WHAT TO EXPECT WHEN BUYING A US MARSHAL ASSET

The US Marshals (USMS) typically require an initial 21-day marketing period before responding to any offers. This is subject to change.

1) Preview the property.

2) USMS assets are always sold AS-IS with the right to inspect.

3) The asset manager prefers cash offers, but they do allow for financing contingencies. Please provide either sufficient evidence of funds for cash offers (no more than 30 days old) or a pre-approval letter for offers with financing contingencies. If you are buying in a Business Entity Name, proof of funds must be in the same entity name. If not, please provide an explanation of the relationship.

4) Typically USMS does not do post-inspection repairs

5) If you are interested in making an offer, please use the attached Letter of Intent (LOI). If the asset manager chooses to move forward with your offer, the asset manager will prepare their purchase agreement and email it to you for review.

6) Typically the asset manager responds to offers within 48-72 hours (excluding weekends).

7) If you agree with the purchase agreement you will be asked to wire your earnest money to the law firm that the USMS chooses for the transaction. USMS will not execute the purchase agreement until the earnest is in escrow.

8) Property purchases with sales prices below $50,000 will be conveyed by a Quit Claim Deed and no title insurance. Property sales higher than $50,000 will be conveyed by a Special Warranty Deed and insurable title unless otherwise noted.

9) Buyers Agents are offered a % co-op, paid to your brokerage. Please note, this compensation payment will be Fed Ex'd to your brokerage 10-14 days after closing. The compensation will come from Colliers International. Please have your brokerage provide us with a completed W-9 Form as this is required for payment.

10) See attached blank sample purchase agreement for review

USMS & DOJ reserves the right to change the above process, reject all offers, call for best and final, or cancel the sale. FHA buyers - please be aware the US Marshal asset manager will NOT sign the FHA Amendatory Clause. Please confirm with your lender this will not cause any issues with your mortgage. The seller will NOT do any FHA required repairs nor allow the buyer to do any repairs prior to close.

Buyer's Initials: _____

LETTER OF INTENT (LOI)

To make an offer on an USMS listing, the potential purchaser and/or buyer's agent must submit a letter of intent. The USMS will review the letter of intent and then provide the specific contract package to complete the transaction. **This letter of intent is not binding by either party.**

The letter of intent should contain the following criteria:

NAME OF PURCHASER(S): **If you are buying in a business or LLC name, please include evidence of signing authority or an operating agreement. Check one option:**

_____ Individual _____ Business

Name(s): _____

PROPERTY ADDRESS:

_____, _____, _____ ZIP: _____

PURCHASE PRICE (OFFER):

$_____ (the US Marshal does not recognize the utilization "escalation clauses")

PLEASE CHECK WHETHER THIS IS A CASH OR FINANCED TRANSACTION.
If financing, please state the mortgage amount and provide a current pre-approval letter. If this is a cash transaction, please provide a current asset statement showing funds available (no more than 30 days old). If you are buying in a Business Entity Name, proof of funds must be in the same entity name. If not, please provide an explanation of the relationship.

_____ CASH _____ FINANCED

Mortgage amount: $_____

EARNEST MONEY DEPOSIT (indicate amount): (Note: Minimum requirement is a 5% deposit | 10% deposit is preferred for cash transactions). **If financing, please provide an asset statement showing down payment funds available.**

Earnest Money: _____% or $_____

The property is sold "As-is, where-is", with the right to inspect. Please indicate the Due diligence period needed (NOTE: 10 days (or less) is preferable):

Due Diligence: _____ days

PLEASE INDICATE THE CLOSING PERIOD NEEDED (NOTE: 30 days (or less) is preferable):

_____ days to close from the date the contract is fully accepted by all parties

PLEASE NOTATE ANY CONTINGENCIES IN YOUR OFFER:

Purchaser Address:_____, _____, ____ **Zip**: _____

Purchaser Phone: (_____) _____ - _____

Purchaser Email: _____@_____._____

Purchaser Signature: X_____

I am represented by a real estate agent: YES ☐ NO ☐

Opt out of Real Look Emails: ☐

PLEASE INCLUDE A LETTER FROM BANK OR LENDING INSTITUTION TO VERIFY PROOF OF FUNDS.

Real Estate Brokerage Name: _____

Brokerage Address: _____, _____, _____ **Zip** _____

Brokerage Phone: (_____) _____ - _____

Agent Name: _____ **Agent License #:** _____

Agent Email:_____ **Agent Cell:** (_____) _____-_____

Opt out of Real Look Emails: ☐

Letters of intent can be forwarded using the contact information below:

Name:

Company:

Email:

Phone:

EXHIBIT A

U.S. Department of Justice

United States Marshals Service

Asset Forfeiture Division

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ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract ("Addendum") is made part of that certain Real Estate Purchase Contract ("Contract") dated the _____ day of _____ between the United States of America, acting by and through the United States Marshals Service ("Seller") and _____ ("Purchaser") for the purchase of the property commonly known as _____ _____ ("Property").

