

44 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application
 45 and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to
 46 declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any
 47 extension thereof agreed to by the Parties in writing.

48 **A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph.**
 49 **In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,**

TP Buyer Initials _____ Buyer Initials

[Signature] Seller Initials _____ Seller Initials

Address: Vacant Lot East & West of Reinking Rd. Hampshire IL 60140

104 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal
106 is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not
107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this
108 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any
110 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a
111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer
112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

113 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of**
114 **this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If**
115 **Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the**
116 **giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral**
117 **reinstatement by withdrawal of any proposal(s).**

118 **9. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* _____ Buyer
119 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such
120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

121 **10. INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice
122 and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and
123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the
124 property to its original condition and agrees to be responsible for any damage incurred while performing such inspections.
125 **Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which**
126 **may be required to be reported to the appropriate governmental authorities.** Buyer agrees to hold harmless and
127 indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections
128 and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event
129 the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
130 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically
131 requested by Seller, Buyer shall not provide copies of any inspection report.

132 **11. BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s)
133 obtain within _____ Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable
134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the
135 subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been
136 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the
137 time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's
138 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be
139 refunded to Buyer(s). **IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME**
140 **SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS**
141 **CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.**

142 **12. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within _____ Business Days
143 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the
144 Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated
145 by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests
146 are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth
147 above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller
148 and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this
149 provision shall be deemed waived by all parties hereto and this contract shall continue in full force and effect.

150 **13. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
151 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller**
152 **within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer**
153 **shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein
154 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

155 **14. CONDOMINIUM/Common Interest Associations:** *[IF APPLICABLE]* The Parties agree that the terms
156 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

157 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the

158 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
159 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
160 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
161 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
162 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

163 b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
164 assessments confirmed prior to the Date of Acceptance.

165 c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
166 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This
167 Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of
168 first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and
169 Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.

170 d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
171 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the
172 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations
173 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void
174 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information
175 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served
176 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in
177 full force and effect.


178 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
179 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
180 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
181 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants,
182 conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current
183 use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.


184 **16. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is
185 zoned: **F - Kane County**

186 **17. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
187 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
188 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate
189 in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and
190 shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by
191 Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
192 stated. **If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
193 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the
194 title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments.** If
195 Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title
196 as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount.
197 Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
198 forms required for issuance of an ALTA Insurance Policy.

199 **18. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to
200 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary
201 surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land
202 surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of
203 record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot
204 lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the
205 appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The
206 survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:
207 "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage
208 Inspection, as defined, is not a boundary survey, and is not acceptable.

209 **19. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
210 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
211 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in
212 the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party

 Buyer Initials _____ Buyer Initials

 Seller Initials _____ Seller Initials

Address: **Vacant Lot East & West of Reinking Rd. Hampshire IL 60140**

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213 requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the
214 title company escrow closing fee equally.

215 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior delivery of the deed, the
216 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by
217 condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of
218 accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the
219 destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace
220 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
221 applicable to this Contract, except as modified in this paragraph.

222 **21. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
223 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
224 notice from any association or governmental entity regarding:

- 225 a) zoning or health code violations that have not been corrected;
- 226 b) any pending rezoning;
- 227 c) boundary line disputes;
- 228 d) any pending condemnation or Eminent Domain proceeding;
- 229 e) easements or claims of easements not shown on the public records;
- 230 f) any hazardous waste on the Real Estate;
- 231 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 232 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

233 Seller further represents that:

234 [INITIALS] TP There [CHECK ONE] is is not an unconfirmed pending special assessment
235 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

236 [INITIALS] TP The Real Estate [CHECK ONE] is is not located within a Special Assessment Area
237 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

238 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that
239 require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the
240 matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller
241 and this Contract shall be null and void.

242 **22. CONDITION OF REAL ESTATE AND INSPECTION:** All refuse and personal property that is not conveyed to
243 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real
244 Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of
245 Offer of this Contract, normal wear and tear excepted.

246 **23. GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the
247 Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

248 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
249 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date
250 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

251 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
252 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall
253 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced
254 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital
255 signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the
256 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method,
257 such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by
258 electronic mail.

259 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the
260 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded
261 upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent jurisdiction".
262 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this
263 Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may
264 elect to proceed as follows:

- 265 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior

TP Buyer Initials _____ Buyer Initials

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[Signature] Seller Initials _____ Seller Initials

266 to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in
267 the absence of any written objection. If no written objection is received by the date indicated in the Notice then
268 Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in
269 writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written
270 direction from all Parties or until receipt of an order of a court of competent jurisdiction.

