

EXHIBIT A

[Elston Listing Agreement]

EXCLUSIVE RIGHT TO SELL AT AUCTION AGREEMENT

Date: January 8, 2020
Chicago, Illinois

In consideration of the services to be performed by **MILLENNIUM PROPERTIES R/E, INC.** ("**MPI**") and the commissions to be paid by the Owner named below, the parties agree that MPI shall have the exclusive right to market, sell, and place "For Sale at Auction" signs upon the property described below ("**Property**") upon the following terms and conditions:

OWNER: N. Neville Reid, not individually but solely as the Court-appointed receiver in the case SEC vs. Northridge Holdings Ltd. et. al., Case No. 19-cv-05957 currently pending before United States District Court for the Northern District of Illinois, Eastern Division (the "Receiver" and such case the "Receivership Case" or the "Case" and the court, the "Court", and the receivership estate the "Receivership Estate" or "Estate"). Prior to the Receivership Case, title to the Property was held in the name of 5097 Elston Limited Partnership (the "Elston LP"), one of the affiliates of the defendant entities in the Case as to which the Receiver has been granted custody and control pursuant to Court order.

PROPERTY ADDRESS: 5091 N Elston Chicago, IL

MINIMUM BID: \$700,000. [Confirming Current Mortgage Balance and whether or not there is a pre-payment penalty]

POSSESSION DATE: Closing after entry of an order approving the sale of the Property as agreed upon by the Owner and buyer.

TERMS: Cash sale

LENGTH OF LISTING: This agreement shall expire on May 15 2020

SALES COMMISSION : Commission shall be paid by the successful bidder at auction (the "Buyer") in the form of a "buyer premium" at closing of the Property. The "buyer premium" shall be 5% of the gross purchase price. Other than the buyer premium which shall be the liability solely of such successful bidder, MPI shall not be entitled to receive any commission from Owner or Elston LP or the Receivership Estate in connection with any disposition of the Property.

AUCTION PROCEDURES: The parties will work together in good faith to create an auction procedure designed to maximize the value of the Property. Such auction procedures are subject to Court approval.

COURT APPROVAL: Any sale of the property shall be subject to the approval of the Court.

DESIGNATED AGENTS:

MPI designates the following brokers or salespersons as the legal agents of Owner under this Agreement ("**Designated Agents**"), to the exclusion of all brokers or salespersons employed by or affiliated with MPI, unless and until MPI notifies Owner in writing to the contrary:

Name(s) of Designated Agents	Phone number
Daniel J. Hyman	(312) 338-3003
Susan Silver	(312) 338-3001

If another Designated Agent is named, Owner shall be allowed to terminate this Agreement with forty-eight (48) hours notice.

Owner understands and agrees that other salespersons affiliated with MPI, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (or tenant) of Owner's property. Further, Owner understands and agrees that if the property is sold (or leased) through the efforts of a sales associate affiliated with MPI who represents the Buyer, the other sales associate affiliated with MPI will be acting as a Buyer's designated agent.

THE OWNER AGREES:

1. To provide MPI with a true and complete copy of any contract for the sale, transfer or exchange of the Property immediately upon execution;
2. To furnish, or cause to be furnished to MPI, within a reasonable time, at the Owner's expense, evidence of title bearing a date at or subsequent to the date of any sales agreement, showing title of the Property to be in Owner's (or grantor's or Elston LP's) name, it being understood and agreed that any conveyance of the Property to any buyer shall be on a strictly "quitclaim", "as is, where is" basis, without any representation or warranty other than court authority to convey the Property, solely pursuant to a quitclaim deed;
3. If in the Owner's possession or control, to furnish, if requested by a purchaser, a current plat of survey of the Property showing the location of all improvements to be within the lot lines and showing no encroachments or improvements from adjoining properties;
4. To cooperate with MPI in every reasonable way possible in bringing about a sale of the Property and to refer to MPI all inquiries of brokers and others interested in the Property immediately;
5. To negotiate or deal exclusively with and through MPI with respect to the disposition of the Property for the Term of this Agreement;

Handwritten signature and initials, possibly "NB", in the right margin.

6. To disclose to MPI and prospective buyers all information which Owner has or may obtain regarding the Property and all present and future zoning, ordinance and environmental matters affecting the Property including, but not limited to, structural, mechanical and soil conditions, the presence and location of any asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated substances in, on or around the Property. Owner makes no representations or warranties whatsoever as to the accuracy of any information provided to MPI. MPI is authorized to disclose all such information to prospective buyers. Owner will use his best efforts to comply with the Illinois Responsible Property Transfer Act in all material respects;
7. To indemnify and hold MPI harmless from and against any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from Owner's willful misconduct, provided that (i) MPI's sole remedy for enforcing any such indemnification obligation shall be to assert a claim against the Receivership Estate for the amount of such obligation and (ii) MPI shall have no claim against the Receiver personally for any such indemnification obligation. Owner agrees to disclose all information in form and substance necessary to provide a successful defense to any such claims to MPI on the basis of incomplete, inaccurate or non-disclosed information. MPI agrees to disclose all information in form and substance necessary to provide a successful defense to any such claims to Owner on the basis of incomplete, inaccurate or nondisclosed information. Owner and MPI acknowledge that any sale of Property shall be on an "as is, where is" basis and, therefore, the foregoing shall not inure to the benefit of any prospective purchaser. MPI agrees to indemnify and hold Seller harmless from and against any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from MPI's willful misconduct.;
12. To furnish all legal documents necessary to close the sale transaction; and
13. To sell the property upon receipt of an approved contract at or above the minimum bid listed of \$700,000.00

Owner acknowledges that potential buyers may elect to employ the services of a licensed real estate brokers or salespersons as their own agent ("**Buyer's Agent**"). MPI is authorized to show the property to prospective buyers represented by Buyer's Agent and MPI, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents.

