

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

In the matter of:

JAY KVAM,

Appellant,

vs.

BRIAN MINEAU; and LEGION  
INVESTMENTS, LLC,

Respondents.

Electronically Filed  
Dec 18 2020 10:16 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**Supreme Court Case No. 81422**

District Court Case No. CV1800764

**JOINT APPENDIX**

**VOLUME 8**

**APPEAL FROM AN ORDER GRANTING PARTIAL SUMMARY  
JUDGMENT, INCLUDING SUMMARY JUDGMENT ON APPELLANT'S  
SEVENTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF  
IN THE SECOND JUDICIAL DISTRICT COURT, WASHOE COUNTY,  
THE HONORABLE LYNNE K. SIMONS, DISTRICT JUDGE**

MATUSKA LAW OFFICES, LTD.  
Michael L. Matuska (SBN 5711)  
2310 S. Carson Street, #6  
Carson City, NV 89701

*Attorney for Appellant*  
JAY KVAM

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FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “17”**

**Exhibit “17”**

2017/05/18 13:22

Print OK Cancel

Debit Account Name: JAY J KVAM  
Debit Acct Number: 000153753377719  
Amount (USD): 9,000.00  
Send Date: 05/18/2017  
Receiver: 071000013  
JPMORGAN CHASE BK CHICAGO  
CHICAGO, IL  
Beneficiary: TNT COMPLETE FACILITY INC  
603831855  
Originator to Beneficiary Info: HALF OF THIRD INSTALLMENT

Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For International wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U. S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SEE WIRE FORM

Customer Name(Print): \_\_\_\_\_

REF # 170518026592

KVAM0007



## General Wire Transfer Request

## Section 1 – Branch Information

Branch #: 3752	Branch Name: MEADOWOOD	Branch Phone Number: 775 699.2250
Date Received: 05/08/2017	Time Received: 9:46 a.m.	
Name & Title of Person Accepting Instructions: GREG CASTLE, PERSONAL BANKER	Signature of Person Accepting Instructions:	

## Section 2 – Method Wire Received

Wire Requested: In-Person (Section 3 Required)

## Section 3 – Identification for In-Person Wires

ID Issue State: NV	/Type of ID: State Driver's License	ID Number: C850211404	ID Issue Date: 01/28/2017
Expiration Date: 10/01/2022	Additional Information:		

## Section 4 – Telephone, Fax, and Email Requests Only

Wire transfer requests via telephone, fax, or email may only be accepted from known and existing customers. The employee accepting the request must document how the customer's identity was verified (i.e., the customer was able to verify account transaction history, etc.). Refer to Instructions for Completing K5-A, General Wire Transfer Request for detailed identification and documentation requirements. Following privacy, the callback must be performed by someone other than the employee accepting the wire instructions and must be approved by branch management prior to wire initiation. Complete Section 11 to document the callback.

Customer's/Requestor's Full Name:

Documentation for how the Customer was verified

Option 1: Select three different options and document details used to identify the customer. Ownership/Title/Signer(s) option must only be selected once.

Option 2: Customer identified through conversation details – Used to identify "known existing customers".

## Section 5 – Wire Information

## Customer and Account Information

Debiting Account Number: 153753377719	Account Title (as shown on the system): JAY J KVAM
Person Requesting Wire (Name) JAY J KVAM	Relationship to Beneficiary: INVESTOR
Purpose of Wire: FINISHING REHAB/RENOVATION ON 7747 S MAY ST	
Customer Address (city, state, zip): 7565 MICHAELA DR, RENO, NV 89511	

## Type and Amount of Wire

Type of Wire: Domestic	Amount of Wire: 9,000.00	Is the amount in USD? Yes
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## INPOC Wire Information

Reason/Purpose for using INPOC GL:	
Customer CD/Loan Account #:	INPOC Cost Center & Account: /1851230

## Receiving Bank and Beneficiary Information

ABA/Swift (first bank):	Bank Name (first bank):	
Address:	City, State, and/or Country:	
ABA/Swift (final bank): 071000013	Bank Name (final bank):	CHASE BANK
Address:	City, State, and/or Country:	
Beneficiary Name:	TNT COMPLETE FACILITY INC	Beneficiary Account Number: 603831855
Beneficiary Address:	919 N LAFOX, SOUTH ELGIN, IL 60177	
Further Credit To/Reference Info:	HALF OF THIRD INSTALLMENT	

## Section 6 – International Wire Transfers

All consumer international wires require a Prepayment Disclosure and Receipt Disclosure. Refer to International Wire Transfer Processing for instructions.

In what currency are the funds to be received? (if unknown to sender, select USD).	Type of Currency:	Bank ID Number:
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## Section 7 – Verification of Funds

The account has been reviewed for the following:	<input checked="" type="checkbox"/> Restraints	<input checked="" type="checkbox"/> Collected Balance
	<input checked="" type="checkbox"/> Accessible Balance (Balance details or DE00 screen print attached)	

## Section 8 – Branch Management Authorization (if applicable)

Required for any of the following scenarios:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>Known/existing customer is documented.</li><li>When using the INPOC account for the wire transfer requested.</li><li>Future dated wires.</li></ul> | <ul style="list-style-type: none"><li>For all wires requested via telephone, fax or email.</li><li>When waiving the callback requirement for telephone, fax or email requests \$5,000 or less.</li></ul> |
|--|--|

Signature of Management Approval:

Printed name:

04/2017  
K5-A.1Customer Confidential  
KVAM0008

Retention: 5 Years



## General Wire Transfer Request

### Section 9 – Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's Your Deposit Account Agreement. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U.S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the Authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: [Signature] Date: 2017-05-18 Future Dated Wire (Initials req'd):  
Date to be Sent:

### Section 10 – Secondary Branch Management Review / Approval

#### Section 10.a – Wire Transfer ≥ \$50,000 – Secondary Review must be performed by a member of branch management.

Review, and initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

Section 10.b – Wire Transfer ≥ \$350,000 – Secondary Review must be performed by a member of branch management. Completion of Exhibit K5-E is required to document the Secondary Review/Approval. This section must only be used if K5-E is inaccessible due to system unavailability.

Review, and initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

One of the following tasks is required (by the secondary reviewer)

<input type="checkbox"/> Customer ID verified in person (complete only if the customer is physically present to the secondary reviewer)	ID Issue State ID Type ID Number Expiration Date ID Issue Date	<input type="checkbox"/> Callback by the secondary reviewer (required if the customer is not physically present to the secondary reviewer. Complete Section 11 below.)
---	--	--

#### Section 10.c – (The Reviewer's Signature field below is required for all wires reviewed ≥ \$50,000 in Section 10.a or 10.b)

Reviewer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Time: \_\_\_\_\_

**\* OPERATOR-ASSISTED WIRES \$50,000 - \$349,999.99: Immediately after initiating the wire transfer, scan and email to E-Fraud Wire Shared/MN/USB.**  
**\* OPERATOR-ASSISTED WIRES ≥ \$350,000: Completion of Exhibit K5-E is required with attached documentation of the operator-assisted wire details.**  
Failure to do so may result in the delay or cancellation of the wire transfer.

### Section 11 – Callback Verification

Signature of Callback Employee: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Callback Confirmed With: \_\_\_\_\_ Time: \_\_\_\_\_

Complete one of the following identifying options following privacy.

Option 1: Document three different ways the customer was verified. Verification options include:

- Branch location where the account was opened
- Date & dollar amount of a recent deposit/credit
- Date the account was opened
- Dollar amount & merchant of recent debit
- Dollar amount or payee of a specific check number
- Frequency and sender of a recent direct deposit
- Mother's maiden name
- Online Banking user ID or account nickname
- Opening amount or current balance of an existing CD
- Ownership/Title/Signers of an account
  - Consumer accounts – Document the ownership/title
  - Business accounts – Document the signer(s) of an account

Option 2: Customer Identified Through Conversation Details  
– Used to identify "known existing customers":

### Section 12 – Operator-Assisted Wires

U.S. Bank Wire Transfer Operator 888-799-4737

Note: The following fields must be completed for operator-assisted wires.

The account has been reviewed for the following: ☐ Restraints ☐ Collected Balance ☐ Accessible Balance (Balance details or DE00 screen print attached)  
Initiator Calling in Wire (signature): \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Wire Transfer Operator Name: \_\_\_\_\_ Time: \_\_\_\_\_

### Section 13 – Reference Numbers

PARWire Reference Number: \_\_\_\_\_ IDWires Disclosure Number: \_\_\_\_\_

04/2017  
K5-A.2

Customer Confidential  
KVAM0009

Retention: 5 Years

FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “18”**

**Exhibit “18”**





FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “19”**

**Exhibit “19”**

**Mutual of Omaha Bank**  
Outgoing Domestic Wire Transfer Request

Sequence #: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**SENDER INFORMATION** — Complete all fields — MUST HAVE PHYSICAL ADDRESS — \*REQUIRED FIELDS

*Name/ Business Name:	CRITERION NV LLC
*SSN/Tax ID#:	██████████
*Physical Address:	7560 MICHAELA DR
*City/State/Zip/ Country:	RENO NV 89511-1475
*From Account #:	██████████
*WIRE AMOUNT \$: 20,000	

**RECEIVING BANK INFORMATION** — Complete all fields that apply

Bank Name:	Chase Bank	ABA (9 digits)	██████████
Bank Address:	9000 Haggerty- MI 1-8205	Acct #:	_____
City/State/Zip/Country:	Belleville, MI 48111		

**FOR FURTHER CREDIT INFORMATION** — Complete if applicable

Bank Name:	_____	ABA (9 digits)	_____
Bank Address:	_____	Acct #:	_____
City/State/Zip/Country:	_____		

**RECEIVING CUSTOMER INFORMATION** — Complete all fields that apply — \*REQUIRED INFO

*Name/s:	TNT COMPLETE FACILITY CARE INC	*Acct #:	██████████
*Address:	919 North LaFox,		
*City/State/Zip/Country:	South Elgin IL 60177	Advice Info	_____
*Relationship to Sender:	PROJECT MANAGER	*Purpose of Wire:	construction draw
Special Instructions:	May Street		

The Bank shall not be liable for any error or delay due to any cause other than the Bank's own negligence. The Bank shall only be liable for the Customer's actual loss arising from such negligence, not to exceed the amount of the funds transferred which the Bank is unable to recover. In no event shall the Bank be liable for indirect or consequential damages. I have read the above information and request the wire transfer of funds as stated.

I authorize Mutual of Omaha Bank to debit the account listed above for the wire plus the applicable wire fee.

DATE: 5-26-17

Customer Signature

MICHAEL J. SPINDO  
Printed Name

**BANK USE ONLY**

Employee Calling back:	Customer identification:	Request made via:	Available funds:
Contact Name:	<input type="checkbox"/> ID	<input type="checkbox"/> In Person	Wire Fee:
Contact Phone:	<input type="checkbox"/> Wire Transfer Agreement	<input type="checkbox"/> Telephone	
Time:	<input type="checkbox"/> Signature Card	<input type="checkbox"/> Fax	
	<input type="checkbox"/> Known By:	<input type="checkbox"/> Email	
	<input type="checkbox"/> eBank Confirmation By:		

CREATED BY \_\_\_\_\_  
EMPLOYEE # \_\_\_\_\_

VERIFIED BY \_\_\_\_\_  
EMPLOYEE # \_\_\_\_\_

Revised 05/18/2015

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**Exhibit “20”**

**Exhibit “20”**

Derek Cole

(517) 918-0570

Good afternoon, Derek!

Hope the weather's been as pleasant for you as us.

Also, just wanted to check on May Street. How's it going?

Take care.

Jay



May 27, 2017

Good! I sent you some photos I will send you some more but I never got a response from you on the photos I sent so I didn't know what was going on.

Derek Cole • May 27, 2017

Oh, my apology; yes, I received them. I know that you're primarily coordinating with Brian, so I figured the share was just a courtesy to me. Always interested in additional photos!

Hope that family's well since the accident too.



May 27, 2017

KVAM0093

Derek Cole

(517) 918-0570

D

Yeah everything is good no I am I will communicate with all of you guys that slacker thing though will only let me download one photo at a time and you can tell with as much work as I have going on I don't have A lot of spare time to download those on there one at a time so yes no I am able to communicate with all of you guys tell all of those guys I can talk to me every day if they'd like I'm just talking to Brian about his projects

Derek Cole • May 27, 2017

Cool Yeah, Slack is great for conversation--easier than texting, really--but less so for photos.

May 27, 2017

KVAM0094

Derek Cole  
(517) 918-0570

Hey, Derek!

You may be out and about, in which case pardon the interruption, but I just wanted to ask you whether the SimpliSafe system that Brian ordered for May? He placed the order on Thursday with expedited shipping for a Sunday delivery.

May 28, 2017

D

No I did not get one Sunday I got one yesterday which I'm assuming it's for May.

Derek Cole • May 28, 2017

Oh, even better! I'm pretty sure it's for May as we were in the car together when he ordered it, but you can check with him.

May 28, 2017

D

Yes I can but I'm sure it's for May to J's supposed to be ordering another one for me for a bishop and that's the one I'm waiting to come in yes it will be installed too

Derek Cole • May 28, 2017

KVAM0095

Derek Cole  
(517) 918-0570

Good morning,

Would you please confirm that the SimpliSafe is operational once it's been installed at May? It would be neat to see photos of it in action, if possible. thanks,

May 30, 2017



Derek Cole - May 30, 2017



Thanks, Derek!

May 30, 2017

KVAM0096

Derek Cole

(517) 918-0570

D

ComEd is the electricity company of Chicago is the water and I believe NIDEP is the gas company.

Derek Cole • May 31, 2017

ComEd is sending a signal to the smart meter at May to turn on the power. The representative stated that it could be minutes to up to 3 hours. If power is not available after 3 hours from now, try resetting the circuit breaker. If that's unsuccessful, a technician will have to go on-site tomorrow to do it manually.

May 31, 2017

D

OK

Derek Cole • May 31, 2017



Derek Cole

(517) 918-0570

Are SimpleSafe systems powered by a house's electricity instead of batteries? And, do they need internet service for recordings or access, by chance?

The natural gas company in Chicago is People's Gas. I created a person record with the company, but I can't create a full account in pending or hold status, so we'll have to wait that time. Will we ever need to turn on gas or would the homebuyer do that? After the air test, do you need actual natural gas for anything?

May 31, 2017

D

Yeah we're going to have to have it on for the hot water heater and all that.

Derek Cole • May 31, 2017

Okay, then we're as set up as we can be for natural gas at the moment.

I spoke with the City regarding water and have some items that it would be easier to discuss with you on that. Please call me at your earliest convenience.

May 31, 2017

D

Give me a call Jay we can talk about the water.

Derek Cole • May 31, 2017

KVAM0098

Derek Cole  
(517) 918-0570



Meter Save question: "Do you know where your water shut-off valve or water pipe is located?"



May 31, 2017

D

In the basement

Derek Cole • May 31, 2017

D

"Is the area surrounding the meter finished?"



May 31, 2017

Finished as in will it be finished yes it will be a finished basement isn't finished yet etc

Derek Cole • May 31, 2017

I am available anytime now to walk you through Google Drive.