271 Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the
272 dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount
273 necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the
274 Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and
275 Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

276 **27. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
277 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
278 manner:

- 279 a) By personal delivery; or
- 280 b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested.
281 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 282 c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
283 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
284 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 285 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's
286 attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail
287 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and
288 time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future
289 e-mail Notice by any form of Notice provided by this Contract; or
- 290 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
291 following deposit with the overnight delivery company.
- 292 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
293 Designated Agent in any of the manners provided above.
- 294 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
295 such courtesy copies shall not render Notice invalid.

296 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
297 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect
298 reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

299 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.**

300 _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
301 consented to _____ **[LICENSEE]** acting as a Dual Agent in providing brokerage
302 services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred
303 to in this Contract.

304 _____ **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has
305 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or
306 before _____, 20____. **In the event the prior contract is not cancelled within the time specified, this**
307 **Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to**
308 **Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and**
309 **Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

310 _____ **31. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
311 Estate by _____. Buyer's specified party, within five (5) Business Days after the
312 Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to
313 Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time
314 specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

TP Buyer Initials _____ Buyer Initials

_____ Seller Initials _____ Seller Initials

315 TP MA 32. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this
 316 Contract [IDENTIFY BY TITLE]: ADDENDUM
 317 _____

318 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT
 319 TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

320 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES
 321 OR THEIR AGENTS.

322 THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 323 VACANT LAND CONTRACT OF MAINSTREET ORGANIZATION OF REALTORS®.

324 08/26/2024
 325 Date of Offer _____ DATE OF ACCEPTANCE 8/29/24
 326 Tej Patel Buyer Signature _____ Seller Signature [Signature], Manager
 327 _____
 328 _____
 329 Buyer Signature _____ Seller Signature _____
 330 **Surya Powered LLC** Home State Bank Natl Assoc Tr.309 - Dawn & Rich Milne Route 47 LLC
 331 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
 332 **141 W Jackson BLVD Suite 1692** Address [REQUIRED] 908 Vincent Road
 333 **Chicago, IL, 60604** Address [REQUIRED] Twin Lakes WI 53181
 334 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 335 **(224) 222-0069** aksharpatel@suryapowered.com Phone 847-217-1866 E-mail
 336 Phone _____ E-mail _____
 337 _____ Phone johnmilne1234@gmail.com

FOR INFORMATION ONLY

338 _____
 339 _____
 340 Buyer's Brokerage _____ MLS # _____ State License # _____ Seller's Brokerage CBRE Tony Gange MLS # _____ State License # _____
 341 Address _____ City _____ Zip _____ Address Tony Gange City _____ Zip _____
 342 _____
 343 Buyer's Designated Agent _____ MLS # _____ State License # _____ Seller's Designated Agent 630-677-7030 MLS # _____ State License # _____
 344 _____
 345 Phone _____ Fax _____ Phone tony.gange@cbre.com Fax _____
 346 _____
 347 E-mail _____ E-mail Karsten Goette
 348 **Ronak Desai** ronak@plgfirm.com Seller's Attorney _____ E-mail _____
 349 Buyer's Attorney _____ E-mail _____
 350 **150 S Wacker** Chicago IL 60606 Address 2006 McDonald Rd S. Elgin IL 60177 City State Zip
 351 _____ City State Zip _____
 352 **(312) 725-3476** Phone _____ Fax 847-695-2400 Phone _____ Fax _____
 353 _____
 354 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____
 355 _____
 356 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____
 357 _____
 358 Loan Officer E-mail _____ Management Co./Other Contact E-mail _____
 359 _____
 360 _____

361 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
 362 **Seller rejection:** This offer was presented to Seller on _____, 20__ at ____:____ a.m./p.m. and rejected on
 363 _____, 20__ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

