

CONTRACT FOR SALE OF GOVERNMENT REAL PROPERTY

Seizure Number: CS 2011-1001-9-00134-01-001
Address: 35-37 E. Broadway, New York, NY 10002

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ ("Buyer") and CWS, acting as an agent of the Government with respect to this sale of this Government real property and on behalf of U.S. Immigration and Customs Enforcement ("Seller") agree as follows:

1. Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer for the Purchase Price set forth below that certain parcel of real estate described on Exhibit A attached hereto (the "Real Estate").
2. Seller acknowledges receipt of Cashier's Check deposit as described in Exhibit B (the "Deposit") from Buyer.
3. The purchase price for the Real Estate is \$_____ (the "Purchase Price") payable in cash, of which the Deposit shall be applied thereto. The Deposit shall be held by the Seller, in a non-interest bearing account, pending closing of transaction. Buyer agrees this final offer has no contingencies.
4. Closing will be held 60 days after the contract is approved by the Government. The Seller may, at its discretion, extend the closing date to effect clear title.
5. If the Buyer fails to perform this contract within the time herein specified, time being of the essence in this agreement, the Buyer shall be in default, and the Deposit made by the Buyer shall be forfeited to the Seller as liquidated damages. Failure to obtain financing or refusal of wife or husband of Buyer to execute the required documents hereunder does not relieve the Buyer of his/her legal liability to complete the sale. In the event of default, Seller reserves the right to unilaterally and automatically cancel escrow with no further instruction or approval from Buyer. Buyer and Seller acknowledge this instruction and hereby indemnify and release Seller and its agents from any and all liability.
6. All lien releases with respect to the Real Estate must be filed prior to closing. If said releases are not perfected by the Seller, this contract shall be deemed null and void. In the event of such occurrence, or damage to the Real Estate as a result of a natural disaster, Seller reserves the right to cancel the sale and refund the Deposit. Buyer agrees to hold harmless the Seller and its agents from any and all claims or actions associated herewith.

7. Prior to closing, the Seller shall have issued a title commitment by a reputable title insurance company, guaranteeing insurable title to the Real Estate.
8. Upon the filing of all lien releases, the Seller will convey title to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record.
9. All closing costs, including, without limitation, transfer taxes, documentary stamps, intangible taxes and similar taxes or charges, recording fees and escrow fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer's expense.
10. All adjustments of taxes, security deposits, and rents or other items with respect to the Real Estate are to be made on a prorata basis as of the closing date, when applicable.
11. The words "Buyer" and "Seller" herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine, and neuter gender, and the singular and plural number, wherever the context so admits or requires.
12. The Real Estate is being sold in "As-Is" condition with all faults, including any building violations for the building as a whole that may apply (including but not limited to fines and penalties). The Seller has disclosed all known defects with the Real Estate and makes no warranties or guarantees either expressed or implied. The Buyer states he has personally inspected the Real Estate and acknowledges that by entering into this contract the Buyer is agreeing to accept the property in "As-Is" condition. All information in the brochure was derived from sources believed correct, but is not guaranteed. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the Real Estate and available resources.
13. The Buyer may coordinate with the Seller for access to the Real Estate prior to closing for surveyors and/or appraisers at the Buyer's expense.
14. This Agreement shall constitute the entire agreement of the parties concerning the purchase and sale of the Real Estate and shall supersede and replace any all-prior agreements, whether written or oral, except for information set forth in the Terms and Conditions of Sale.

15. This sale is subject to the approval or rejection of the Seller.

16. Executed in triplicate with:

- Exhibit A: Legal Description
- Exhibit B: Deposit
- Exhibit C: Broker Participation
- Exhibit D: Lead Based Paint

- Exhibit E: Puerto Rico
- Exhibit F: Taxes
- Exhibit G: Special Warranty Deed
- Exhibit H: Lease Agreement

WITNESS TO SIGNATURE
OF BUYER

ABOVE OFFER HEREBY
CONFIRMED

Date

(BUYER) Date

Date

(BUYER) Date

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____

WITNESS TO
SIGNATURE OF SELLER

U.S. Immigration and Customs Enforcement

Closing will be held on or before _____.

Exhibit A

LEGAL DESCRIPTION

Sale No.: 14-66-108
Seizure No.: CS 2011-1001-9-00134-01-001
Parcel No.: Manhattan, Block 280, Lot 42
Property Description: Commercial Building
Property Address: 35-37 E. Broadway
Property City/State/Zip Code: New York, NY 10002

Legal Description:

All that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, County of New York, State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of East Broadway distant 218 feet 9 inches easterly from the corner formed by the intersection of the southerly side of East Broadway and the easterly side of Catherine Street;

RUNNING THENCE SOUTHERLY at right angles to the southerly side of East Broadway, 100 feet;

THENCE EASTERLY at right angles to last mentioned course, 25 feet;

THENCE NORTHERLY at right angles to last mentioned course, 12 feet 6 inches;

THENCE EASTERLY again at right angles to last mentioned course, 24 feet 6 inches;

THENCE NORTHERLY along line forming an interior angle of 90 degrees 16 minutes 20 seconds with southerly side of East Broadway, 87 feet 6 inches to the southerly side of East Broadway,

THENCE WESTERLY along the southerly side of East Broadway, 49 feet 1 inch to the point or place of BEGINNING.

Exhibit B

DEPOSIT

Full earnest money deposit is _____
(\$_____). CWS, acting as an agent of the Government with respect to this sale
of this Government real property and on behalf of U.S. Immigration and Customs
Enforcement, acknowledges receipt of Cashier's Check in the sum of

(\$_____)Dollars, as Initial Deposit. Check No. _____ The
Balance of the Full Earnest Money Deposit is

(\$_____) and must be received by Seller on or before
_____, _____.

RECEIPT OF DEPOSIT AS HEREIN STATED

By _____
Print Name

Signature

Date

WIRING INSTRUCTIONS:

CWS Marketing Group, Inc.

Account # 1520659

The National Bank of Indianapolis

107 N. Pennsylvania, Suite 700

Indianapolis, IN 46204

Wire Room: (317) 686-8600

ABA - 074006674

Reference Property Address

CASHIER'S CHECK

INSTRUCTIONS:

(If payment is by cashier's check, make
checks payable to:)

CWS Marketing Group, Inc.

10374 Battlevue Parkway

Manassas, VA 20109

(571) 485-7857

Exhibit H

LEASE AGREEMENT

Buyer acknowledges there are valid leases in place which Buyer is required to honor. The current leases are a month to month agreement. Buyer acknowledges and agrees that Buyer will conform and abide by the terms of the current leases, until such time as new leases are executed between Tenant and Landlord (Buyer) or the current leases terminated.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____

SAMPLE