Let's shoot for tomorrow evening. Just text me an evening time, CT, that works for you.

May 31, 2017

KVAM0099

Brian Mineau, Derek Cole  
Group message

Hey guys I'm a little tied up with some stuff at Bishop I will get that alarm today I don't know what time it's going to be but I need to take care of this other stuff first

Derek Cole • May 31, 2017

The Meter Save web form isn't working, so I called, and it's possible to pre-complete over the phone. Customer Service is now closed today, so I will call to complete tomorrow.

Also, switching to metered water includes a city guarantee of bills no higher than the flat rate for 7 years. The rub is that the guarantee is so long as held by the current owner. With a flip, the buyer essentially doesn't have that guarantee. I don't know whether the City passes that guarantee in cases of a rehab; otherwise, perhaps the metering could be deferred to the buyer to not only save us the trouble but protect that guarantee.

May 31, 2017

Derek Cole • May 31, 2017

KVAM0100

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Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “21”**

**Exhibit “21”**

Brian Mineau  
(530) 251-3205

Just let me know if you ever feel that I'm overly involved with anything; I don't want to step on your toes. ~ I just figure that billings are financial matters, so I can help shoulder some of that responsibility in my role for our properties. I can receive, process, manage, account, and pay for them as a routine matter for our acquisitions.



May 31, 2017

Hey sorry I was in a meeting. No problem at all I don't mind the help, just want to make sure we are all on the same page with everything. Perhaps you and I can get together to figure out how we want to run these projects going forward. Like a course of action for each property I have a few templates and can run them by you to make sure they work for us.

B

Brian Mineau (other) • May 31, 2017

Just wanted to apologize for inadvertently putting you in an awkward position with Derek regarding the status of our single family house rehabs. He asked me whether I needed more, and I told him that I was analyzing what we currently have this week and next. I'll play it closer to the best with Derek going forward. Again, really sorry. ~

~closer to the vest

KVAM0101

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Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “22”**

**Exhibit “22”**

Derek Cole

(517) 918-0570



Good morning, Derek, hope all is well.

Is there a time today that works for you for the Google Drive stuff? I'll be available at 3 PM CT at the earliest.



Jun 1, 2017

Yeah Jay, we can get together anytime after that. I'm sorry I fell asleep last night. I've had a long few days.

Derek Cole • Jun 1, 2017

That's all right, Derek. We all need to be restored. Hopefully, you feel well rested.

Hey, Derek, are you available anytime soon to go over Google Drive?

\*Drive

Jun 1, 2017

KVAM0102

Brian Mineau, Derek Cole  
Group message

I've registered May for the Meter Save program and can now schedule an installation date and time. Derek, would you call me as soon as possible so that we pick a time that works best for you. The earliest available date is Friday, June 16th and the open slots are 7:30, 9:30, 11:30, and 1:30.



Jun 1, 2017

9:30 will be good day and I am on a conference call I'll probably be 30 minutes or so and then I got a few things to do in May Street in Bishop Street so give me a while and I'll give you a call



Derek Cole • Jun 1, 2017

I have reserved Friday, June 16th at 9:30 AM for the meter installation. Confirmation reference to follow via email.



Jun 1, 2017

KVAM0103



Derek Cole  
(517) 918-0570

Good morning, Derek,

Are you available at all either today or tomorrow to schedule a time to do the Google Drive stuff?

I'm done with my errands, so I can be available anytime the remainder of the day.

Jun 3, 2017

KVAM0104

Derek Cole  
(517) 918-0570

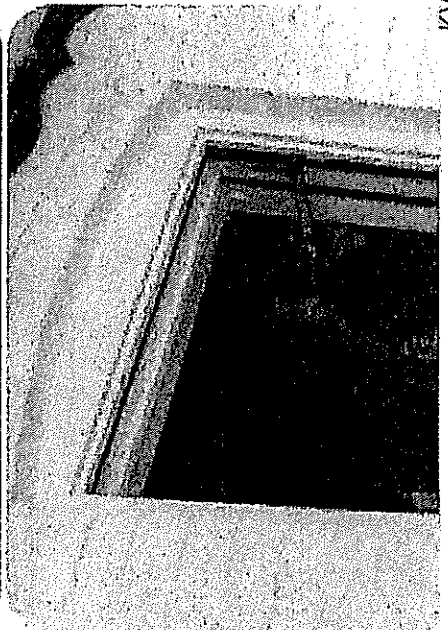
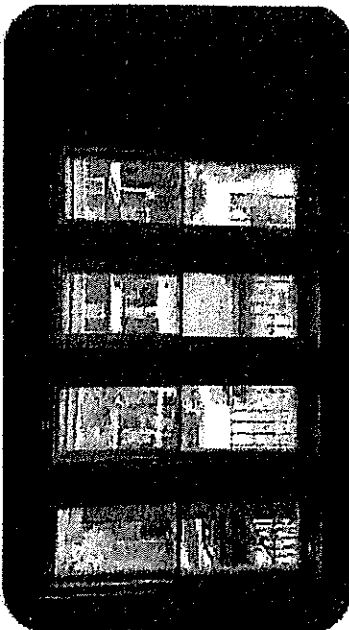
Good morning, Derek,

Brian mentioned that you've helped screen some agents and showed show some properties yesterday, including May, so thank you for that. Just texting to see whether a time for Google Drive will work today. I don't think that it would take too long and will be worth it. Take care.

Jun 4, 2017

KVAM0105

Brian Mineau, Derek Cole  
Group message



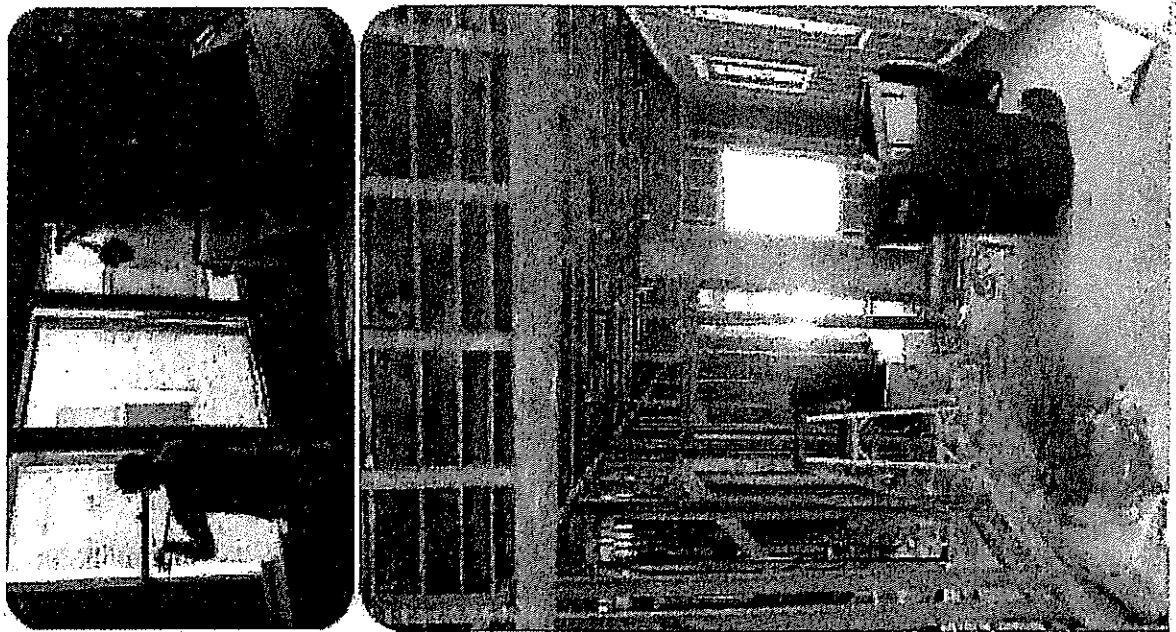
KVAM0106

Brian Mineau, Derek Cole  
Group message



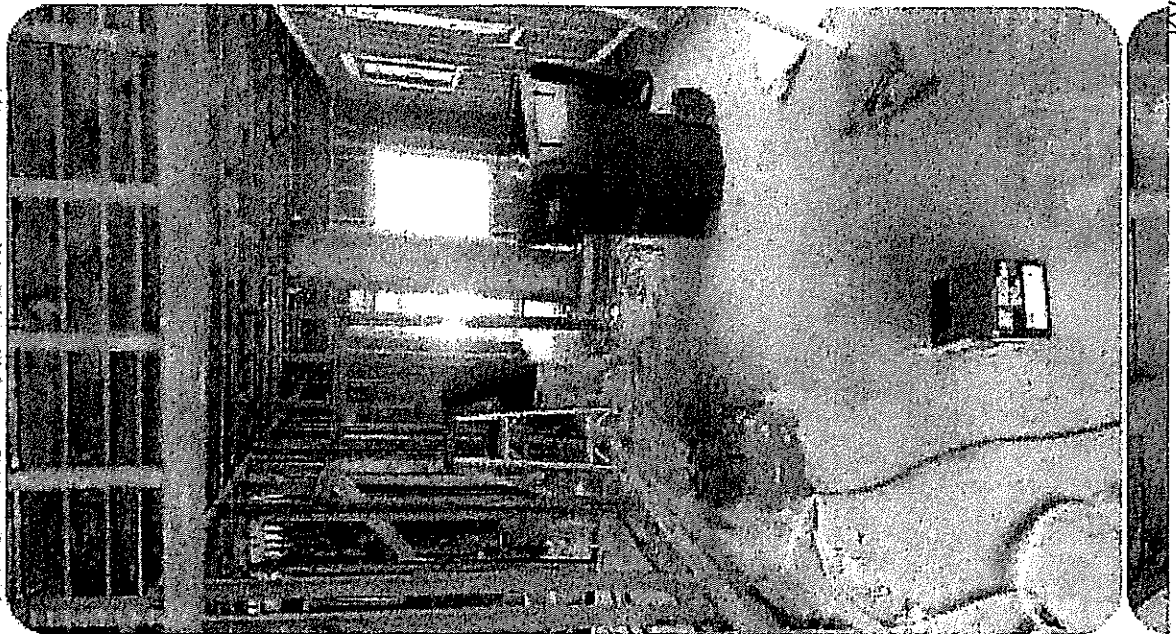
KVAM0107

Brian Mineau, Derek Cole  
Group message



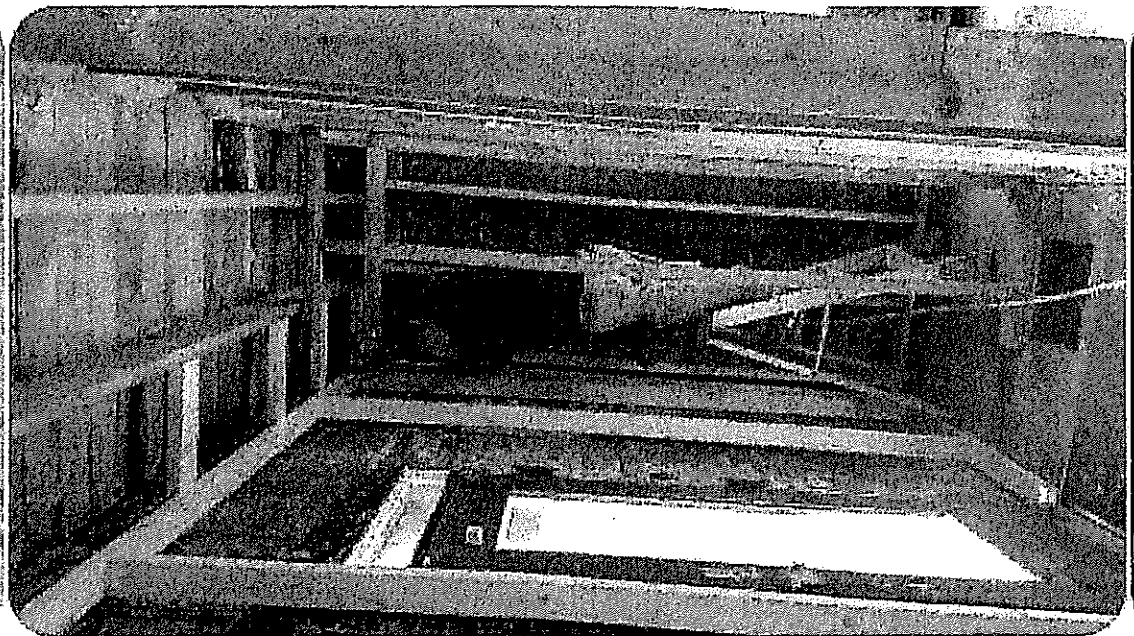
KVAM0108

Brian Mineau, Derek Cole  
Group message



KVAM0109

Brian Mineau, Derek Cole  
Group message



KVAM0110

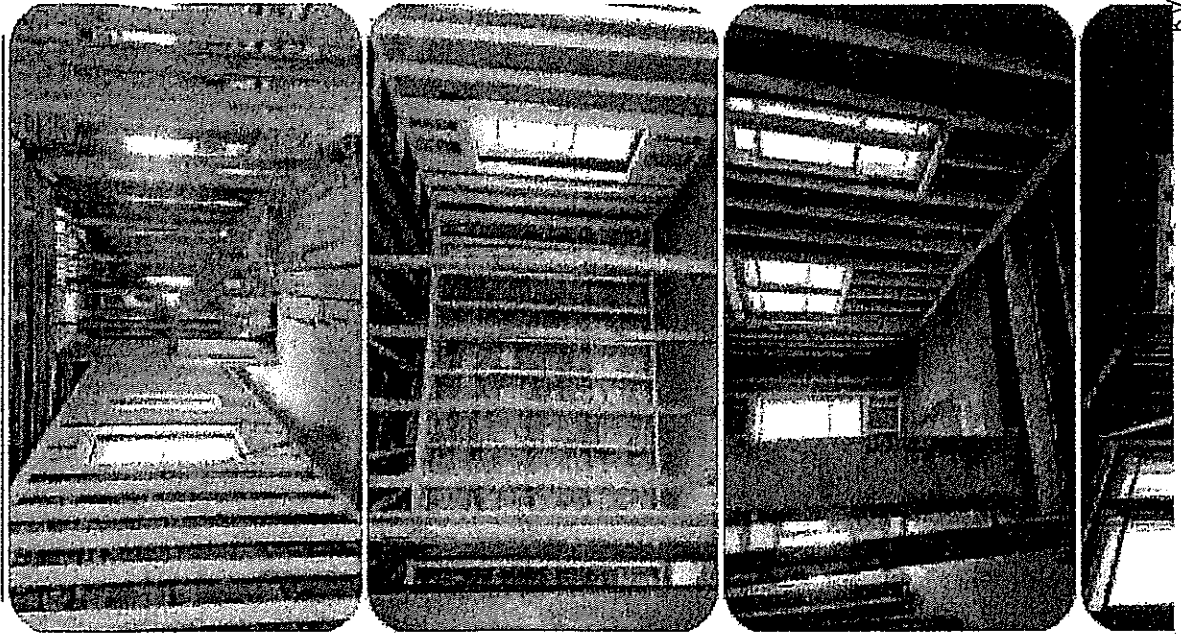
Brian Mineau, Derek Cole  
Group message



