US Department of the Treasury in conjunction with ICE

SEIZED AND FORFEITED REAL PROPERTY

AUCTION

Auction Date:
Wednesday, February 10, 2016

Auction Time:
11:00 am

Registration Time:
10:00 am

Auction Location:
Held at the business location

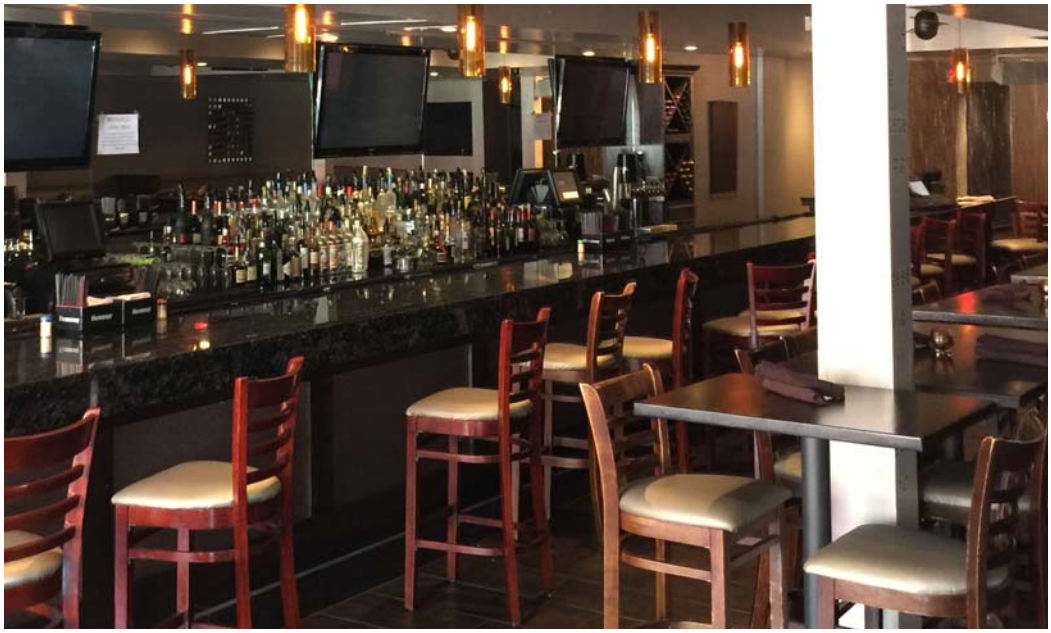
Inspection Dates & Times:
By appointment only with qualifying documentation. Contact Tim at 908-208-0336.

Deposit:
$10,000 cashier's check made payable to CWS Marketing Group

Cashier's checks made payable to bidder's name CANNOT be accepted

CWSAMS

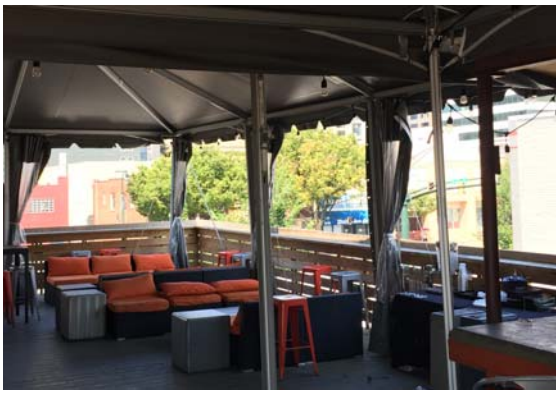
For more details visit our website at:
www.treas.gov/auctions/treasury/rp
and click on upcoming auctions.
If all your questions are not answered using our website, or you do not have internet access, please call the Public Auction Line at (703) 273-7373.