Purchase Price: _____

Deposit _____

Amount financed _____

Balance due at closing _____

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Entire Agreement. IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OF OTHER DOCUMENTS ATTACHED TO THE CONTRACT, THE TERMS OF THIS ADDENDUM SHALL PREVAIL.**

2. **Purchase Price.** The Purchase Price for the Property shall be paid to Seller by certified or cashier's check or by wired funds at the closing. Funds over $25,000 will only be accepted by wire.

3. **Earnest Money.** Immediately following Seller's acceptance of the Contract, escrow shall be opened with an escrow agent designated by Seller or otherwise acceptable to Seller. The earnest

money deposit ("EMD") shall be in the amount of at least 5% of the purchase price or $2,500.00, whichever is greater ($_____). If settlement does not occur, through no fault of Seller, on or before the agreed upon Contract closing date, Seller may, in its sole and absolute discretion, declare in writing the Contract is terminated, and Purchaser hereby agrees that the escrow agent, if any, shall release the EMD to Seller. As a condition of this Addendum, Purchaser waives any option he/she/it may have under federal, state, or local law to select his/her/its own title and escrow companies and will accept the Seller's title and escrow services, who are experienced with asset forfeiture sales.

4 **Closing.** The closing ("Closing") shall take place on or before _____ unless the closing date is extended by Seller under the terms of the Contract. The Closing shall be held at a place designated and approved by Seller as allowed by law and convenient to all parties. Seller may, in its discretion, grant extensions to these time limits. Seller may unilaterally extend the Closing for up to 60 days, in good faith, for its own convenience. The Purchaser hereby specifically and expressly recognizes and accepts that properties obtained through forfeiture occasionally have delays in the closing date. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Contract.

5 **Mortgage Contingency**. **(Purchaser must initial either "a." or "b.").**

Purchaser's obligation to purchase the Property under the Contract (check one):

_____ a. **IS NOT** contingent upon obtaining financing for the purchase of the Property;

_____ b. **IS** contingent upon obtaining financing in the amount of _____ for the purchase of the Property. The Purchaser shall make written application for said financing within 5 business days of the execution of the Contract and shall provide to the Seller documentation of such application. Failure to provide to the Seller documentation of such written application within said 5 business days, shall constitute consent for the escrow agent to release the EMD to Seller without further notification to the Purchaser, but shall not release the Purchaser from any obligations under the Contract, except as the Seller may determine within its sole and absolute discretion. If the Seller does not receive written notice from the Purchaser of approval or rejection for the Purchaser's financing within 15 business days of written application, the financing

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contingency shall be deemed removed and the EMD shall be retained by Seller if the Purchaser fails to close on the transaction. If, after the Purchaser has made a timely and complete financing application with a lender, said application is rejected in writing by the lender within the terms of the financing contingency, the Contract shall be deemed null and void and neither party shall have any further rights or obligations or liabilities and the EMD shall be returned to purchaser; provided, however, that the Purchaser shall provide a copy of the written rejection to the Seller within 1 day after receiving the written rejection, has acted in good faith, and has otherwise complied with the terms and conditions of the Sales Contract.

THE CONTRACT IS NOT CONTINGENT UPON THE SALE AND CLOSING OF ANY OTHER REAL PROPERTY. ANY SUCH CONTINGENCIES ARE VOID.

_____ Purchaser's Initials

6. **Disclosure.** Purchaser acknowledges and agrees that the Seller is the United States of America and is not bound by the law of any state, including state disclosure laws. Accordingly, to the fullest extent allowed by federal law, Seller is and shall be exempt from providing or filing any disclosure statement with respect to the Property, such as the nature of the criminal activity which precipitated the forfeiture, including the possibility that the Property was used as a clandestine drug lab. Purchaser acknowledges and agrees that subject Property was acquired through forfeiture due to illegal activity and Seller's knowledge of the Property is limited.

7. **Condition of Property.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS" CONDITION and subject to any defects, limitations, or conditions as existed on the date of Purchaser's offer, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any Governmental authority; any hidden defects, environmental conditions affecting the property; or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Seller has never occupied this property and makes no representations regarding its condition. Seller does not pay for home warranties. Seller may charge $100.00 per diem for a delay in closing that is at no fault of the Seller NO CREDITS WILL BE ISSUED TO THE PURCHASER FOR ITEMS DISCOVERED DURING DUE DILIGENCE.