KVAM0111



Brian Mineau, Derek Cole  
Group message

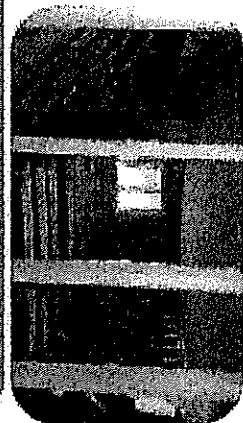


KVAM01-12

Brian Mineau, Derek Cole  
Group message

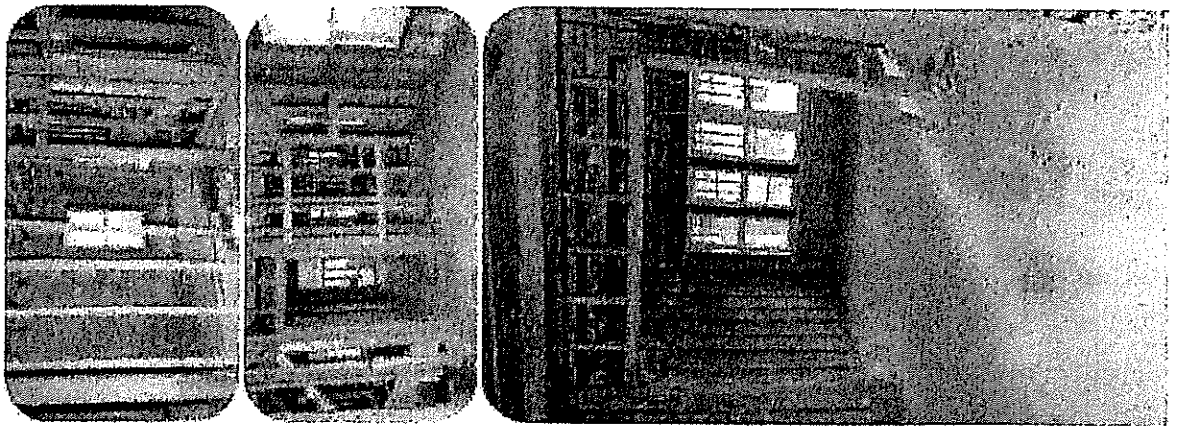


New framing new when does the May Street



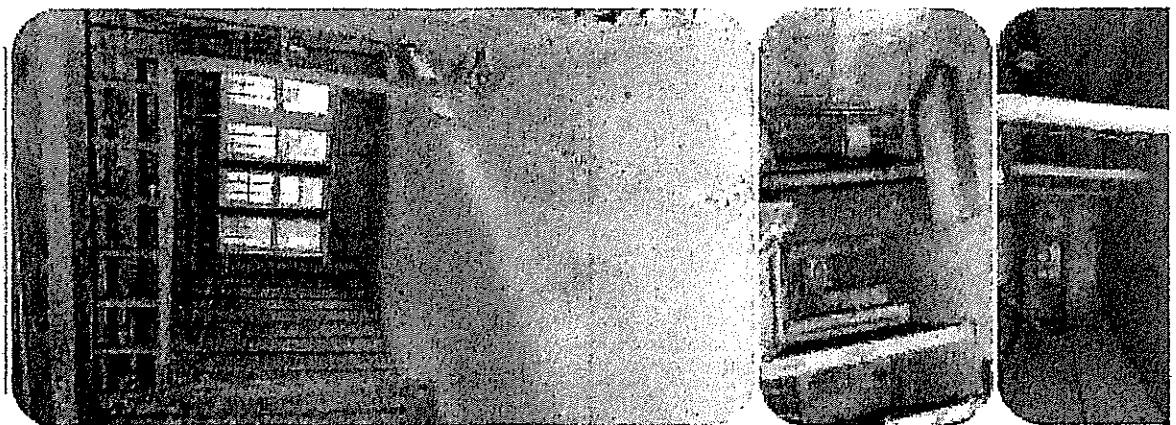
KVAM0113

Brian Mineau, Derek Cole  
Group message



KVAM0114

Brian Mineau, Derek Cole  
Group message



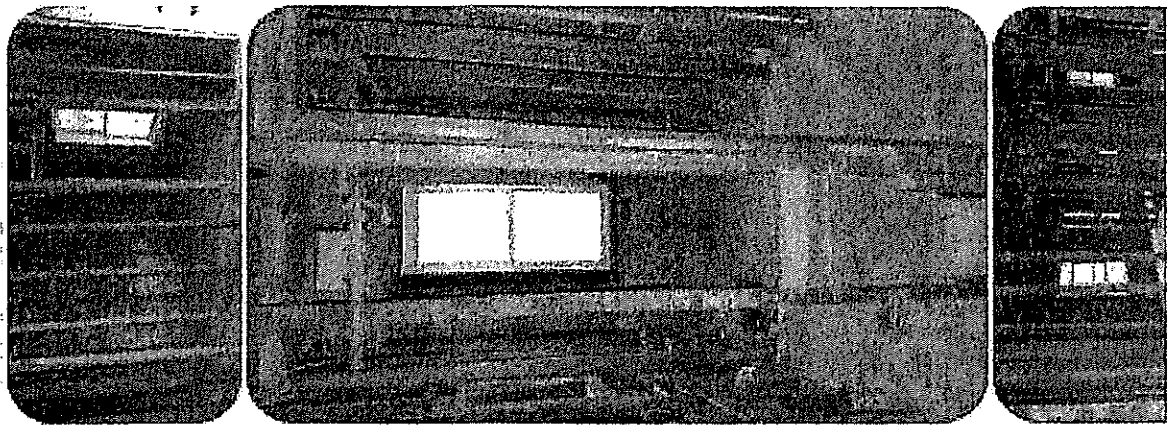
KVAM0115

Brian Mineau, Derek Cole  
Group message



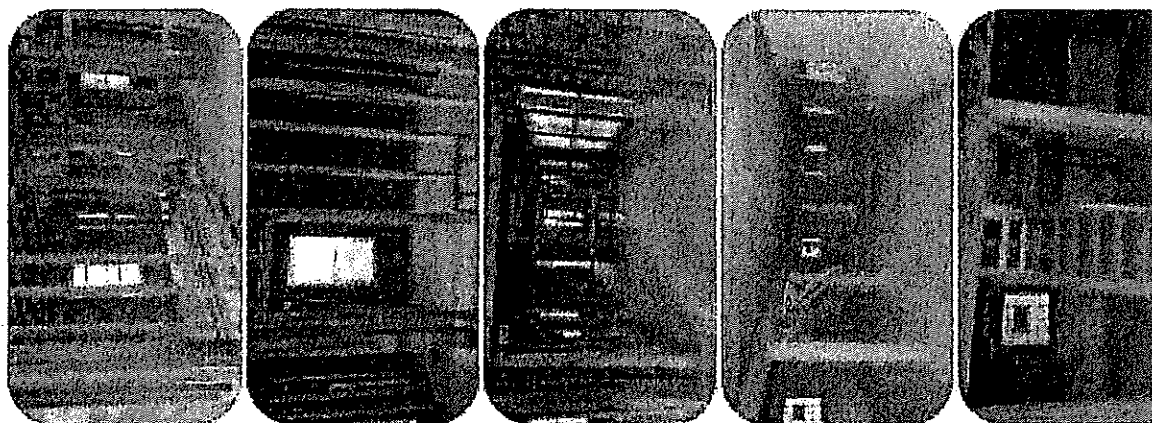
KVAM0116

Brian Mineau, Derek Cole  
Group message



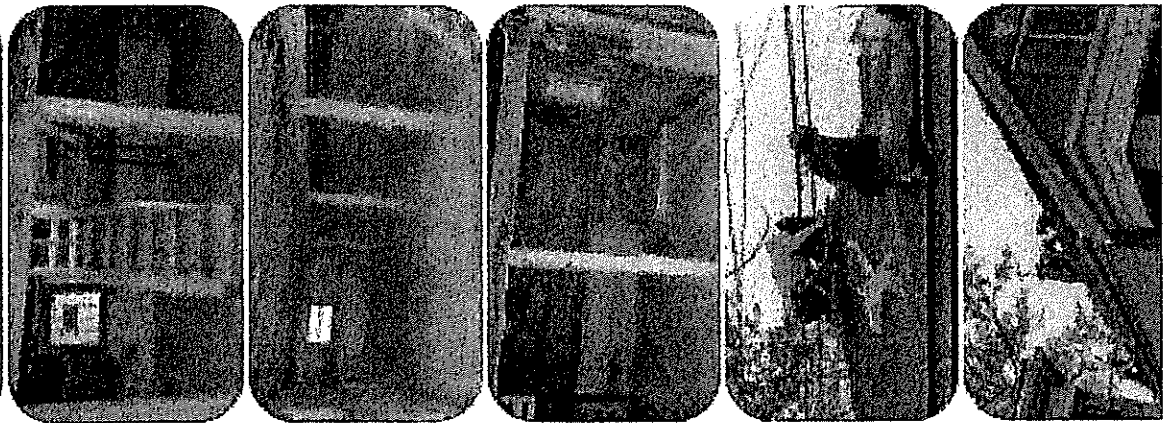
KVAM0117

Brian Mineau, Derek Cole  
Group message



KVAM0118

Brian Mineau, Derek Cole  
Group message



KVAM0119

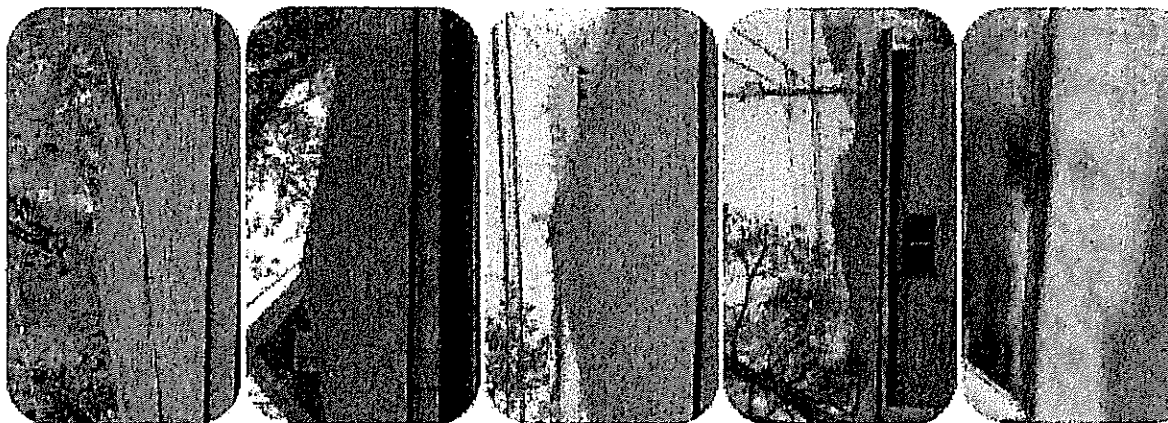


Brian Mineau, Derek Cole  
Group message



KVAM0120

Brian Mineau, Derek Cole  
Group message



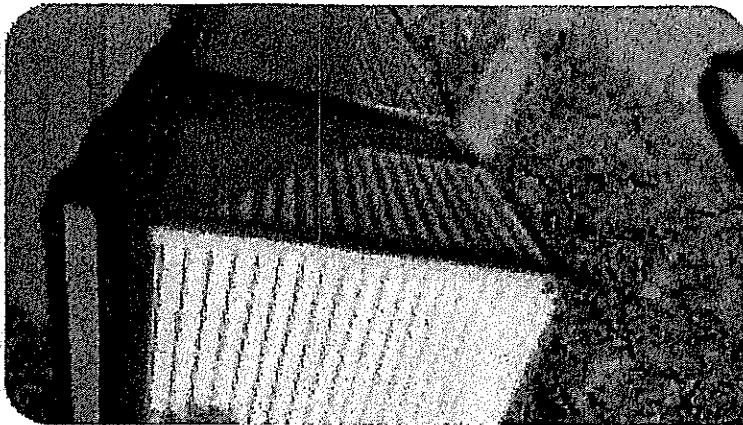
KVAM0121

Brian Mineau, Derek Cole  
Group message



KVAM0122

Brian Mineau, Derek Cole  
Group message



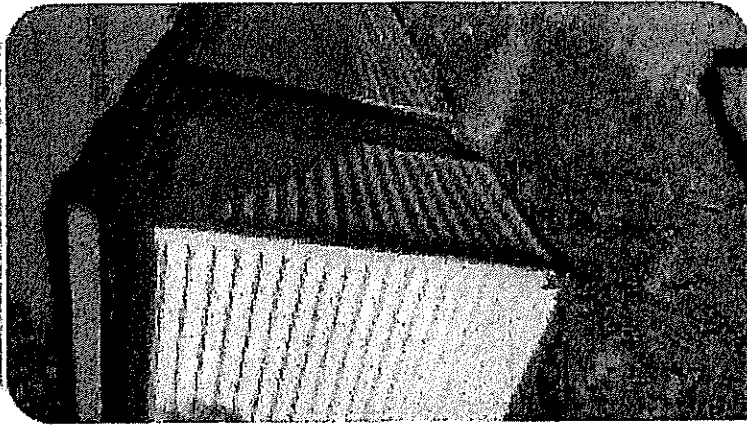
D

Demo of the roof and siding garage and house

Derek Cole • Jun 4, 2017

KVAM0123

Brian Mineau, Derek Cole  
Group message



Demo of the roof and siding garage and house

Derek Cole • Jun 4, 2017



Awesome thank you sir

Brian Mineau (other) • Jun 4, 2017

Derek Cole  
(517) 918-0570

No worries about our not yet connecting for Google Drive. I know that it's been a difficult week. Please just contact me at your convenience to coordinate a time to work through it together. Brian mentioned that your wife may be able to assist as well.

Jun 7, 2017

Yes Jay my wife can probably help. I actually signed myself up for it I'm sorry that I haven't been in contact but I've been a real struggle this week because I've been dealing with a lot of retarded stuff but I'm getting it worked out

Derek Cole • Jun 7, 2017

KVAM0125

Derek Cole  
(517) 918-0570



...

Good morning, Derek,

You probably already have it in your calendar but the water meter installation at May Street is scheduled for tomorrow, Friday, at 9:30 AM.

Other than that, how're things going at May?

Jay



Jun 15, 2017

Good and yes I do. It's all right on time because I got my approval from the city today. I'm actually picking up the paperwork from them now.



Derek Cole • Jun 15, 2017

How all's well with you and your family too. Take care.



\*Hope all's well

Jun 15, 2017

KVAM0126

Derek Cole  
(517) 918-0570

It's going man it's going I'm almost through these crazy project I started out with and I'm ready to scale forward me and my wife are trying to figure out where we're going next

Derek Cole • Jun 15, 2017

That's good. I have faith that things are going to work out well for you both.

Jun 15, 2017

Absolutely they're going to work out well for all of us

Derek Cole • Jun 15, 2017

KVAM0127



Derek Cole  
(517) 918-0570

Good morning, again Derek. Just curious to know whether the water meter installation this morning at May Street went all right. Were you there? Did you have to be present? Are these installations something that the City knobs out fairly quickly? cheers,

Jun 16, 2017

Yes it did it's in a good and all the paperwork came back from the city on your property we are in good position now

Derek Cole • Jun 16, 2017

KVAM0128

Derek Cole  
(517) 918-0570



...

