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2. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC warrants that there are three outstanding mortgages against the subject property and that the equitable interest in the real property equals \$4,000,000.

3. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands and agrees that he will be subject to the terms and conditions of the Order Setting Conditions of Release until any of the following events: (a) he surrenders to serve his sentence; (b) he is taken into custody by order of the court in the above-captioned matter; (c) the above-captioned matter is dismissed against him in its entirety; or (d) judgment is entered in his favor.

5. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands that modifications to the Court's Order Setting Conditions of Release may occur, and may materially change the conditions of release. In exchange for the entry of the Order Setting Conditions of Release, DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC waives any right to receive notice of judicial proceedings from the United States or the Court.

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6. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands and agrees that this forfeiture agreement applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

7. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC agrees that the equitable interest in the above-described real Property up to the bond amount of \$500,000 shall be forfeited to the United States of America should he fail to appear as required by the Court or otherwise violates any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

8. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC agrees to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court.

9. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands that the United States of America will seek an order from the Court authorizing the United States of America to file and record the above-described deed, and will take whatever other action that may be necessary to perfect its interest in the above-described real property, should the defendant fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

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10. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands and agrees that, should he fail to appear as required by the Court or otherwise violates any condition of the Court's Order Setting Conditions of Release, DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC will be liable to pay the difference between the bond amount of \$500,000 and the equitable interest in the subject property, and DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC hereby agrees to the entry of a default judgment against 108 KINZIE INVESTMENT LLC and DERREL MCDAVID for the amount of any such difference.

11. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC agrees that he will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish his interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands that if he has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for him, he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds Office as notice of encumbrance in the amount of the bond.

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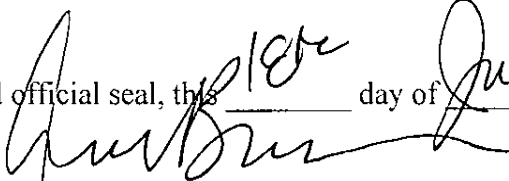
14. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC hereby declares under penalty of perjury that he has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

15. DERREL MCDAVID, individually and as Managing Member of 108 KINZIE INVESTMENT LLC understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of the defendant be revoked.

Date: July 18, 2019


DERREL MCDAVID, individually and as
Managing Member
of **108 KINZIE INVESTMENT LLC**
Surety/Grantor

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Derrel McDavid**, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal, this 18th day of July, 2019.


NOTARY PUBLIC

Commission expires _____, Notary Public.
(date)  My Commission Expires 10/08/2021

Prepared by and Return to:
Bissell, US Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604