ADDENDUM

by and between

And

**Surya Powered,
a Illinois limited liability company**

**dated as of
August 26th, 2024**

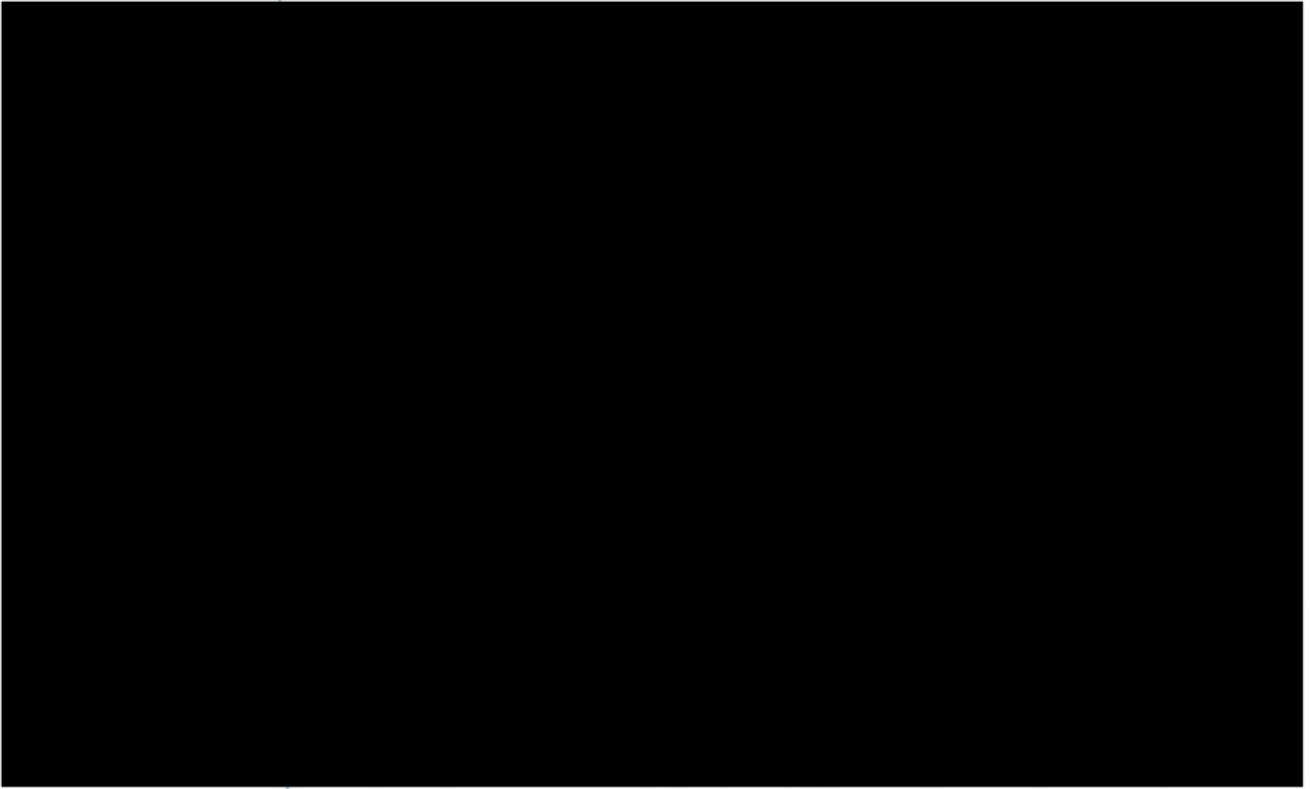
(ILLINOIS)

ADDENDUM

Vacant Lot East & West of Reinking Rd. Hampshire IL 60140

1. Due Diligence Review: Buyer shall have a total [REDACTED] Days following the date of full execution of the Contract (the "Due Diligence Period") to conduct due diligence in Buyer's sole and absolute discretion regarding the condition of the Property, including but not limited to review of: title, survey, environmental conditions, utility, financial, physical conditions and related matters. Seller will cooperate with Buyer and its due diligence and provide the Buyer with access to files and records relating to the property in Seller's possession. At any time during Due Diligence Period, Buyer may terminate the Agreement by giving notice to the Seller. Seller authorizes Buyer, its agents and employees, to enter upon the Property during the Due Diligence Period, at reasonable times, to conduct examinations, surveys, inspections and investigations of the Property reasonably deemed necessary by Buyer to complete Buyer's evaluation of the Property. The Buyer possesses the entitlement to purchase the property at any time within the due diligence period.
2. Buyer shall pay seller in milestones for due diligence review period. Payments shall be non-refundable. The Buyer is required to remit payments within a period of three (3) business days.
3. All non-proprietary materials will be given to Seller if there is no closing.
4. Seller to provide to Purchaser with all materials in its possession. Any other materials including survey, will be at Purchaser's expense.