Good day to you, Derek, Just curious as to the anticipated date of completion for May Street. Seems like we're in the home stretch.



Jun 20, 2017

D

I got all the permits and paperwork back from the city last week. I'm from my inspections as soon as they come do those the two weeks after that.

Derek Cole • Jun 20, 2017

Cool, so just a couple inspections then the finish work. What are the remaining inspections?



Jun 20, 2017

D

The final for the rough plumbing and electrical.

Derek Cole • Jun 20, 2017



Thanks for the update. Have good day.

Jun 20, 2017

Derek Cole

(517) 918-0570

No problem I'm gonna up upload some pictures on Google drive I got all that stuff working now I sent some to Brian last night and to Mike so I'm waiting for them to respond and tell me how they work out

Derek Cole • Jun 20, 2017

Oh wow! Glad to hear that you dove into that and have gotten it working. Kudos to you. Yeah look forward to it

Jun 20, 2017

Yeah let's just hope that I did it right

Derek Cole • Jun 20, 2017

I can always assist too, so that's my open offer.

Jun 20, 2017

KVAM0130

Derek Cole  
(517) 918-0570



Oh, wow! Glad to hear that you dove into that and have gotten it working. Kudos to you. Yeah, look forward to it.



Jun 20, 2017

D

Yeah let's just hope that I did it right

Derek Cole • Jun 20, 2017

::



I can always assist too, so that's my open offer.

Jun 20, 2017

D

Oh I know that you guys will help me and trust me when I said I will utilize it the problem is my schedule so hectic in order for me to keep up with all the stuff so when I make plans with you and hear later something I could come up and it changes so much that it's hard for me to pinpoint a definite time that I can sit down to do that stuff

Derek Cole • Jun 20, 2017

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**Exhibit “23”**

**Exhibit “23”**

# Department of Buildings

## Building Violations

### Disclaimer - Please read

The information presented on this website is informational only and does not necessarily reflect the current condition of the building or property. The fact that a permit was issued does not confirm that work was performed, or that work was performed in accordance with that permit and the requirements of the Municipal Code.

Information on inspections and violations reflect conditions found by the inspector at the time of the inspection and not necessarily the current status of those violations or the current condition of the property. The absence of violations on this website does not mean a building or property is in compliance with the requirements of the Municipal Code.

The Department of Buildings may refer certain violations to the City's Department of Law for enforcement proceedings in the Department of Administrative Hearings or the Circuit Court of Cook County. Please contact the Department of Administrative Hearings or the Clerk of the Circuit Court, respectively to obtain records of these proceedings. You may also visit the City's online portal of Building-Related Court Actions.

### INPUT ADDRESS

7747 S MAY ST

### RANGE ADDRESS

7747-7747 S MAY ST CHICAGO IL 60620

### BUILDING ATTRIBUTES

BLDG ID	STORIES	BASEMENT	LENGTH	WIDTH	HEIGHT	FLR AREA	CONSTR TYPE	PORCH	LOT WIDTH	LOT LENGTH	DU
609045	1	Y	50	22	0	1100	3B		25	125	1

### PERMITS

PERMIT #	DATE ISSUED	DESCRIPTION OF WORK
100707950	06/14/2017	INTERIOR ALTERATION OF SINGLE FAMILY RESIDENCE. ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL INVOLVED
100709900	06/08/2017	INSTALL A 100 AMP 32 CIRCUIT PANEL ON EXISTING METER AND RISER NEW PIPING WITH WIRE THROUGHOUT HOUSE
100701458	04/21/2017	REMOVAL OF DRYWALL ONLY (NO OTHER WORK TO BE PERFORMED UNDER THIS PERMIT INCLUDING NO ELECTRICAL WORK); PLANS TO BE SUBMITTED AT A LATER DATE; SUBJECT TO FIELD INSPECTIONS
EL8350670	06/27/1990	100A SERVICE

### CASE ACTIVITY

CASE NUMBER	CASE TYPE
INFO NOT AVAILABLE	CIRCUIT COURT
15DR462759	ADMINISTRATIVE HEARING

### INSPECTIONS

INSP #	INSPECTION DATE	STATUS	TYPE DESCRIPTION
12270203	07/17/2017	PARTIAL PASSED	ELECTRICAL PERMIT INSPECTION
12274840	07/17/2017	PARTIAL PASSED	ELECTRICAL PERMIT INSPECTION
12288430	07/11/2017	PARTIAL PASSED	DOB PLUMBING INSPECTION
11689395	10/29/2015	CLOSED	CHECKLIST INSPECTION
10961612	06/05/2013	FAILED	CONSERVATION COMPLAINT INSPECT
1546257	07/27/2009	CLOSED	CONSERVATION COMPLAINT INSPECT
1546251	08/14/2006	FAILED	CONSERVATION COMPLAINT INSPECT

### VIOLATIONS

CHECKLIST INSPECTION # 11689395		
VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN193110	Register vacant building within 30 days of it becoming vacant, or within 30 days after assuming ownership of an existing vacant building. (13-12-125(a)). Building must be kept in compliance with all vacant building requirements pursuant to 13-12-135. See Vacant Building Ordinance and registration form at <a href="https://iplweb.cityofchicago.org/VBR">https://iplweb.cityofchicago.org/VBR</a>	

CONSERVATION COMPLAINT INSPECT # 10061812		
VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN104035	Failed to maintain windows in sound condition and good repair. (13-196-550(b) and (f))	Attic - Gaps around window frame; window too small for opening; peeling paint at window trim and sashes
CN079014	Failed to maintain garage in sound condition and repair. (13-196-530, 13-196-641)	Garage - Service door - Rusting
CN041063	Failed to cut or remove weeds, grass or other growth that present a fire hazard. (15-4-970)	East, west elevations - Tall grass, weeds
CN070014	Failed to maintain exterior stairways in safe condition and in sound repair. (13-196-570, 13-196-641)	Open rear stairs - Foundation status unknown; stringers inadequately supported at columns; Concrete steps (grade to basement) Cracked, spalled
CN070024	Failed to repair or replace defective or missing members of porch system. (13-196-570, 13-196-641)	Front porch - Foundation status unknown; 2x8 joists span 11'-0"; stringers inadequately supported at columns; rail height only 30". Permit required to repair front porch.
CN073014	Failed to maintain exterior door in sound condition and repair. (13-196-550(d) and (e), 13-196-641)	Security door - Broken glass pane
CN076034	Failed to maintain roof gutters in good repair and working condition. (13-196-590, 13-196-630(b), 13-196-641, 18-29-1101, 18-29-1105, 18-29-1106)	Gutters - Cluttered with leaves, debris
CN190019	Arrange for inspection of premises. (13-12-100)	No response; no entry. Unable to inspect interior, stairwells, basement, and enclosed rear porch. Unverified detectors and occupancy.
CONSERVATION COMPLAINT INSPECT # 1540257		
VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN067014	Failed to maintain roof in sound condition and repair, watertight and free from defects. (13-196-530, 13-196-530(c) and 13-196-641)	REAR PORCH: ROOF-SOME AREAS LEAKING
CN073044	Failed to maintain exterior door hardware in good condition and repair. (13-196-550(d), 13-196-641)	REAR EXTERIOR DOOR: KNOB MISSING
CN077014	Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)	REAR FENCE: GATE LATCH BROKEN
CN070024	Failed to repair or replace defective or missing members of porch system. (13-196-570, 13-196-641)	REAR PORCH, GRADE TO 1ST FLOOR: RAILING LOOSE AND ROTTED
CONSERVATION COMPLAINT INSPECT # 1540251		
VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN067014	Failed to maintain roof in sound condition and repair, watertight and free from defects. (13-196-530, 13-196-530(c) and 13-196-641)	REAR PORCH: ROOF-SOME AREAS LEAKING
CN073044	Failed to maintain exterior door hardware in good condition and repair. (13-196-550(d), 13-196-641)	REAR EXTERIOR DOOR: KNOB MISSING
CN077014	Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)	REAR FENCE: GATE LATCH BROKEN
CN070024	Failed to repair or replace defective or missing members of porch system. (13-196-570, 13-196-641)	REAR PORCH, GRADE TO 1ST FLOOR: RAILING LOOSE AND ROTTED

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “24”**

**Exhibit “24”**





Jay Kvam <kvam.jay@gmail.com>

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## May Street

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Jay Kvam <kvam.jay@gmail.com>  
To: Brian Mineau <Brian.t.mineau@hotmail.com>

Tue, Jan 23, 2018 at 4:17 PM

Good afternoon, Brian,

Just checking in on the status of May Street. How was your trip over to Chicago? And what was the report of the second contractor?

I'm looking forward to hearing seeing the video as well as any other reports.

thank you,

Jay

On Mon, Jan 8, 2018 at 8:13 PM, Jay Kvam <kvam.jay@gmail.com> wrote:  
Thank you, Brian! I look forward to seeing it and will pray for the best.

On Mon, Jan 8, 2018 at 8:12 PM, Brian Mineau <Brian.t.mineau@hotmail.com> wrote:  
Good evening Jay,

When I get the other gentleman to go out there I will have him take a video and once they are in the property I will have him continue as such. Once I get out there next week, I will further inspect the property.

As for the itemized report, I will request one as well.

v/r

Brian Mineau

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**From:** Jay Kvam <kvam.jay@gmail.com>  
**Sent:** Sunday, January 7, 2018 6:58 PM  
**To:** Brian Mineau  
**Subject:** Re: May Street

Good evening, Brian,

Thank you for the response, truly.

I'm glad to hear that you're seeking confirmation of the work that Derek's claimed to have done as well as acknowledged the possibility that legal action may be necessary against him, if it comes to it; I think that verification is prudent. I also think that the second contractor is a good idea, yet I would like to add to the plan in a couple ways that I believe are reasonable, and I have to insist on the first at a minimum:

- We very much need video confirmation of the status of the property and work supposedly

done thus far. Such a video should be continuous without interruption, cutting, nor momentary obscuration and should originate from the curb of the property, clearly capturing not only the address of the property but also those of the adjacent houses as well. We all, and especially Brad and I as investors, should be able to call for and see this. The second contractor that you've asked to visit the property ought to be able to provide this; however, if he can't, or for any other reason, I can easily arrange to have another third-party attend the walk-through and take such a video. Worst case, I myself, would like to walk through the property and would make the necessary arrangements to do so. Again, though, a video as described ought to be acceptable and sufficient.

- Derek should be asked to produce an itemized list of what still needs to be done as well as a timeline for completing each remaining item.

Please let me know about the above plan additions, and I look forward to hearing from you.

I hope that all was well in Portland—many fires, many pokers.

kindly,

Jay

On Sun, Jan 7, 2018 at 5:59 PM, Brian Mineau <Brian.t.mineau@hotmail.com> wrote:  
Good evening sir,

Thank you for the kind words Jay and to you as well!

I appreciate your response and thoughts on the matter. While as of date I wouldn't say the project has been a smashing success, I also wouldn't call it a failure. In real estate, projects more often than not, don't go according to "plan" and as of yet we haven't lost anything. If you do not want to assume the property, then I would say we are in this together and will see it to its end.

I am having another contractor visit the site when Derek is supposed to be there this week and will get a report first hand and then we can make an educated decision to continue or pursue legal action against Derek from there. If it comes to that or I don't like the report I will fly back there myself next week. I was going to go this week but other unforeseen events have drawn me to Portland as of Tuesday morning.

As always I will keep you apprised of any new information.

v/r

Brian Mineau

**From:** Jay Kvam <kvam.jay@gmail.com>  
**Sent:** Sunday, December 31, 2017 9:58 AM  
**To:** Brian Mineau  
**Subject:** Fwd: May Street

Good morning, Brian,

Please see the letter attached. I look forward to hearing your response.

Until then, happy new year, Brian. May 2018 usher in positive changes for your and your family and be adorned by the realization of the goals that you've set for yourself.

sincerely,

Jay

----- Forwarded message -----

From: Jay Kvam <kvam.jay@gmail.com>

Date: Thu, Dec 28, 2017 at 11:17 AM

Subject: Re: May Street

To: Brian Mineau <brian.t.mineau@hotmail.com>

Cc: "Bradley T." <wisted@gmail.com>, Michael Spinola <imagemker@gmail.com>

Good morning, Brian,

Thanks for the reply; much appreciated.

I did see the link that you included, yet it was to the previous listing of the property and the photo taken before we acquired it; taken back in December of 2015 ... Did you mean to upload a different photo perhaps?

More importantly than the exterior in my mind is the interior. I strongly believe that Derek ought to provide photos of the entire interior of the property; we haven't seen anything since May or so. Really, I can't imagine that not having already been ongoing over the course of the entire project, but regardless, he should be able to do that promptly and without excuse. It couldn't possibly take more than an hour on site to photo-document the work that he claims to have done, so there really shouldn't be any reason for delay in his providing those today, by tomorrow, or, at the latest, Saturday.

thanks,

Jay

On Thu, Dec 28, 2017 at 10:56 AM, Brian Mineau <Brian.t.mineau@hotmail.com> wrote:

Good morning Team,

As you can see the windows and roof are brand new and they boarded up the inside windows like I explained. The back porch is not to code and is going to be removed at the end of the project because right now they are using it to cut material out of the snow/rain. All is well with me just been focusing on the bigger fish(Tahoe) as I have more control on that and I can't control the weather/city in Chicago. None the less it will be wrapped shortly, I can order Derek to remove the back porch for example regardless of what they are using it for and the boards from the windows if we would like. I promise I am okay with handing it over to you and Brad if you both feel more comfortable with complete control of that project and since you both of the majority of the capital in it its only fair. I will continue to ride Derek until I hear otherwise from either of you.

v/r

Brian Mineau

From: Jay Kvam <kvam.jay@gmail.com>

Sent: Tuesday, December 26, 2017 9:35 AM

To: Brian Mineau

Cc: Bradley T.; Michael Spinola

Subject: Re: May Street

Good morning, Brian,

I hope that you and your family had a pleasant Christmas as well.

Thank you for the update, first and foremost! I really appreciate the reply, as I, at least, was wondering whether all was well with you.

As we hadn't heard from you for quite a while, I did take it upon myself to try to get some additional insight into the state of the property. I found someone who was able and willing to snap some photos of the exterior of the house. Despite Derek's latest assurances though, the property does not look good. To me, it looks clearly nowhere near being list-ready. Comparing Photo 2 to the second photo of the property on realtor.com—taken in December of 2015—shows that it's actually in much worse shape now than 2 years ago:  
Find Real Estate, Homes for Sale, Apartments & Houses for Rent - realtor.com®

realtor.com

Search real estate property records, houses, condos, land and more on

realtor.com

&reg;. Find property info from the most comprehensive source of home data online.

[https://www.realtor.com/realestateandhomes-detail/7747-S-May-St\\_Chicago\\_IL\\_60620\\_M70264-19539#photo1](https://www.realtor.com/realestateandhomes-detail/7747-S-May-St_Chicago_IL_60620_M70264-19539#photo1)

7747 S May St, Chicago, IL 60620 - realtor.com®

www.realtor.com

View 20 photos for

7747 S May St, Chicago, IL 60620

a bed, 2 bath, 1,056

Sq

. Ft. single\_family built in 1915 that sold on 03/15/2017.

