
SALE CONTRACT

THIS SALE CONTRACT (this "Contract"), is made and entered into as of the date of the last execution hereof, which date is the ____ day of _____, 20__ (the "Contract Date"), by and between _____ ("Seller"), and _____, a _____ ("Purchaser").

Seller desires to sell and Purchaser has offered to purchase the property more particularly described herein, subject to the terms and conditions of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the terms and conditions contained herein, Seller agrees to sell and Purchaser agrees to purchase, that certain real property located at _____, and further described on Exhibit A attached hereto and made a part hereof, together with (if any) the improvements thereon and attached appurtenances, fixtures, and equipment thereto (the "Property") for the total "Purchase Price" of _____ Dollars (\$ _____).

2. Contemporaneous with its execution hereof, Purchaser has delivered to Hilliker Corporation or Linda M. Wash Real Estate LLC (collectively, "Seller's Broker") the sum of _____ Dollars (\$ _____) as the "Earnest Deposit". The Earnest Deposit shall remain with Seller's Broker, and shall only be deposited with the Title Company (as hereinafter defined) upon the full and complete execution hereof.

3. Attached hereto as Exhibit B is a mutually satisfactory narrative detailing the size, scope and nature of Purchaser's proposed development of the Property (the "Property Use Description").

4. The sale under this Contract shall be closed in accordance with the sale conditions and closing practices set forth below at the office of _____ (the "Title Company") on _____ ("Closing" or "Closing Date"), or on such other date as the parties hereto may agree.

5. The Earnest Deposit is to be retained by the Title Company, without interest, but the Title Company shall not be liable for the Earnest Deposit until it is actually in the form of cash in the hands of the Title Company. At Closing, the Earnest Deposit shall apply to the Purchase Price, and except as otherwise stated in this Contract, shall be non-refundable to Purchaser.

6. Purchaser shall have 30 days from the Contract Date to obtain a title commitment for the Property from the Title Company (the "Title Commitment") and advise Seller in writing that the condition of title is defective, in which event such written notice shall detail the manner in which title is defective. If Purchaser notifies Seller that title is defective, Seller shall have 30 days from receipt of such notice within which it may attempt to cure such defects. Nothing herein obligates Seller to cure such defects. If Seller does not cure such defects within the allotted time, Purchaser may elect within 10 days after the expiration of the earlier of (i) Seller's written notice to Purchaser refusing to cure any such defects or (ii) said 30 day period, either to terminate this Contract without further liability of the parties hereunder, except as expressly provided herein, or Purchaser may accept such title as Seller is able to convey, without a reduction in the Purchase Price. If Purchaser fails to notify Seller under this paragraph within the applicable time periods provided above either that the condition of title is unacceptable or that Purchaser elects to terminate this Contract, Purchaser shall be deemed to have accepted the condition of title as shown in the Title Commitment and the parties shall proceed to Closing. Purchaser shall pay for all title charges, including all Title Commitment and title policy charges and all other fees for services rendered by the Title Company. If Purchaser terminates this Contract as a result of Seller's failure to cure any stated defects, then the Earnest Deposit shall be returned to Purchaser. The Closing Date shall be extended if necessary to account for the time periods set forth herein.

7. Purchaser shall be under no obligation to purchase the Property unless Purchaser determines the Property to be, in all respects, suitable for Purchaser's intended purposes as set forth in the Property Use Description. Purchaser shall have 90 days after the Contract Date (the "Inspection Period") to notify Seller in writing of Purchaser's termination of this Contract due to Purchaser's reasonable determination that the Property is unsuitable for the use set forth in the Property Use Description. If Purchaser so elects to terminate this Contract within such time period, the Earnest Deposit shall be returned to Purchaser, and neither party shall have any further rights or obligations under this Contract except those that expressly survive the termination of this Contract. If Purchaser fails to provide written notice to Seller on or before 5:00 pm (central) on the day the Inspection

Period expires, then Purchaser shall be deemed to have waived its right to terminate the Contract under this paragraph and shall be deemed satisfied with the Property in all respects.

8. On the Closing Date, Seller shall convey the Property to Purchaser by means of a Special Warranty Deed in the form attached hereto as Exhibit C and made a part hereof, including the restrictions upon use of the Property listed therein. Purchaser to pay all recording fees. Possession of the Property shall be delivered to Purchaser at time of transfer of title.

9. Sewer service charge (if any) and taxes due and payable on the Closing Date shall be prorated and adjusted on the Closing Date.

10. (i) Purchaser represents, warrants and covenants to Seller that: (a) Purchaser is a _____, duly organized, validly existing and in good standing under the laws of the State of _____, and qualified to do business in the State of Missouri; (b) Purchaser has full right, capacity and authority to enter into this Contract, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder; (c) the person who executes this Contract on behalf of Purchaser represents and warrants such person has been authorized to do so; and (d) Purchaser shall construct the improvements on the Property in substantially the same size, scope and nature as specified in the Property Use Description. The warranties, representations and covenants herein made by Purchaser shall survive the Closing.