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8 **Inspection**. **(Purchaser must initial either "a." or "b.")**

_____ a. Purchaser waives the opportunity to inspect the property.

_____ b. **WITHIN _____ DAYS OF THE ACCEPTANCE BY THE SELLER OF THE CONTRACT, THE PURCHASER SHALL HAVE THE RIGHT, AT PURCHASER'S EXPENSE, TO INSPECT THE PROPERTY (THE "INSPECTION PERIOD").** Purchaser shall keep the property free and clear of all liens, indemnify, and hold the United States harmless from all liability claims, demands, damages, or costs, and repair all damages arising from the inspection and/or tests. Purchaser may use only non-destructive testing and may not conduct a "Phase II" environmental site assessment. If such inspections disclose conditions or information unsatisfactory to the Purchaser, which Seller is unwilling or unable to correct, then Purchaser may elect to cancel the Contract by so notifying Seller in writing during the Inspection Period of said decision and will receive a full refund of their EMD. Purchaser's written notice of cancellation shall attach a copy of the written report, which discloses conditions or information unsatisfactory to Purchaser. PURCHASER'S FAILURE TO TIMELY NOTIFY SELLER IN WRITING WITHIN THE TIME SPECIFIED IN THIS PARAGRAPH SHALL CONCLUSIVELY BE CONSIDERED APPROVAL OF THE PROPERTY IN ITS CONDITION AS OF DATE OF CONTRACT.

Notwithstanding any other provisions in this Paragraph 8, Purchaser understands that the Property, including fixtures, and any appliances in the sale, are not new and agrees to accept them in their present condition with no express or implied representations or warranties of condition. Purchaser agrees to use the Property inspection time period, if any, to examine all aspects of the Property.

9. **Occupancy Status of Property**. (Seller must initial "a." or "b."). Initial by Purchaser.

_____ a. Property is currently vacant. Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to closing.

_____ b. Property is currently occupied and Purchaser has reviewed and accepted the existing lease and/ or occupancy agreement.

i. Seller will transfer to Purchaser at closing such security deposits as are in its possession and will notify Purchaser of the amounts of such deposits, if any, within 5 business days of accepting the Contract. Purchaser acknowledges that the United States does not typically receive security

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deposits in forfeitures and the receipt of any such deposits is not a condition of the Contract.

ii. If the property is occupied at closing, all rent, due and payable and collected from occupants for the month in which the closing occurs will be prorated among the Seller and Purchaser as of the closing date.

iii. Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations governing the relationship between landlord and tenant. At closing Purchaser agrees to assume all duties and responsibilities of a property owner and landlord under all applicable ordinances and regulations and any existing lease or occupancy agreement. Any costs incurred in performing such duties and responsibilities, enforcing the landlord's rights under the lease or occupancy agreement, or evicting the tenant shall be Purchaser's sole responsibility and cost.

10. **Personal Property**. Purchaser agrees that any items of personal property, except for installed appliances, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced herein. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of closing. Any personal property sold by Seller shall be accepted by Purchaser on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

11. **Closing Costs and Adjustments.**

EXCEPT AS PROVIDED BELOW ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED UPON BY THE SELLER.

Purchaser and Seller agree to prorate the following expenses as of closing: real estate taxes, municipal water and sewer charges, utility charges, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payments of homeowner's association special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser

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without credit toward the Purchase Price. Purchaser and Seller shall pay their own closing/settlement fee, and attorney's fees.

Seller will not pay for state transfer tax, Home Owners Association (HOA) transfer fees, or fees associated with closing unless otherwise specified herein. Seller shall not be responsible for any amounts due, paid, or to be paid to anyone post-closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any transfer taxes associated with the recordation of deeds or any other document associated with the transfer of property by the United States of America. Should the local and/or state jurisdiction within which the Property is sited nonetheless require full payment of those costs (other than real estate taxes, which shall be prorated as of Closing) then, regardless of local custom or any provision in the Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs to complete the transaction. Notwithstanding the provisions of this Section 11, Seller will pay for the recording of the Deed.

12. **Survey. If required Purchaser shall pay the cost of any survey. No survey shall be provided by Seller.**

13. **Insurable title.**

a. Seller shall provide and Purchaser shall accept such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in the Contract. Lender's and owner's title insurance will be at Purchaser's expense.

b. Purchaser must notify Seller in writing of any and all title objections, within 5 days of seller providing purchaser a copy of the commitment or all objections to title shall be waived. Seller will notify Purchaser of their intent to cure or not cure any objections within 5 days of receipt of said objections. If Seller cannot cure said timely and properly made objections after a good faith effort, or to do so would delay the closing beyond the original or any extended

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closing date, Purchaser agrees to accept Seller's title policy at Purchaser's expense. Failure to accept the Seller's title policy shall constitute Purchaser's release of the EMD to the Seller, and the Contract shall be considered null and void. In the event that said timely, written objections cannot be cured by issuing a title insurance policy at normal risk rates, then Seller, in its sole and absolute discretion may declare the Contract null and void. In such event, the Purchaser agrees that the Contract is of no further force or effect as to the Property but agrees, nonetheless to immediately and promptly execute a release of Contract as requested by Seller. Once the release is received by Seller, Purchasers' EMD shall be returned. Seller shall not be obligated to pay interest on the EMD.