The same appears to be the case for the little room at the back of the house and the stairs into it.

I'm very glad that you've requested photos of the entire project from Derek; that's a good call. Nevertheless, judging from the photos that I've seen, the state of the property does not appear good. Based on them, I can only conclude that he has grossly exaggerated his progress.

sincerely,

Jay

On Tue, Dec 26, 2017 at 9:07 AM, Brian Mineau <Brian.t.mineau@hotmail.com> wrote:

Good morning Gentleman,

Hope everyone had a Merry Christmas. Good thinking Brad, I spoke with Derek about what your friend found and he said the place isn't condemned, he said it has new windows and a new room and everything is basically complete. He said they did take the appliances and a few items out of the house while they waited to ensure they didn't get stolen and they placed sheets and boards over the inside of some of the windows to stop people from peeking in as well. None the less i have requested updated photos and i have asked Harley (my attorney) to draft a letter in regards to Derek's continued delay.

I understand both of your frustrations, I am frustrated as well. No one has lost any capital yet nor will they. I understand the frustration of having capital tied up longer than planned, believe me. If you both would like I can sign the property over to you two since you have the majority of the capital in May Street and you can go with a new contractor for the final items and then split the profit between the two of you.

v/r

Brian Mineau

**From:** Bradley T. <wisted@gmail.com>  
**Sent:** Wednesday, December 20, 2017 11:35 AM  
**To:** Jay Kvam; Brian Mineau; Michael Spinola  
**Subject:** Re: May Street

Hey guys,

I realized I have quite a few contacts left in Chicago so I had an old college buddy drive by and take a peek at the S. May St. house. He didn't grab any pics for me as it was close to dusk when he drove by, but he said it's not looking good. Pretty bad actually. He described it as kind of "condemned looking". Perhaps we should have some actual photos of the property produced at this stage?

On Dec 17, 2017 12:49 PM, "Bradley T." <wisted@gmail.com> wrote:

Do we know anyone in Chicago other than Derek right now who could supply us with actual photo evidence? That might be a good idea, as I have no faith whatsoever in Derek either. I know I only have \$20,000 tied up over there, but I intend to get every cent of it back, and I'm quite concerned at this moment too. I definitely agree with Jay on this one.

On Dec 17, 2017 9:34 AM, "Jay Kvam" <kvam.jay@gmail.com> wrote:

Good morning, Brian,

I'm writing this morning with regard to May Street. As we haven't had any updates for a few weeks now, I can only assume that Derek has, yet again, failed to perform and deliver on time. To be perfectly honest, at this point, I'm quite concerned that Derek is and has been just leading us on with this project. He wouldn't be the first contractor to do so. And, to be frank, I, for one, had lost most of my confidence in him a number of months ago, after he completely abandoned the project to visit an "ailing grandfather", or so the story went, and then supposedly suffered a heart attack.

Until now, I've deferred to your judgment in retaining him for the work on May Street, but at this point, I fear that he's defrauded us. The project is now *many* months past the original, estimated flip plan of about 5-6 months, and Derek seems to continue to fail to perform. Has he been providing you photos of the work at May that demonstrate progress to your satisfaction? Even though you're the lead for the project, it sure would be good to see those photos ourselves, so that we can all be reassured of the progress and the present state of the property.

If, however, Derek hasn't been providing photo evidence of his work but instead just providing you verbal updates, then I *really* think that it's time for you to firmly insist on photos of the entire project. And, then, if the photos do not reflect his description of the project, to hold him accountable. Holding him accountable could take the form of insisting that he return the funds that he received but for work not done, or, if necessary, even filing a claim against his contractor's insurance to recover them.

sincerely,

Jay

On Sun, Nov 19, 2017 at 8:22 PM, Bradley Tammen  
<bradley@atlas-investors-southside-llc.com> wrote:

So good to hear! Thanks for the update  
Brian!

On Nov 19, 2017 8:11 PM, "Jay Kvam"  
<kvam.jay@gmail.com> wrote:

Awesome, Brian; I'm so glad to  
hear this news which now  
really seems to be homing in  
on a listing. We even have a  
target date

Kudos for all that you're doing  
to nudge this along and past  
the finish line; I truly appreciate  
it.

Much thanks for the update,  
and have a good night!

kindly,

Jay Kvam

✉: kvam.jay@gmail.com

☎: +1 (775) 434-8230

On Sun, Nov 19, 2017 at 8:07  
PM, Brian Mineau  
<Brian.t.mineau@hotmail.com>  
wrote:

Good evening  
everyone,

I was waiting to speak with Derek after he met with the subs that have to fix the remaining items on Friday. We spoke this morning and he said they will be done in 14-17 days from tomorrow, they outlined everything and figured out the changes that need to be made it is going to cost an additional 2k however Derek is going to eat that cost because of the delay caused from him getting sick and not appointing someone to cover down. I told him that I plan on having an agent come to the property to list no later than the 8th of December and he said it would be done.

I am not going to use either of the last two agents I used on any of my other properties because they have all had issues with Derek and I think it would be wise to bring in an outside male agent to handle the listing of this property. I will send out weekly emails until we get on the market.

Thank you for everyone's patience's and we are almost out of Chicago and their



corruption and we  
can focus on an  
area were we will  
have better control.  
Have a good  
evening everyone!

v/r

Brian Mineau

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Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “25”**

**Exhibit “25”**

JAY KVAM  
7565 MICHAELA DR  
RENO NV 89511-1476  
✉: [kvam.jay@gmail.com](mailto:kvam.jay@gmail.com)  
☎: +1 (775) 434-8230

BRIAN MINEAU  
2171 SAN REMO DR  
SPARKS NV 89434-2023

2017-12-31

PROPOSAL REGARDING 7747 SOUTH MAY STREET, CHICAGO, ILLINOIS 60620

Brian,

I appreciate your twice offering to sign the property, 7747 South May Street, Chicago, Illinois 60620, over to Brad and me as a suggested resolution to the issues with the rehabilitation project of that property. The suggestion, however, is unworkable due to a couple critical problems with it. I lead, instead, with a proposal that avoids the aforementioned problems and would make the situation completely right by me. Thereafter, I have briefly described the problems inherent with your suggestion, if only as background to my proposal and for your recognition.

#### proposal

I ought to be able to at least recover the funds that I invested in the project plus the 7% interest that was promised to me on the 3 contractor draws that I funded. If you were to refund my investments to-date plus accrued interest by Monday, January 15, 2018, a total due by that date of 96,540.65 \$, then I would be satisfied and willing to renounce any claim to the property as well as my interest in any profit from its future sale.

I believe that this proposal is reasonable as well as the swiftest and most judicious way for you and I to amicably conclude our business together—at least insofar as this project is concerned. Please reply to me with your answer by Friday, January 5, 2018.

I understand that you still believe that the project is nearly complete, and I respect that, yet if that's true, then you'll soon receive the proceeds from the sale of the property and you'd no longer have to reimburse me under my proposal. You'd also be able to retain what would have been my share of the profit.

If, however, the contractor has indeed been defrauding us all along, and the property is nowhere near finished, then allowing me to recover my investment now would honor your commitment and promise to me. And, you could then file a claim against his contractor's insurance or take him to court to recover the funds that you would have reimbursed to me in addition to any damages awarded. I would

encourage you to consider these actions.

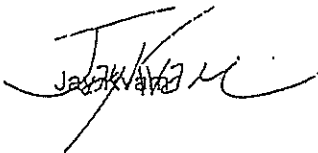
**the critical problems with your suggestion**

If only for background, these are the considerations regarding your suggestion, which prompted me to send you my own proposal.

First, Brad and I were supposed to have merely been co-investors on the project, with you as the project lead and responsible person for selecting the project manager/general contractor as well as communicating with that person, directing the project, and verifying the work done. The prospect of Brad and I having to assume this role to complete the project was not part of the plan nor was it ever discussed even as a possible contingency.

Second, I, have invested a total of 93,921.31 \$ in the project between the acquisition cost, 44,841.31 \$, and the 3 contractor draws that I have funded, 49,080.00 \$ (See Exhibit A for a more detailed accounting.). The 3 draws were supposed to have been sufficient to rehabilitate the property and bring it to market in May, 2017. That, however, has not occurred. Moreover, I have good grounds to believe that the contractor has not done much at all to rehabilitate the property, and there is scant evidence to prove otherwise. Because of this, I deem the project a failure simply as a matter of business. Given the state and condition of the property, were Brad and I to acquire it, we would not only have to find a new, reliable contractor but also need to re-invest a substantial amount of additional funds to rehabilitate it. The consequence of that is that I would have lost the 49,080.00 \$ that I had already contributed to the contractor for work never done.

sincerely,



Jack V. [unclear]

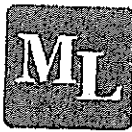
Exhibit A

item	value	date
property purchase	\$44,781.31	2017-02-13
wire transfer fees, property purchase	\$60.00	2017-02-13
1st draw	\$20,000.00	2017-03-23
wire transfer fee, 1st draw	\$20.00	2017-03-23
2nd draw	\$20,000.00	2017-04-14
wire transfer fee, 2nd draw	\$30.00	2017-04-14
3rd draw	\$9,000.00	2017-05-18
wire transfer fee, 3rd draw	\$30.00	2017-05-18
interest, 1st draw	\$1,143.01	2018-01-15
interest, 2nd draw	\$1,058.63	2018-01-15
interest, 3rd draw	\$417.70	2018-01-15

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2020-01-06 03:37:54 PM  
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Transaction # 7669936 : csulezic

**Exhibit “26”**

**Exhibit “26”**



**MATUSKA  
LAW OFFICES**

Michael L. Matuska, Attorney at Law

February 16, 2018

Brian Mineau  
2171 San Remo Drive  
Sparks, NV 89434-2023

Re: 7747 South May Street, Chicago, Illinois 60620

Dear Mr. Mineau:

This letter is written on behalf of Jay Kvam in regard to the above-referenced project. Based on the information provided to me and which has previously been provided to you, Mr. Kvam has invested approximately \$100,000 into this project. The terms of Mr. Kvam's investment are set forth in the Terms of Agreement between Legion Investments LLC and Jay Kvam. Unless you consider Mr. Kvam to be a member of Legion Investments, LLC, that agreement is best described as a combination loan agreement and joint venture agreement, with Mr. Kvam as a lender and joint venturer, and you as the project manager and managing member of Legion Investments, LLC.

The project has experienced multiple difficulties and delays and does not have a completion date. There does not seem to be any question of whether Mr. Kvam fulfilled his funding obligation to the joint venture. Please clarify whether Legion Investments, LLC has provided its share of the funding. At this point, Mr. Kvam requests to be reimbursed for his investment in the project, at which time he will forego any further demand for profits or claims of damages against you and Legion Investments, LLC regarding your management of the project. Please confirm your intention in this regard and ability to make payment no later than February 28, 2018. To the extent you do not have the ability to buy him out completely, please identify adequate security that we may use as collateral for a promissory note and buy-out agreement.

I will look forward to your positive response.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By:

MICHAEL L. MATUSKA, ESQ.

MLM/

cc: Client

(Encls.) Exhibit A accounting

Terms of Agreement between Legion Investments LLC and Jay Kvam

I:\Client Files\Real Estate\Kvam\Mineau\Corr\Sent\Mineau 02.16.18.docx

775-350-7220 Phone

775-350-7222 Fax

mlm@matuskalawoffices.com

Licensed in Nevada and California

2310 South Carson Street, #6  
Carson City, NV 89701  
www.matuskalawoffices.com

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Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “27”**

**Exhibit “27”**





Michael L. Matuska, Attorney at Law

September 19, 2018

Austin K. Sweet, Esq.  
Gunderson Law Firm  
3895 Warren Way  
Reno NV 89509

Re: *Kvam v. Mineau, et al.*  
Second Judicial District Court Case No. CV18-00764

Dear Mr. Sweet:

Thank you for your letter of September 18, 2018 and the offer contained therein.

Mr. Mineau is encouraged to sell the May Street property, [REDACTED], and any other property he needs to sell in order to satisfy Mr. Kvam's claims. [REDACTED]

Sincerely,

MATUSKA LAW OFFICES, LTD.

By:

MICHAEL L. MATUSKA, ESQ.  
2310 South Carson Street, Suite 6  
Carson City NV 89701

cc: Client

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Transaction # 7669936 : csulezic

**Exhibit “28”**

**Exhibit “28”**



# CHICAGO ASSOCIATION OF REALTORS® EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

© 2015 by Chicago Association of REALTORS® - All rights reserved  
This Contract is intended to be a binding Real Estate contract



1. **SPONSORING BROKER.** This Exclusive Right to Sell Listing Agreement ("Agreement") is entered into by and between Miller Chicago LLC ("Sponsoring Broker") and LEGION INVESTMENT LLC ("Seller"). In consideration of the following agreements and Sponsoring Broker's efforts to procure a ready, willing and able buyer for the sale or exchange of property and improvements described below (including the undivided interest in the common elements and accumulated reserves, if any) (collectively, "Property"), Seller hereby grants Sponsoring Broker the exclusive right ("Exclusive Right") to sell the Property (or, at Seller's direction, lease, exchange, joint venture or grant an option to purchase) the Property (collectively, "Transfer of Property") pursuant to the terms and conditions set forth below.

2. **TERM.** Sponsoring Broker's Exclusive Right shall extend from the Effective Date, as set forth on page 3 ("Commencement Date") until 11:59 P.M. on December 31, 2018, at which time this Agreement shall automatically terminate ("Termination Date"). From the date of Seller's acceptance of any offer and execution of a contract for the Transfer of Property ("Accepted Offer"), unless the Accepted Offer is expressly subject to the continual marketing of the Property, Sponsoring Broker shall have no further obligation to market, advertise for sale or show the Property. Once all of the contingencies for the Accepted Offer have been satisfied or waived, Sponsoring Broker shall have no further obligation to Seller except to present Seller with any offers or counteroffers pertaining to the Property.

3. **PRICE.** In the event that the Transfer of Property is a sale, Seller directs Sponsoring Broker to market the Property at a price of \$50,000 ("Marketing Price"). If the Transfer of Property is a lease, Seller directs Sponsoring Broker to market the Property at a price of \$\_\_\_\_\_ per month ("Rental Price"). The Marketing Price and Rental Price may be changed from time to time at Seller's written direction.

4. **PROPERTY.**  
Address: 7747 S MAY ST Unit Number(s): \_\_\_\_\_  
City: Chicago State: IL Zip Code: 60620  
Parking Space Number(s): \_\_\_\_\_ (check all that apply) ☐ Deeded; ☐ Limited Common Element; ☐ Assigned; ☐ Indoor; ☐ Outdoor  
Storage Space Number(s): \_\_\_\_\_ (check all that apply) ☐ Deeded; ☐ Limited Common Element; ☐ Assigned

5. **POSSESSION.** Seller shall surrender possession of the Property in broom-clean condition and remove all debris and personal property not conveyed to buyer before closing of the transaction set forth in the purchase and sale agreement or lease, unless otherwise agreed to in writing.