Society JJ, LLC - Business located at 8229 Georgia Avenue Silver Spring MD 20910

Business Description:
Society JJ, LLC business only - there is no real property being offered in this sale. Society JJ, LLC is a general restaurant and bar with a full kitchen, dining area, two smaller private party rooms, a large bar in the main room and a roof top bar and sitting area covered by a large 3-season tent. Society JJ offers entertainment several times a week. The lease is assumable if the buyer meets the landlords requirements. Financial data will be posted on the website. View the requirements and terms of sale for further information.

Property Details:
Leased Building Area: 4,000 ± sq. ft.
Site Area: 4,575 ± sq. ft.
2010/11 Taxes: $17,227 ±



CWS Marketing Group Sale #: 16-66-110 Auctioneer: Gary Poulsen

Auction of Society JJ, LLC Business Requirements

Being offered are all right, title and interest in Society JJ, LLC a limited liability corporation and all of its assets to include Society Lounge and Olivia' Rooftop Lounge, both located at 8229 Georgia Avenue, Silver Spring, MD.

Current lease is assumable to the buyer should they meet the landlords qualifying requirements of a tenant. Below are the requirements for the evaluation of a new tenant.

1. Five years' experience in the restaurant/bar business.
2. Copies of three years federal and state income tax returns, both personal and for the business, if a different entity.
3. Personal financial statements for all individuals, members, partners or stockholders of new tenant's entity.
4. Satisfactory credit reports for all individuals involved in the purchase of the restaurant business.
5. Satisfactory criminal checks for all individuals involved in the purchase of the restaurant business.
6. Individuals able to hold liquor license in Montgomery County, Maryland.
7. Copies of six months bank statements for all individuals of new tenant.

Current lease is for 10 years through February 2021 with a one option of 10 years to extend this lease if the tenant and landlord can agree on the market rate and terms prior to the date that is 180 days prior to the expiration of the current lease.

To qualify to bid on the business of Society JJ, LLC and assets the below will be required.

- Qualifying Deposit: $10,000.00 cashier's check payable to CWS Marketing Group
- Completed bidder registration form and have any business forms in place if bidding as a business entity.
- Must have proof of the landlords requirements stated above.
- Individuals/business must be able to hold a liquor license in Montgomery County, Maryland.

Once the high bidder is accepted, they will have to supply the security deposit for the lease to the landlord at time of lease transfer in the amount of $25,800.00.

TERMS OF SALE FOR SOCIETY JJ, LLC BUSINESS / Sale #16-66-110

GENERAL INFORMATION:
The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding purchase & sales agreement between the successful bidder and the Government. The auctioneer's announcement of the high bid amount and the bidder's number establishes the purchase & sales agreement, which is subject to final acceptance by the Government. This purchase & sales agreement is bound by these Terms and Conditions, any Special Terms and Conditions published by the Contractor for the specific auction, 19 CFR Customs Duties Part 162, and all other Federal regulations governing purchase & sales agreements for the purchase of Government property, which may be found at http://www.acquisition.gov/far/. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

CWS, the Contractor, is acting as the agent of the Government with respect to the sale of Government real property at these auctions. The Contractor may videotape the auction and record phone bidding to assist in any future purchase & sales agreement resolution actions.

ELIGIBILITY OF BIDDERS:
The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above; (d) the Contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor's subcontractor may not act as agent for a third party in purchasing U.S. Department of the Treasury real property that is or has been in their custody or control. For breach of this warranty, the Government shall have the right to cancel the purchase & sales agreement without liability.

REGISTRATION OF BIDDERS:
Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and deliver a bidder registration card during the registration process for each sale.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party's social security number.

If you are planning to bid in the name of a corporation, business, or LLC, you must have the appropriate official documentation to show proof of eligibility to bid on behalf of that corporation, business, or LLC.

An individual's signature on the bidder registration card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earnest money deposit in the amount of **$10,000** in the form of cashier's or certified check made payable to CWS Marketing Group, Inc as a prerequisite of registration. Personal or business checks, money orders, cash, bank letters, or letters of credit WILL NOT be accepted. Cashier's checks made payable to the bidder's name CANNOT be accepted.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder of a property lot, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registered bidder's name; (2) the property's address; (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

EARNEST MONEY DEPOSIT:
Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a **$10,000 earnest money deposit** in the form of a cashier's/certified check made payable to CWS. A purchase & sales agreement will be executed at this time by the high bidder and back-up bidder. The terms of the purchase & sales agreement supersede the Terms of Sale.