14. **Form of Deed.** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim, Marshals, or Bargain and Sale Deed).

15. **Waivers.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

a. All rights, if any exist, to file and maintain an action against Seller for specific performance and any right to record a *lis pendens* against the property or to record or file the Contract, or any memorandum thereof, in the official real property records, or any other provisional or permanent remedy that would cloud title to the Property or prevent or impair Seller from conveying the property to another;

b. All rights to dispute in state court any controversy, claim or other matter in question arising out of or relating to the transaction or contract or its breach; and

c. All rights, if any exist, to binding or non-binding arbitration or mediation.

16. **Termination**. If Closing does not occur, through no fault of Seller, on or before the Closing Date, Seller may, in its sole and absolute discretion elect to: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser hereby agrees that in either event the escrow agent shall release the EMD to Seller and hereby waives the benefit of any federal, state, or local law which would inhibit the immediate release of the EMD to Seller. Should performance of its obligations under the Contract become legally, factually, or practically

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impossible, Seller shall have the right, at Seller's sole discretion, in good faith, to terminate the Contract. In the event the Seller elects to terminate the Contract under this section, through no fault of Purchaser, Seller shall return the EMD to Purchaser, and the parties shall have no further obligation under the Contract.

17. **Remedies for Default.** In the event of Purchaser's default, Seller at its option may: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser acknowledges and agrees that by signing the Addendum, Seller shall have the right to retain or seek the release from escrow of the EMD under this section, without any further action, consent, or document from the Purchaser.

18. **Indemnification.** Purchaser agrees to indemnify and fully protect, defend and hold Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, and brokers harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, or brokers due to or arising out of a breach of Purchaser's representations under the Contract or any failure of the Purchaser to fulfill any of the Purchaser's covenants or agreements contained in the Contract. Any other provisions of the Contract notwithstanding, Seller shall not indemnify or hold harmless Purchaser, nor shall Seller be liable to pay Purchaser's attorney's fees.

19. **Interpretation.** In the event an ambiguity or question of intent or interpretation arises, the Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Contract.

20. **Severability.** Any term or provision of the Contract that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Contract or affecting the validity or enforceability of any of the terms or provisions of the Contract in any other jurisdiction. If any provision of the Contract is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

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21. **Assignment of Contract.** Neither the Contract nor any of the rights, interests, or obligations hereunder may be assigned by Purchaser (whether by operation of law or otherwise) without the prior written consent of the Seller.

22. **Counterparts.** The Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. The Contract may be delivered by facsimile or electronic mail in Portable Document (PDF) format.

23. **Notices.** Any notices required to be given under the Contract shall be deemed to have been delivered when actually received in the case of hand or overnight delivery. All other notices to Seller will be deemed sent or delivered to Seller when receipt of same has been acknowledged by Seller's listing broker or agent. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent.

24. **Attorney Review**. Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Contract. Accordingly, the terms of the Contract are not to be construed against any party because that party drafted the Contract or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Contract.

25. **Governing Law:** The enforcement, interpretation, and construction of the contract and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the state in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.

26. **Conflict of Legal Descriptions**. In the event of a conflict between the description of the Property in the Contract and the description of the Property set forth in the court order forfeiting the Property to Seller ("Order of Forfeiture"), the description of the Property in the Order of Forfeiture shall prevail for purposes of the Contract.

27. **Prohibited Purchasers.** Purchaser hereby covenants and represents to Seller that Purchaser is not acting, and will not act, directly or indirectly, in concert with, or on behalf of, the person or entity from whom the Property was forfeited or whose conduct resulted in the forfeiture of the Property or those persons acting in concert therewith in the purchase and acquisition of the Property which is the subject of the Contract.

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28. **Additional Terms or Conditions.** (insert "NONE" if applicable)

_____

_____

_____

_____

_____

PURCHASER'S ACCEPTANCE:

Entity Name: (if applicable): _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Tax I.D. No. (if an entity): _____

Agent Name (if applicable): _____

Agent Telephone Number: _____

Agent E-mail Address: _____

Accepted this ____ day of _____, 20____

SELLER'S ACCEPTANCE:

For and on behalf of the United States of America

By the United States Marshals Service

Name: _____

Title: _____

Signature: _____

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