6. **DESIGNATED AGENT.** Sponsoring Broker and Seller hereby agree that (a) Moses Hall, a sponsored licensee of Sponsoring Broker, is Seller's exclusive designated agent ("Designated Agent") under this Agreement with Sponsoring Broker, and (b) neither Sponsoring Broker nor other sponsored licensees of Sponsoring Broker will be acting as agent for Seller. Seller understands and agrees that Sponsoring Broker and any of Sponsoring Broker's other sponsored licensees may enter into agreements with prospective buyers of the Property as agents of those buyers.

7. **MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Sponsoring Broker, through the Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived; and (c) answer Seller's questions relating to the offers, counteroffers, notices and contingencies.

8. **SELLER OBLIGATIONS.** From and after the Commencement Date of this Agreement, Seller agrees to:  
(i) cooperate fully with Sponsoring Broker and the Designated Agent; (ii) refer all inquiries to Sponsoring Broker and the Designated Agent; (iii) allow access and entry to the Property at convenient times by Sponsoring Broker, the Designated Agent and cooperating brokers (whether alone or accompanied by Sponsoring Broker or the Designated Agent) for the purpose of showing the Property to prospective buyers or lessees; (iv) if the Property is leased or occupied by a tenant, to comply with paragraph H of the General Provisions of this Agreement; (v) conduct all negotiations through Sponsoring Broker or the Designated Agent; (vi) pay an upfront fee to Sponsoring Broker for professional services in the amount of \$\_\_\_\_\_; and (vii) pay Sponsoring Broker a commission or compensation pursuant to the terms of Paragraph 9 below.

9. **COMPENSATION.** In the event Sponsoring Broker produces a buyer ready, willing and able to close on the Transfer of Property on the terms provided in this Agreement, then Seller shall pay Sponsoring Broker a commission in the amount of Flat Fee \$2000 % [percent] of the Purchase Price ("Sale Commission") plus \$\_\_\_\_\_ ("Additional Commission"). In the event Seller enters into a leasing agreement with a tenant during the term of this Agreement, Seller agrees to pay Sponsoring Broker a rental commission of \_\_\_\_\_ ("Rental Commission") plus \$\_\_\_\_\_ ("Additional Rental Commission"). In the event the Property is later purchased by the tenant, or an option to purchase is later granted to and exercised by tenant, then in addition to the Rental Commission and Additional Rental Fee, Seller must pay Sponsoring Broker the Sale Commission and Additional Commission. The Sale Commission, Additional Commission, Rental Commission and Additional Rental Commission are referred to collectively as "Commission." Sponsoring Broker shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property resulted from the service and/or effort of the Sponsoring Broker, Designated Agent, Seller or any other persons or entities; or (b) upon the closing of any Transfer of Property within 180 days after the Termination Date to any person to whom the Property was submitted prior to the Termination Date. Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Seller has entered into a valid, bona fide, written listing agreement with another licensed real estate broker during the 180 day period, then Sponsoring Broker shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property. For Property which is not residential property of four units or less, if the Property is listed with another licensed real estate broker during the 180 day period following the Termination Date, Seller shall be liable for the entire Commission, which shall be shared by the Sponsoring Broker and the other licensed real estate broker. The actual allocation of the Commission will be determined pursuant to a separate agreement between Sponsoring Broker and the other licensed real estate broker. Sponsoring Broker may share Sponsoring Broker's compensation or commission with all cooperating brokers regardless of any cooperating broker's agency relationship to Seller, Sponsoring Broker or the buyer.

In the event this Agreement is cancelled by Seller pursuant to the terms of this Agreement, unless mutually agreed to in writing by Sponsoring Broker and Seller, Seller shall pay to Sponsoring Broker, within 4 business days of written demand by Sponsoring Broker, reimbursement for Sponsoring Broker's performance of professional services in the amount of \$ 500, including but not limited to: marketing, advertising, office expenses, Multiple Listing Service (MLS) fees, printing, attorneys' fees and court costs. The amount for Sponsoring Broker's performance of services shall be determined solely by Sponsoring Broker. In cases of the Seller's breach of this Agreement, Seller shall pay to Sponsoring Broker the Commission payable on the Transfer of Property to compensate Sponsoring Broker for Sponsoring Broker's time, expenses and services involved in marketing the Property. Seller expressly agrees to all of the terms of this Agreement with respect to payment of the Commission, including, without limitation, Paragraph M of the General Provisions attached hereto.

10. **DUAL REPRESENTATION.** By checking "Yes" and signing below, Seller acknowledges and agrees that the Designated Agent ("Licensee") may undertake a dual representation (represent both seller and buyer or landlord and tenant) for the sale or lease of property. Seller acknowledges they were informed of the possibility of this type of representation. Before signing this document please read the following:

Seller Initials: EM Seller Initials: \_\_\_\_\_ Page 1 of 4  
Revised 08/2015 Sponsoring Broker Initials: \_\_\_\_\_

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 the financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information to seller or buyer 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 the Licensee may know about a client, without that client's express consent. 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 either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By signing below, you acknowledge that you have read and understand this form and voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

Seller (check one): ☒ Yes ☐ No Seller Signature: *Chris Minkau* Seller Signature: \_\_\_\_\_

**11. ADDITIONAL TERMS AND PROPERTY INFORMATION.** Seller represents that the following information is true and correct as of the date of this Agreement and shall keep Sponsoring Broker and Designated Agent informed of all changes to the following information:

(n) Property P.I.N. # 20-29-417-015-0000 Homeowner's Exemption: ☐ Yes ☒ No  
Real estate taxes for the year 2017 equal \$ 2,441.38 Senior Citizen's Exemption: ☐ Yes ☒ No  
Senior Freeze Exemption: ☐ Yes ☒ No  
P.I.N. # \_\_\_\_\_  
Real estate taxes for the year 20 equal \$ \_\_\_\_\_

(b) Seller is aware of any circumstances that would affect the transfer of title? ☐ Yes ☒ No  
(example: probate, divorce, liens, lis pendens, judgments, etc....)  
If yes, please explain: \_\_\_\_\_

(c) Is Property currently leased? ☐ Yes ☒ No  
If yes, lease expiration date is \_\_\_\_\_; rent amount is \$ \_\_\_\_\_; security deposit amount (if any) is \$ 0

(d) Utility and Energy. Please enter the Electricity and/or Gas Account Numbers for the Property:  
Electricity Account Number: \_\_\_\_\_ Gas Account Number: \_\_\_\_\_

(e) The lot size is approximately 3,720 Approximate square feet of the interior of the Property: 1,056

(f) If a Condominium or Homeowners Association, Seller shall complete the following information and comply with General Provision C:

Management Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Current monthly assessment equals \$ \_\_\_\_\_ and includes \_\_\_\_\_

Percentage of interest in common elements is \_\_\_\_%. Waiver of Right of First Refusal necessary? ☐ Yes ☐ No

Seller (check one) [\_\_\_\_ is \_\_\_\_ is not] aware of a proposed special assessment. Seller shall keep Sponsoring Broker informed of all Board of Directors/Managers actions. Seller shall keep Sponsoring Broker informed of any change to this information.

If applicable, the amount of special assessment is \$ \_\_\_\_\_ with a remaining balance due of \$ \_\_\_\_\_ payable through \_\_\_\_\_ Special assessments are payable (check all that apply) ☐ Annually; ☐ Semi-Annually; ☐ Quarterly; ☐ Monthly.

(g) If this property is new construction, Rider 13, "New Construction Insulation Disclosure", must be completed and attached.

(h) If the Property is income or commercial property, Seller shall provide Sponsoring Broker 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 14 days after the date of this Agreement.

(i) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke and carbon monoxide detectors present and in working condition. Seller shall comply with these ordinances. In addition, Seller shall provide Sponsoring Broker with the following, if applicable, within 72 hours after the written acceptance of this Agreement: (a) Illinois Residential Real Property Disclosure Report; (b) Heat Disclosure; (c) Lead Paint Disclosure; (d) Radon Disclosure; and (e) Zoning Certificate.

**12. PROMOTING AND ADVERTISING PROPERTY PER THE ILLINOIS REAL ESTATE LICENSE ACT OF 2000, AS AMENDED.** Sponsoring Broker is hereby authorized to promote and advertise the Property as Sponsoring Broker deems appropriate, including but not limited to (i) displaying signs on the Property, (ii) placing the Property in any multiple listing service in which Sponsoring Broker participates at the time a contract is executed, (iii) promoting the Property on Sponsoring Broker's internet website, social media sites, and on the internet websites of other brokers, and/or through any other advertising medium which Sponsoring Broker may subscribe to or otherwise use, and (iv) releasing information as to the amount of the selling price, type of financing, and number of days to sell this Property to any multiple listing service in which Sponsoring Broker participates at the time a contract is executed. Consistent with the foregoing, any internet website on which the Property is promoted may (a) allow third parties to write comments or reviews about the Property, or display a hyperlink to such comments or reviews, or (b) include an automated estimate of the fair market value of the Property, or display a hyperlink to such an estimate. The foregoing notwithstanding, by checking one or both of the boxes at the end of this Paragraph 13, and writing its initials below, Seller requests that on any internet website on which the Property is promoted, one or both of these features be disabled or discontinued. Sponsoring Broker in turn will disable

Seller Initials: *CM* Seller Initials: \_\_\_\_\_ Page 2 of 4 Revised 08/2015 Sponsoring Broker Initials: \_\_\_\_\_

or discontinue such designated features on its website, and will communicate to each multiple listing service in which it participates, and to each broker or other third party on whose internet website the Property is promoted or advertised, that the Seller has elected to have one or both of these features disabled or discontinued. However, notwithstanding any such Seller request, a broker's internet website may (1) communicate the broker's professional judgment concerning the Property, and (2) notify its customers and visitors to its website that a feature has been disabled or discontinued "at the request of Seller".

Disable/Discontinue Website Features (check any that apply and initial):  
☐ Disable/Discontinue Comments/Reviews regarding Property;  
☐ Disable/Discontinue Automated Estimate of Market Value of Property.

Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

**13. FIXTURES AND PERSONAL PROPERTY.** In conjunction with any Accepted Offer, Seller agrees to transfer by a bill of sale, all heating, electrical, and plumbing systems that are owned by Seller and serve the Property together with the following to the buyer (check or enumerate applicable items.)

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Sump Pump	<input type="checkbox"/> Central air conditioner	<input type="checkbox"/> Fireplace screen	<input type="checkbox"/> Built-in or attached shelves or cabinets
<input type="checkbox"/> Oven/Range	<input type="checkbox"/> Smoke and carbon monoxide detectors	<input type="checkbox"/> Window air conditioner	<input type="checkbox"/> and equipment	<input type="checkbox"/> Ceiling fan
<input type="checkbox"/> Microwave	<input type="checkbox"/> Intercom system	<input type="checkbox"/> Electronic air filter	<input type="checkbox"/> Fireplace gas log	<input type="checkbox"/> Radiator covers
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Security system (rented or owned) (strike one)	<input type="checkbox"/> Central humidifier	<input type="checkbox"/> Firewood	<input type="checkbox"/> All planted vegetation
<input type="checkbox"/> Garbage disposal	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Lighting fixtures	<input type="checkbox"/> Attached gas grill	<input type="checkbox"/> Existing storms
<input type="checkbox"/> Trash compactor	<input type="checkbox"/> Attached TV(s)	<input type="checkbox"/> Electronic garage door(s) with remote unit(s)	<input type="checkbox"/> and screens	<input type="checkbox"/> Outdoor play set/swings
<input type="checkbox"/> Washer	<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Tacked down carpeting	<input type="checkbox"/> Window treatments	<input type="checkbox"/> Outdoor shed
<input type="checkbox"/> Dryer	<input type="checkbox"/> Multimedia equipment	<input type="checkbox"/> Other Equipment	<input type="checkbox"/> Home warranty (as attached)	
<input type="checkbox"/> Water Softener	<input type="checkbox"/> Stereo speakers/surround sound			

Seller also transfers the following: \_\_\_\_\_

The following items are excluded: \_\_\_\_\_

**14. MULTIPLE LISTING SERVICE (MLS).** MLS rules require Sponsoring Broker to input Property into the MLS within 72 hours of the execution of this Agreement. If Seller does not want the Property inputted into the MLS within 72 hours, Seller must set forth the date to have the Property inputted into the MLS by adding a date and initialing below. If Seller would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Seller must complete and sign the form provided by MRED, "Seller's Listing Exemption Addendum." Unless noted otherwise below, Sponsoring Broker will publish the MLS listing of the Property within 72 hours of the full execution of this Agreement in accordance to MLS guidelines.

Seller authorizes Sponsoring Broker not to submit Property into the MLS until \_\_\_\_\_ (Date)

Initial if date is entered above: Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

**THE GENERAL PROVISIONS ON THE FOLLOWING PAGE ARE HEREBY INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT.**

**SELLER'S INFORMATION:**

Seller's Signature: Brian Mineau

Seller's Signature: \_\_\_\_\_

Date: 9/24/2018

All Legal Title Holders or Legal Agent for Seller:

LEGION INVESTMENT LLC

\_\_\_\_\_

Seller's Name (print): Brian Mineau

Seller's Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address 1: \_\_\_\_\_

Email Address 2: \_\_\_\_\_

**SPONSORING BROKER'S INFORMATION:**

Sponsoring Broker's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ ("Effective Date")

Sponsoring Broker (print): Miller Chicago LLC

Address: 34 S Ashland

City: Chicago State: IL Zip: 60607

Office Phone: \_\_\_\_\_

Office Fax: \_\_\_\_\_

Office MLS ID: \_\_\_\_\_

Designated Agent Name (print): Moses Hall

Designated Agent MLS ID: 875865

Office Phone: \_\_\_\_\_

Agent Direct Line: \_\_\_\_\_

Agent Cell Phone: 718-644-6694

Agent Fax Number: \_\_\_\_\_

Agent Email Address: Moses@MillerChicagoRealEstate.com

Seller Initials: BM Seller Initials: \_\_\_\_\_

**GENERAL PROVISIONS:**

**A. Fair Housing Act.** IT IS ILLEGAL FOR EITHER THE SELLER OR THE SPONSORING BROKER TO REFUSE TO DISPLAY, LIST, LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE 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, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. SELLER AND SPONSORING BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

**B. Obligations of Seller.** Seller shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance with the Act, and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act, as amended.

**C. Illinois Condominium Property Act.** If the property is a condominium, then no later than 15 days from the date of this Agreement, Seller shall furnish to Sponsoring Broker a complete set of condominium documents, including the declaration, bylaws, and if available, a survey. If the Property is a cooperative, then, no later than 15 days from the date hereof Seller shall furnish to Sponsoring Broker a complete set of cooperative documents, including the proprietary lease or trust agreement, bylaws, and if available, a survey. If the Property is a townhouse or condominium and dependent upon the condominium association's governing documents, either upon execution of this Agreement or upon Seller's acceptance of an offer by buyer, Seller shall promptly notify the appropriate representative of the condominium association or any affiliated organization of the contemplated transaction. Seller shall furnish to the buyer a statement from an authorized officer or agent of the condominium association certifying payment of assessments for condominium common expenses, and if applicable, proof of waiver or termination of any right of refusal or general option contained in the declaration of condominium together with any other documents required by the declaration of condominium or its bylaws as a precondition to the transfer of ownership. At closing, Seller shall deliver to the buyer all appropriate documents properly endorsed and a survey or plat of the condominium unit showing the location of all improvements of the unit and further showing any parking spaces or garages that will be conveyed. Seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property Act (765 ILCS 605/1 et seq.), as amended, as may be applicable.