MILLENNIUM PROPERTIES R/E, INC. AGREES:

1. To become familiar with the Property, to procure and compile any written information with respect to the Property and to make an earnest and continued effort to sell, exchange or transfer the Property on the terms set forth;

2. To send information and copy of descriptive brochures to prospective purchasers or tenants;
3. To take prospective purchasers through the Property at reasonable hours; and
4. To accept a deposit as earnest money from any prospect to be held in escrow for the mutual benefit of the parties concerned.

NOTICE

MPI and Owner agree that all notices served upon the parties in connection with this Agreement shall be sufficient if served by messenger delivery or prepaid certified mail, return receipt requested, and addressed to parties at the addresses set forth herein.

Such notice shall be effective upon the earlier to occur of (i) receipt of the notice by the party to who it is directed or (ii) the second business day following deposit of the notice properly addressed and postage prepaid in the United States Mail by the party serving the notice. Either party may upon notice to the other designate a different person or address to which notices are to be directed hereunder.

DISPUTES

If a controversy arises with respect to the subject matter of this Agreement or any provision hereof, Owner and MPI agree that such controversy shall be adjudicated in the United States District Court for the Northern District of Illinois and specifically in the action United States Securities and Exchange Commission v. Northridge Holdings Ltd. et al. Case No. 19-cv-5957. If any litigation between the parties hereto, the prevailing party shall be entitled to recover its reasonable fees and costs, in addition to any other relief to which the party may be entitled.

In no event shall Owner have any personal liability of any kind or nature or by reason of any matter or thing whatsoever under, in connection with, arising out of or in any way related to the Agreement, the documents to be delivered by Owner to Buyer under any contract or the transactions contemplated herein, and Buyer waives for itself and for anyone who may claim by, through or under Buyer any and all rights to sue or recover on account of any such alleged personal liability.

BROKER'S LIEN WAIVER

Simultaneously with the payment of the entire commission due to MPI, MPI will deliver to Owner in recordable form a waiver of Broker's lien rights under the Brokers Lien Act of Illinois. If the sale transaction is closed through an escrow, the escrow agent shall be instructed by Owner to pay MPI the entire commission due upon the closing. MPI may deliver to the escrow agent a copy of this Agreement and MPI will cooperate in delivering Broker's lien waiver with a direction that the waiver will not be recorded until the escrow agent is prepared to disburse the commission to MPI.

INTEREST IN PROPERTY

☐ If this area is checked or initialed, a principal or affiliate of MPI has an ownership interest in the Property or in the entity offering the Property for sale or lease. Owner shall disclose such interest in any contract for sale or lease of the Property executed with a prospective purchaser.

DISCRIMINATION

THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR MPI TO REFUSE TO DISPLAY OR TO SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

MISCELLANEOUS

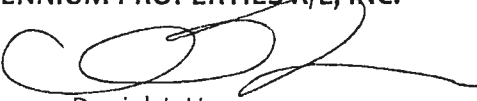
This Agreement contains the entire understanding between the parties respecting the matters set forth and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties and respecting such matters. Any changes in this Agreement may be made in writing only. This Agreement shall be binding upon and inure to the benefits of the parties, their heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed and construed in accordance with the law of the State of Illinois.

No amendment or alterations in the terms of this Contract with respect to the amount of commissions or to the time of payment of commission shall be valid or binding unless made in writing and signed by Owner and MPI

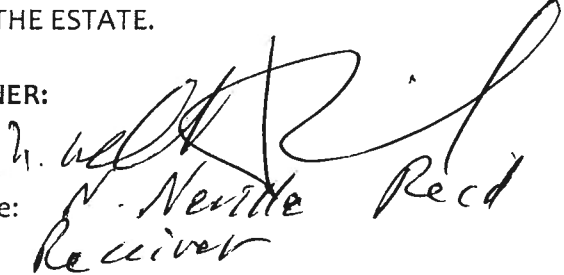
PAYMENT: The full commission shall be paid at closing. If no closing occurs as a result of buyer's default, MPI will waive the commission and this Contract shall be continued for the balance of the Term.

EARNEST MONEY: IN THE EVENT OF A FORFEITURE OF THE EARNEST MONEY, OWNER AND MPI AGREE THE EARNEST MONEY SHALL BELONG TO THE ESTATE.

MILLENNIUM PROPERTIES R/E, INC.

By: 
Name: Daniel J. Hyman
Title: CEO
Address: 205 W. Wacker Dr, Suite 175.
Chicago, Illinois 60606
Date: 1/18/20

OWNER:

By: 
Name: N. Neville Reed
Title: Receiver
Date: 1/15/20