The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to CWS by cashier's/certified check, payable to CWS Marketing Group, Inc or by bank wire transfer. Within three business days, should the high bidder fail to deliver the earnest money, Seller shall have all rights and remedies provided in the Terms of Sale, including the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

The successful bidder's deposit(s) will be retained as the initial payment for the property. Personal or business checks, bank letters, or letters of credit will not be accepted. Cashier's checks made payable to the bidder's name CANNOT be accepted.

BACK-UP BIDDER:
The back-up bidder's earnest money deposit will be returned by certified mail or overnight delivery service within three (3) business days after receiving total earnest money deposit from the high bidder. In the event earnest money is not received from the high bidder within the time period specified, the back-up bidder will become the high bidder at the Purchase Price stated in the back-up bid purchase & sales agreement. The back-up bidder is obligated to transmit earnest money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

INSPECTION OF PROPERTY:
The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection at the times specified by the Contractor. Absolutely no access to property is allowed without prior Contractor authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

ORAL STATEMENTS AND MODIFICATIONS:
Changes may be made on the day of the sale to the property status or descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyer/brochure information pertinent to that property, but do not alter in any way the basic Terms and Conditions of sale. Further, no interpretation of any provision of the sales purchase & sales agreement, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

BUSINESS DESCRIPTIONS:
The bidder understands and agrees that the sale is offered, purchased, and accepted by the buyer "AS IS" and "WITH ALL FAULTS." The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability.

All information contained in the sales flyer was derived from sources believed to be correct, but there is no guarantee. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the business.

If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS:
Once the Government accepts a bid, a final written purchase & sales agreement will be prepared to include the individual information of the high bidder along with the accepted bid amount. A purchase & sales agreement may also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is rejected by the Government.

In the event of a dispute as to final bid amount, the Government reserves the right to review the video and audio tape of the auction for clarification or to re-offer the property in question.

WRITTEN BIDS:
Written bids may be submitted in person, by registered mail, or by overnight delivery service if the bidder is unable to attend the auction. The appropriate deposit per property by cashier's/certified check only, must accompany your written bid. The cashier's check deposit must be made payable to: CWS Marketing Group, Inc.

Written bids for the property must be received no later than **February 9, 2016** at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Balls Ford Road, Suite 140, Manassas VA, 20109, Attn: Real Property Sales.

Unsuccessful written bidders' deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

CONSIDERATION OF BIDS:
The Government reserves the right to reject any or all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sales purchase & sales agreement is executed.

FINANCING:
The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing for the purchase of any property offered under these Terms and Conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to attendance at a public offering.

Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility and obligation for completion of the purchase & sales agreement. Failure to comply with all provisions of the sales purchase & sales agreement regarding closing may result in termination of the purchase & sales agreement because of buyer's default and may result in the forfeiture of any earnest/deposit funds.

CLOSING:
Closing will be held within 30 calendar days of the date the Government signs the sales purchase & sales agreement accepting the Buyer's offer. Closing may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 30 calendar days.

DEFAULTS:
Failure to make required deposit or final payments and/or comply with the time frames specified in the sales flyer shall be deemed default of the high bidder and may result in cancellation of the purchase & sales agreement and forfeiture of any rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the buyer shall be liable to the Government for liquidated damages in the amount of that deposit.

PROPERTY OFFERED FOR SALE BY IRS-CI, ICE AND SECRET SERVICE:
In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real) property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales purchase & sales agreement may be cancelled by the Government in compliance with the above statutes or policy.

ADDITIONAL INFORMATION:
Visit our website at www.treasury.gov/auctions/treasury/rp. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7373 or fax to (571) 921-4153.