**D. Title.** At least 5 days prior to closing, Seller shall furnish an owner's title insurance policy in the amount of the purchase price showing good and merchantable title, and execute and deliver, or cause to be executed and delivered to the buyer a proper instrument of conveyance.

**E. Survey.** If the Property is not a condominium or a cooperative, then prior to closing, Seller shall furnish to the buyer at least 5 days prior to closing a survey by a licensed land surveyor dated not more than 6 months prior to date of closing (as defined in the Seller's Real Estate Sale Contract) showing the present location of all improvements on the Property. If the buyer or buyer's mortgagee desires a more recent or extensive survey, then the survey shall be obtained at the expense of either the buyer or seller, as agreed to by buyer and Seller.

**F. Lock Box.** Seller hereby authorizes Sponsoring Broker and its agent to place an electronic or combination lock box on the Property in accordance with the terms and conditions of this Agreement for the purpose of keeping a key to the Property for access by cooperating real estate agents. Seller shall hold Sponsoring Broker, its agents, and any Multiple Listing Service of which Sponsoring Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Sponsoring Broker and/or agent as a result of Seller's authorization to use a "Lock Box," including, but not limited to, any and all liabilities and costs, including reasonable attorneys' fees incurred by Sponsoring Broker and/or agents as a result of this authorization, except for any criminal or gross negligence on the part of the Sponsoring Broker and/or agents.

**G. Seller's Personal Property.** Seller has been advised by Sponsoring Broker of the importance of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance through Seller's insurance company.

**H. Leased Property.** If the Property is leased or occupied by a tenant, Seller acknowledges and agrees to the following: (i) Seller has notified and advised the tenant/occupant of this Agreement, including, without limitation, the terms and provisions of Paragraph F of these General Provisions; (ii) Seller will comply with all of the provisions of the Chicago Residential Landlord and Tenant Ordinance and any other laws, regulations, and ordinances relating to the provision of notice to, and obtaining permission from, any tenant or occupant of the Property for the Sponsoring Broker, its agent, cooperating real estate agents, and prospective buyers or lessees to enter the Property during reasonable times during the term of the Agreement; (iii) it is Seller's responsibility to keep the Sponsoring Broker informed of any times that Seller's tenant or occupant has not agreed to provide access to the Property; and (iv) Seller has advised all of the tenants and occupants of the Property of the importance of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance during the term of this Agreement.

**I. Indemnity.** Seller hereby indemnifies and holds Sponsoring Broker and Sponsoring Broker's agents harmless, from any and all claims, disputes, litigation, judgments, costs and legal fees from the defense of Sponsoring Broker and Sponsoring Broker's agents, including reasonable attorneys' fees and costs, arising from any misrepresentation by the Seller or other incorrect information supplied by the Seller to Sponsoring Broker or any third party.

**J. Authority.** Seller warrants that Seller has the authority to execute this Agreement and to deal with and on behalf of the Property as provided in this Agreement.

**K. Sponsoring Broker's Duty.** Sponsoring Broker's sole duty is to use Sponsoring Broker's best efforts to effect a Transfer of Property, and Sponsoring Broker is not charged with the custody of the Property, its management, maintenance, upkeep or repair.

**L. Disbursement of Earnest Money.** If a dispute arises between Seller and the buyer as to whether a default had occurred and Sponsoring Broker acts as Escrowee of earnest money, Sponsoring Broker shall hold the earnest money and pay it out as agreed in writing by Seller and the buyer or as directed by a court of competent jurisdiction. In the event of a dispute Seller agrees that Sponsoring Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Seller agrees that Sponsoring Broker may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to indemnify and hold Sponsoring Broker harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs and expenses arising out of the default, claims and demands. If Seller defaults, earnest money, at the option of the buyer, and upon written direction by Seller and the buyer or as directed by a Court of competent jurisdiction, shall be refunded to the buyer and Seller shall not be released from any of its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, disbursement of earnest money shall be in accordance with the Real Estate License Act of 2000, as amended.

**M. Commission.** No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in writing and signed by the parties hereto. Sponsoring Broker's commission is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment agreement for deed, whichever occurs first, and Sponsoring Broker is authorized to deduct the commission and expenses from the earnest money deposit at time. SPONSORING BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM THE BUYER. IF THE BUYER DEFAULTS AND EARNEST MONEY IS RELEASED TO THE SELLER, THE EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT OF SPONSORING BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE SHALL BE PAID TO SELLER, EXCEPT AS OTHERWISE STATED BELOW IN PARAGRAPH "N" OF THE GENERAL PROVISIONS OF THIS AGREEMENT.

**N. 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 in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS, as amended from time to time, through the facility of the Chicago Association of REALTORS. The parties agree to be bound by any award rendered by any professional standards arbitration hearing panel of the Chicago Association of REALTORS and further agree that judgment upon any award rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS 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 Chicago Association of REALTORS to facilitate any arbitration.

**O. Representation of Multiple Sellers.** Seller understands and agrees that Sponsoring Broker may from time to time represent or assist other sellers who may be interested in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker is working as a customer. The Seller consents to Sponsoring Broker'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 Sponsoring Broker's representation or assistance of other sellers who may be interested in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker is working as a customer.

**P. Notice.** All notices required by this Agreement shall be in writing and shall be served upon the Parties at the addresses provided in this Agreement. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery or commercial delivery service or by the use of a facsimile machine. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall be deemed originals. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient. Each Party shall retain a copy of proof of facsimile transmission and email notice and provide such proof, if requested.

**Q. Miscellaneous.**

- (1) Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter, and vice versa.
- (2) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.
- (3) Any reference in this Agreement to "day" or "days" shall mean business days, not calendar days. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago Time.

Seller Initials:   *BL*   Seller Initials: \_\_\_\_\_Page 4 of 4  
Revised 08/2015

Sponsoring Broker Initials: \_\_\_\_\_

# Exhibit “29”

FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezlc

# Exhibit “29”



**CHICAGO ASSOCIATION OF REALTORS®**  
**Residential Real Estate Purchase and Sale Contract**  
 (For use with Single Family Homes, Fee Simple Townhomes, or Shared Community Associations)  
 This Contract is intended to be a Binding Real Estate Contract



1. **Contract.** This Residential Real Estate Purchase and Sale Contract ("Contract") is made by and between  
 2 Thousand Oaks Management ("Buyer"), and LEGION INVESTMENT LLC ("Seller")  
 3 (Buyer and Seller collectively, ("Parties")), with respect to the purchase and sale of the real estate and improvements located at  
 4 7747 S May Ave, Chicago, IL 60620 ("Property").

5 The Property P.I.N. # is 20294170150000. Lot Size: 3,720  
 6 Additional P.I.N. #(s) (if applicable) \_\_\_\_\_

7 2. **Fixtures and Personal Property.** At Closing (as defined in Paragraph 8 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale  
 8 all heating, cooling, electrical and plumbing systems, and the following checked and enumerated Items (collectively, "Fixtures and Personal Property"), which Fixtures and  
 9 Personal Property are owned by Seller, and to Seller's knowledge, are currently present on the Property and in operating condition as of the Acceptance Date:

10 <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Sump Pump	<input type="checkbox"/> Central air conditioner	<input type="checkbox"/> Fireplace screen	<input type="checkbox"/> Built-in or attached
11 <input type="checkbox"/> Oven/Range	<input type="checkbox"/> Smoke and carbon monoxide	<input type="checkbox"/> Window air conditioner	<input type="checkbox"/> and equipment	<input type="checkbox"/> shelves or cabinets
12 <input type="checkbox"/> Microwave	<input type="checkbox"/> detectors	<input type="checkbox"/> Electronic air filter	<input type="checkbox"/> Fireplace gas log	<input type="checkbox"/> Ceiling fan(s)
13 <input type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom system	<input type="checkbox"/> Central humidifier	<input type="checkbox"/> Firewood	<input type="checkbox"/> Radiator covers
14 <input type="checkbox"/> Garbage disposal	<input type="checkbox"/> Security system (rented or owned) (check one)	<input type="checkbox"/> Attached gas grill	<input type="checkbox"/> All planted vegetation	
15 <input type="checkbox"/> Trash compactor	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Lighting fixtures	<input type="checkbox"/> Existing storms	<input type="checkbox"/> Outdoor play set/swings
16 <input type="checkbox"/> Washer	<input type="checkbox"/> Attached TV(s)	<input type="checkbox"/> Electronic garage door(s)	<input type="checkbox"/> and screens	<input type="checkbox"/> Outdoor shed
17 <input type="checkbox"/> Dryer	<input type="checkbox"/> TV Antenna	<input type="checkbox"/> with remote unit(s)	<input type="checkbox"/> Window treatments	
18 <input type="checkbox"/> Water Softener	<input type="checkbox"/> Multimedia equipment	<input type="checkbox"/> Tacked down carpeting	<input type="checkbox"/> Other Equipment	

19 Seller shall also transfers the following: \_\_\_\_\_

20 The following Items are excluded: \_\_\_\_\_

21 3. **Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 41,000 ("Purchase Price").

22 4. **Closing Cost Credit (Optional).** Check if applicable ☐ Seller agrees to credit to Buyer at Closing (check one) ☐ \$ \_\_\_\_\_ OR ☐ % of Purchase Price  
 23 ("Closing Cost Credit"), to be applied to prepaid expenses, closing costs or both as lender permits, and that such credit appears on the Master Statement or Closing  
 24 Disclosure.

25 5. **Home Warranty (Optional).** Check if applicable ☐ Seller agrees to provide Buyer with a Home Warranty at Closing, at a cost of no less than: \$ \_\_\_\_\_

26 6. **Earnest Money.** Upon the Parties execution and delivery of this Contract, Buyer shall deposit with seller attorney ("Escrowee"),  
 27 earnest money in the amount of \$ 1,000, in the form of check within 3 Business Days after the Acceptance Date. The  
 28 earnest money shall be increased to (check one) ☐ % [percent] of the Purchase Price, OR ☐ a total of \$ \_\_\_\_\_ ("Earnest Money")  
 29 within \_\_\_\_\_ Business Days after the conclusion of the Attorney Approval Period (as established in Paragraph 15 of this Contract). The Parties acknowledge and agree that  
 30 (i) the Parties shall execute all necessary documents with respect to the handling of the Earnest Money in form and content mutually agreed upon between the Parties  
 31 and (ii) unless otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

32 7. **Mortgage Contingency.** Parties agree that this Contract (check one) ☐ [is] ☒ [is not] subject to Paragraph 7, Mortgage Contingency. If [is not] is checked,  
 33 then this paragraph 7 does not apply. This Contract is contingent upon Buyer securing by CASH ("First Commitment Date") a written mortgage  
 34 commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial  
 35 institution, in the amount of (check one) ☐ \$ \_\_\_\_\_ OR ☐ % [percent] of the Purchase Price, the interest rate (or initial interest rate if an adjustable rate  
 36 mortgage) not to exceed \_\_\_\_\_ % per year, amortized over \_\_\_\_\_ years, payable monthly, loan fee not to exceed \_\_\_\_\_ %, plus appraisal and credit report fee, if any  
 37 ("Required Commitment"). Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8 or  
 38 Rider 9 shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing  
 39 on or before that Date. Thereafter, Seller may, within 30 Business Days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment  
 40 for Buyer upon the same terms, and may extend the Closing Date by 30 Business Days. The Required Commitment may be given by Seller or a third party. Buyer shall  
 41 furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as  
 42 directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the  
 43 Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required  
 44 Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the  
 45 Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this  
 46 contingency and this Contract shall remain in full force and effect.

47 8. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Earnest Money, Closing Cost Credit, plus or minus prorations and escrow  
 48 fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer ("Closing"). Closing shall occur on or prior to 10 days from acceptance  
 49 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and merchantable title prior to Closing.

50 9. **Possession.** Unless otherwise agreed to in Rider 22 Post-Closing Possession Rider, Seller agrees to deliver possession of the property at Closing. If Seller does  
 51 not surrender possession at Closing, Seller shall be considered in default of this Contract.

Buyer Initials: [Signature]

Buyer Initials: \_\_\_\_\_

Page 1 of 4  
 Revised 09/2017

Seller Initials: [Signature]

Seller Initials: \_\_\_\_\_

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52 10. Deed. At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") with release  
53 of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants,  
54 conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and  
55 unconfirmed; homeowners or condominium association declaration and bylaws, if any; and general real estate taxes not yet due and payable at the time of Closing.

56 11. Real Estate Taxes. Seller represents that the total 20 16 general real estate taxes for the Property and all P.I.N.s referenced paragraph 1 of this Contract  
57 were \$2,441. General real estate taxes for the Property are subject to the following exemptions (check box if applicable): ☐ Homeowner's. ☐ Senior  
58 Citizen's. ☐ Senior Freeze. ☐ Historical Tax Freeze. General real estate taxes shall be prorated based on 105 % of the most recent ascertainable full year tax bill,  
59 unless mutually agreed to otherwise by the Parties in writing prior to the expiration of the Attorney Approval Period.

60 12. Homeowners Association. Parties agree that the Property (check one) ☐ [is] ☒ [is not] a part of a homeowners association and that either the Illinois Common  
61 Interest Community Association Act, Illinois Condominium Property Act, or other applicable state association law applies ("Governing Law"). If [is not] is checked, then  
62 this paragraph 12, Homeowners Association, does not apply. Seller represents that as of the Acceptance Date, the regular monthly assessment pertaining to the  
63 Property is \$\_\_\_\_\_; a special assessment (check one) ☐ [has] OR ☐ [has not] been levied. The original amount of the special assessment pertaining to the  
64 Property was \$\_\_\_\_\_, and the remaining amount due at Closing will be \$\_\_\_\_\_ and (check one) ☐ [shall] OR ☐ [shall not] be assumed by Buyer at  
65 Closing. Buyer acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and these  
66 fees may increase, prior to Closing. Notwithstanding anything to the contrary contained in this Paragraph 12, Seller shall notify Buyer of any proposed special assessment,  
67 increase in any regular assessment, and amendments or revisions to any items stipulated by the resale disclosure provisions of the Governing Law ("Association  
68 Documents"), including but not limited to the declaration, bylaws, rules and regulations, and the prior and current years' operating budgets, between the Date of  
69 Acceptance and Closing. Seller shall notify Buyer within 5 Business Days (and in no event later than the Closing Date) after Seller receives notice of any proposed special  
70 assessment, increase in any regular assessment, and amendments or revisions to any of the Association Documents. Seller shall furnish Buyer a statement from the  
71 proper association representative certifying that Seller is current in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal  
72 or similar options contained in the bylaws of the association for the transfer of ownership. Seller shall deliver to Buyer the Association Documents within \_\_\_\_\_ Business  
73 Days of the Acceptance Date. In the event the Association Documents disclose that the Property is in violation of existing rules, regulations, or other restrictions or that  
74 the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Property or would increase the financial considerations which  
75 Buyer would have to extend in connection with owning the Property, then Buyer may declare this Contract null and void by giving Seller written notice within 5 Business  
76 Days after the receipt of the Association Documents, listing those deficiencies which are unacceptable to Buyer, and thereupon all Earnest Money deposited shall be  
77 returned to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full  
78 force and effect. Seller agrees to pay any applicable processing/move-out/transferring fees as required by the association, and Buyer agrees to pay the credit report and  
79 move-in fee if required by the association. If the right of first refusal or similar option is exercised, this Contract shall be null and void and the Earnest Money shall be  
80 returned to Buyer, but Seller shall pay the commission pursuant to Paragraph U of the General Provisions of this Contract.