Diligence Payments



Buyer:

Surya Powered,

an Illinois limited liability company

By: Tej Patel

Name: Tej Patel

Date: 08/26/2024

Seller:

John Milne Manager,
a _____

By: _____

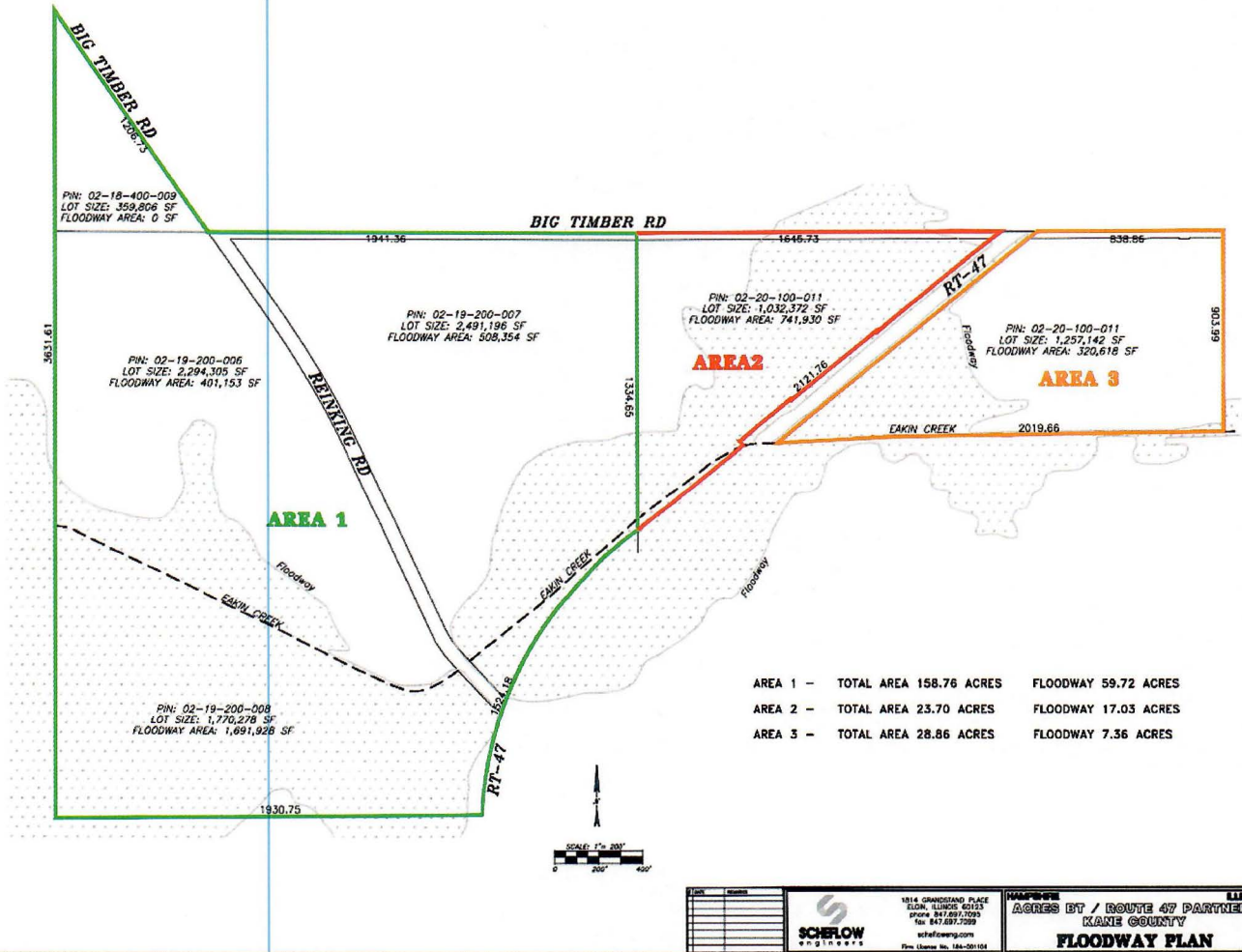
Name: John Milne

Date: 8/29/24

EXHIBIT A-1

DESCRIPTION OF PROPERTY

PID: Approximately 108 total Acres of collective PINs 02-18-400-009, 02-19-200-006 & 02-19-200-007 Kane County, IL.



Area of Purchase: As shown in the Letter of Intent sent to the seller on 08/20/2024.