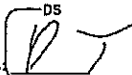
81 13. Disclosures. Buyer has received the following (check yes or no): (a) Illinois Residential Real Property Disclosure Report: ☐ Yes/☒ No; (b) Heat Disclosure  
82 (gas/electric): ☐ Yes/☒ No; (c) Lead Paint Disclosure and Pamphlet: ☐ Yes/☒ No; and (d) Radon Disclosure and Pamphlet: ☐ Yes/☒ No.

83 14. Dual Agency. Licensee (check one) ☐ [is] ☒ [is not] acting as a "Designated Agent" for both Buyer and Seller, ("Dual Agency"). If [is not] is checked this  
84 paragraph 14 does not apply. The Parties confirm that they have previously consented and agreed to have \_\_\_\_\_ ("Licensee") act  
85 as Dual Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this  
86 Contract. Initial below if Buyer and Seller consent to Dual Agency on the transaction covered by this Contract.

87 Buyer Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

88 15. Attorney Modification. Within 5 Business Days after the Acceptance Date ("Attorney Approval Period"), the attorneys for the respective Parties, by notice,  
89 may: (a) approve this Contract in its entirety; or (b) propose modifications to this Contract ("Proposed Modifications"), which Proposed Modifications shall not include  
90 modifications to the Purchase Price or broker's compensation. If written agreement is not reached by the Parties with respect to resolution of the Proposed Modifications,  
91 then either Party may terminate this Contract by serving notice, whereupon this Contract shall be null and void and the Earnest Money returned to Buyer. Unless  
92 otherwise specified, all notices shall be provided in accordance with paragraph D of the General Provisions. In the absence of delivery of Proposed Modifications prior  
93 to the expiration of the Attorney Approval Period, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force  
94 and effect.

95 16. Inspection. Within 5 Business Days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense (unless  
96 otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood infestation, and/or mold  
97 inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each, an "Inspector"). The Inspections shall include only  
98 major components of the Property, including, without limitation, central heating, central cooling, plumbing, well, and electric systems, roofs, walls, windows, ceilings,  
99 floors, appliances, and foundations. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of  
100 age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the  
101 Inspections, Buyer, or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of  
102 any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer agrees that  
103 minor repairs and maintenance collectively costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not reached written  
104 agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice to the other Party. In the event of  
105 such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. In the absence of written notice prior to the expiration of the  
106 Inspection Period, this provision shall be deemed waived by all Parties, and this Contract shall be in full force and effect.

Buyer Initials: 

Buyer Initials: \_\_\_\_\_

Page 2 of 4  
Revised 09/2017

Seller Initials: 

Seller Initials: \_\_\_\_\_

107 17. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND  
 108 DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND THE  
 109 FOLLOWING RIDERS AND ADDENDUMS, IF ANY, \_\_\_\_\_  
 110 \_\_\_\_\_, WHICH ARE ATTACHED TO AND MADE A PART OF THIS CONTRACT.

111 This Contract shall be of no force or effect if not accepted by Seller on or before \_\_\_\_\_.

112 OFFER DATE: 10/24/2018

10/24/2018 8:50:17 PM PDT  
 ACCEPTANCE DATE: \_\_\_\_\_ ("Acceptance Date").

113 BUYER'S INFORMATION:

DocuSigned by:

114 Buyer's Signature: [Signature]

115 Buyer's Name (print): Brian Ploszay

SELLER'S INFORMATION:

DocuSigned by:

Seller's Signature: [Signature]

Seller's Name (print): Brian Mineau

116 Buyer's Signature: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_

117 Buyer's Name (print): \_\_\_\_\_

Seller's Name (print): \_\_\_\_\_

118 Address: 9052 S Lowe Ave, Chicago, IL 60620

Address: \_\_\_\_\_

119 Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

120 Email 1: \_\_\_\_\_

Email 1: \_\_\_\_\_

121 Email 2: manhattan.shore@yahoo.com

Email 2: \_\_\_\_\_

122 The names and addresses set forth below are for informational purposes only and subject to change

123 Buyer's Broker's Information:

124 Designated Agent: Brian Ploszay

125 Agent MLS #: 116759 Agent License #: 47108188700

126 Brokerage: Altura Realty Inc

127 Brokerage MLS #: 85325 Brokerage License #: \_\_\_\_\_

128 Address: 8140 S Octavia Ave, Bridgeview, IL 60455

129 Agent Phone: 312-399-6661 Agent Fax: \_\_\_\_\_

130 Email: brianp@altura-realty.com

Seller's Broker's Information:

Designated Agent: Moses Hall

Agent MLS #: 875865 Agent License #: \_\_\_\_\_

Brokerage: Miller Chicago LLC

Brokerage MLS #: 85216 Brokerage License #: \_\_\_\_\_

Address: \_\_\_\_\_

Agent Phone: 773-299-9199 Agent Fax: \_\_\_\_\_

Email: moses@millerchicagorealestate.com

131 Buyer's Attorney's Information:

132 Attorney Name: Daniel Stefanczuk

133 Address: 6841 W Belmont Avenue Chicago, IL 60634

134 Phone: 773-622-6100 Fax: \_\_\_\_\_

135 Email: daniel@wshlaw.net

Seller's Attorney's Information:

Attorney Name: Harley B Rosenthal

Address: 3700 W Devon Avenue, Suite E Lincolnwood, IL 60712

Phone: 847-677-5100 / Extension 305 Fax: (888) 451-9627

Email: harley@rosenthallawgroup.com

136 Buyer's Lender's Information:

137 Lender's Name: \_\_\_\_\_

138 Company Name: \_\_\_\_\_

139 Address: \_\_\_\_\_

140 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

141 Email: \_\_\_\_\_

Buyer Initials: [Signature]

Buyer Initials: \_\_\_\_\_

Page 3 of 4  
 Revised 09/2017

Seller Initials: [Signature]

Seller Initials: \_\_\_\_\_

**GENERAL PROVISIONS**

A. **Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reprorate taxes within 30 days after the bill on the improved property becomes available.

B. **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

C. **Title.** At least 5 Business Days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

D. **Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery or commercial delivery service or by the use of a facsimile machine. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient. Each Party shall retain a copy of proof of facsimile transmission and email notice and provide such proof, if requested.

E. **Disposition of Earnest Money.** In the event of any default by either Party, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. However, if Escrowee has not received the joint written direction of both Seller and Buyer or their authorized agents, then Escrowee may give written notice to Seller and Buyer of the intended disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects in writing to the intended disposition within the 30 day period, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may withdraw from the Earnest Money all costs, including reasonable attorney's fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract.

F. **Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in working order and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

G. **Insulation and Heat Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is attached. If the Property is located in the City of Chicago, Seller and Buyer shall comply with the provisions of Chapter 5-16-050 of the Municipal Code of Chicago concerning heating cost disclosure for the Property.

H. **Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall promptly notify Buyer of the Code Violation Notice.

I. **Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the Deed, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

J. **Legal Description and Survey.** At least 5 Business Days prior to Closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

K. **Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by Buyer's mortgagee, or the title insurance company, for extended coverage.

L. **RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

M. **Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

N. **Removal of Personal Property.** Seller shall remove from the Property by the Closing Date all debris and Seller's personal property not conveyed by Bill of Sale to Buyer.

O. **Surrender.** Seller agrees to surrender possession of the Property in broom-clean condition and in the same condition as it was on the Acceptance Date, ordinary wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this paragraph, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.

P. **Time.** Time is of the essence for purposes of this Contract.

Q. **Number.** Wherever appropriate within this Contract, the singular includes the plural.

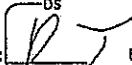
R. **Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

S. **Business Days and Time.** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 AM to 6:00 PM Chicago Time.

T. **Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.


U. **Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

V. **Executed Contract.** The listing broker shall hold the fully executed copy of this Contract.

Buyer Initials: 

Buyer Initials: \_\_\_\_\_

Page 4 of 4  
Revised 09/2017

Seller Initials: 

Seller Initials: \_\_\_\_\_

FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “30”**

**Exhibit “30”**

American Land Title Association

ALTA Settlement Statement - Cash  
Adopted 05-01-2015

File No./Escrow No.: 730323  
 Print Date & Time: 11/16/18 8:49 AM  
 Officer/Escrow Officer:  
 Settlement Location:  
 Citywide Title  
 850 W. Jackson Blvd., Ste. 320  
 Chicago, IL 60607

Citywide Title Corporation  
 ALTA Universal ID:  
 850 W. Jackson  
 Suite 320  
 Chicago, IL 60607

Property Address: 7747 S May St  
 Chicago, IL 60620  
 Borrower: Thousand Oaks Management, LLC  
 Seller: Legion Investments, LLC  
 Settlement Date: 11/16/2018  
 Disbursement Date: 11/16/2018  
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$41,000.00	Sale Price of Property	\$41,000.00	
		Deposit		\$1,000.00
		Prorations/Adjustments		
\$2,233.36		County Property Taxes from 01/01/2018 thru 11/14/2018		\$2,233.36
		Other Loan Charges		
		Appraisal Fee		
		Credit Report Fee		
		Flood Certification Fee		
		Tax Service Fee		
		Title Charges & Escrow / Settlement Charges		
\$50.00		Title - CPL Fee to First American	\$25.00	
\$3.00		Title - DFI Policy Fee to Citywide Title		
\$1,660.00		Title - Owner's Policy to Chi-City Title Co.		
\$250.00		Title - Search Fee to Citywide Title		
\$687.50		Title - Settlement Fee to Citywide Title	\$687.50	
\$150.00		Title - Update Fee to Chi-City Title Co.	\$150.00	
\$40.00		Title - Wire Fee to Citywide Title	\$40.00	
		Commission		
\$700.00		Commission to Altura Realty		
\$1,300.00		Commission to Miller Chicago, LLC		

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Government Recording and Transfer Charges		
		Recording Fee (Deed) to Cook County Recorder	\$50.00	
\$41.00		Transfer Tax to State of Illinois		
\$123.00		City Transfer Tax to City of Chicago	\$307.50	
\$20.50		County Transfer Tax to Cook County		
		Miscellaneous		
		Buyer Attorney Fee to Whitacre & Stefanczuk LTD	\$500.00	
\$650.00		Seller Attorney fee to Rosenthal Law Group, LLC		
\$1,000.00		Sold Tax TI to Citywide TI Account		
\$4,547.87		Sold Taxes to Cook County Treasurer		
\$400.00		Survey to Urchell & Associates		
\$2,000.00		Water Bill TI to Citywide TI Account		
\$320.00		Water/Zoning Certs to River North Clerking		
		Invoice to Altura Realty	\$2,300.00	
\$350.00		fees due prior files to Rosenthal Law Group, LLC		
Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
\$16,526.23	\$41,000.00	Subtotals	\$45,060.00	\$3,233.36
		Due From Borrower		\$41,826.64
\$24,473.77		Due To Seller		
\$41,000.00	\$41,000.00	Totals	\$45,060.00	\$45,060.00

### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Citywide Title Corporation to cause the funds to be disbursed in accordance with this statement.

Buyer/Borrower:

Seller:

Willmetta D. Jones, by  
David Shonrock as Agent 11-16-18  
THOUSAND OAKS MANAGEMENT LLC Date

[Signature] 11-16-18  
LEGION INVESTMENTS, LLC Date

[Signature]  
Escrow Officer

Michael B. Brown

11/16/2018  
Date

FILED  
Electronically  
CV18-00764  
2020-01-06 03:37:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “31”**

**Exhibit “31”**



# Balance Statement

Name: 7747 S May Street  
Time Period: 2017

Financial Statements in U.S. Dollars

Balance Statement	
Starting Balance	\$0.00
Loans	\$0.00
Capital Contribution	\$0.00
Rents Received	\$0.00
Refinance of asset	\$0.00
Gross Income	\$0.00

## Expenses

Advertising	\$0.00
Amortization	\$0.00
Bad Debts	\$0.00
Bank Charges	\$0.00
Charitable Contributions	\$0.00
Commissions	\$0.00
Contract Labor	\$69,000.00
Depreciation	\$0.00
Dues and Subscriptions	\$0.00
Loan from Shareholders	\$0.00
Insurance	\$1,040.75
Interest	\$0.00
Legal and Professional Fees	\$0.00
Licenses and Fees	\$0.00
Miscellaneous	\$0.00
Office Expense	\$0.00
Postage	\$0.00
Purchase capital	\$44,784.31
Repairs and Maintenance	\$0.00
Supplies	\$0.00
Telephone	\$0.00
Travel	\$0.00
Utilities	\$104.50
Taxes	\$0.00
Wages	\$0.00
Total Expenses	\$114,929.56

Net Operating Income

-\$114,929.56

## Other Income

Gain (Loss) on Sale of Assets	\$0.00
Other Income	\$0.00
Total Other Income	\$0.00
Net Income (Loss)	-\$114,929.56

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 7669936 : csulezic

**Exhibit “32”**

**Exhibit “32”**

# Balance Statement

Name: 7747 S May Street  
Time Period: 2018

Financial Statements in U.S. Dollars

Balance Statement	
Starting Balance	
Loans	
Capital Contribution	
Rents Received	
Refinance of asset	
Gross Income	

	\$-20,073.66
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$-20,073.66

## Expenses

Advertising	\$0.00
Amortization	\$0.00
Bad Debts	\$0.00
Bank Charges	\$0.00
Charitable Contributions	\$0.00
Commissions	\$0.00
Contract Labor	\$0.00
Depreciation	\$0.00
Dues and Subscriptions	\$0.00
Loan from Shareholders	\$0.00
Insurance	\$1,107.00
Interest	\$0.00
Legal and Professional Fees	\$200.00
Licenses and Fees	\$0.00
Miscellaneous	\$900.00
Office Expense	\$0.00
Postage	\$0.00
Purchase capital	\$0.00
Repairs and Maintenance	\$1,475.00
Supplies	\$0.00
Telephone	\$0.00
Travel	\$0.00
Utilities	\$2,263.06
Taxes	\$0.00
Wages	\$0.00
Total Expenses	\$5,945.06

Net Operating Income

	\$-25,018.72
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## Other Income

Gain (Loss) on Sale of Assets	\$24,473.77
Other Income	\$0.00
Total Other Income	\$24,473.77
Net Income (Loss)	\$-1,544.95

	\$24,473.77
	\$0.00
	\$24,473.77
	\$-1,544.95