(ii) Regarding Purchaser's improvements to the Property as set forth in the Property Use Description, Purchaser represents, warrants and covenants to Seller the following: Purchaser shall construct the improvements on the Property as per the Property Use Description (the "Project"). Construction on the Project shall commence within 12 months of the Closing Date (the "Commencement Date") and be completed within 30 months after such commencement (the "Completion Date"). On the Completion Date, Purchaser shall send Seller a written notice of completion. Purchaser acknowledges and agrees that the loss and damages to Seller arising from Purchaser's failure to abide by the Commencement Date and Completion Date would be an uncertain amount that is difficult to ascertain or prove, and as such: (i) liquidated damages for failure to commence construction by the Commencement Date shall be \$100 per day for every day after the Commencement Date, and (ii) liquidated damages for failure to complete construction by the Completion Date shall be an amount equal to 30% of the Purchaser Price. Purchaser shall pay any liquidated damages owed to Seller immediately upon demand. Notwithstanding the foregoing, Purchaser shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of the responsible party and these delays shall be excluded from the computation of any periods of time when calculating the Commencement Date and the Completion Date, so long as Purchaser provides Seller with written notice of such force majeure events within 10 business days after their occurrence. The foregoing covenants shall survive the Closing.

11. If any material part of the improvements on the Property is destroyed or materially damaged (excluding ordinary wear and tear) prior to Closing Date, Seller shall give notice to Purchaser of such damage or destruction and of Seller's insurance coverage. Purchaser shall elect within 15 business days thereafter by written notice to Seller either: (a) to terminate this Contract, in which event the Earnest Deposit shall be refunded to Purchaser; or (b) to close the transaction contemplated hereby, in which event the Purchase Price shall not be reduced but Seller shall assign to Purchaser Seller's rights in any insurance proceeds paid or payable to Seller in connection with such damage or destruction. If Purchaser does not give written notice of termination to Seller timely, then Purchaser shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (b) of this section. If this Contract is terminated as provided in clause (a) of this section then the parties shall have no further rights or obligations under this Contract except those that expressly survive the termination of this Contract.

12. During the time this Contract is in full force and effect, Purchaser and Purchaser's employees, agents and representatives shall have access to the Property, upon reasonable notice to Seller, at any time during normal business hours, subject to the provisions of this section. Purchaser shall indemnify, defend (with attorneys selected by Seller) and hold Seller harmless from any and all claims, damages, costs and liability (including, but not limited to, any and all claims for any unpaid work and any and all actions for property damage, bodily injury or death) which may arise due to such entries, surveys, tests, investigations and the like performed by Purchaser, its employees, agents, representatives, consultants, or agents. Seller shall have the right, without limitation, to disapprove any and all entries, surveys, tests, investigations and the like that, in Seller's reasonable judgment, could result in any injury to the Property or breach of any agreement, or expose Seller to any liability, costs, liens or violations of applicable law, or otherwise adversely affect the Property or Seller's interest therein. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or the assumption of liability or risk by Seller. Purchaser hereby agrees to restore the Property to the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this section at Purchaser's sole cost and expense. Purchaser shall maintain commercial general liability insurance from a solvent insurance company licensed in Missouri with broad form contractual and personal injury liability endorsements with respect to Purchaser's activities on the Property pursuant to this Contract. Such liability insurance shall be on

an occurrence basis and shall provide combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00) (in the aggregate) and One Million Dollars (\$1,000,000.00) (per occurrence) for bodily injury, death and property damage. The provisions of this section shall survive the Closing or termination of this Contract.

13. (a) PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS EXPRESSLY BEING PURCHASED AND SOLD "AS IS," "WHERE IS," and "WITH ALL FAULTS." FURTHER, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED HEREIN TO THE CONTRARY, SELLER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS FURTHER EXPRESSLY AGREED BY PURCHASER THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, REGARDING SOLID WASTE AS DEFINED IN ANY APPLICABLE STATE OR FEDERAL REGULATION OR STATUTE OR THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE. The Purchase Price and the terms and conditions set forth herein are the result of arm's-length bargaining between Seller and Purchaser, and said price, terms and conditions reflect the fact that Purchaser shall have the benefit of inspecting the Property and all parts thereof and is not relying upon any information provided by Seller or Seller's Broker or statements, representations or warranties, express or implied, made by or enforceable directly against Seller or Seller's Broker, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property (other than any covenants of title contained in the special warranty deed conveying the Property).

(b) Purchaser represents and warrants that as of the Closing, it has and shall have reviewed and conducted such independent analyses, studies, reports, investigations and inspections as it deems appropriate in connection with the Property. Purchaser and Seller agree that any materials being made available by Seller to Purchaser or any other documents, summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property being made available to Purchaser, have been done so or shall be done so only for the convenience of both parties, and any reliance by Purchaser upon any such materials, documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller or any of Seller's members, administrators, officers, employees, contractors, attorneys, consultants, representatives, agents, successors, assigns or predecessors-in-interest. Purchaser acknowledges and agrees that no representation has been made by Seller or Seller's Broker and no responsibility is assumed by Seller with respect to current and future applicable zoning or building code requirements or the compliance of the Property with any other laws, rules, ordinances or regulations, environmental protection laws and regulations, the financial earning capacity or expense history of the Property, or occupancy at Closing. Purchaser hereby releases Seller from any and all claims and liabilities relating to the foregoing matters contained in these Sections 13(a) and (b) and such provisions shall survive the Closing or termination of this Contract.

14. Purchaser and Seller hereby acknowledge that the following disclosure has previously been made: Seller's Broker is serving solely as agent for the Seller in connection with this transaction; _____ is the "Purchaser's Broker" and is serving solely as agent for the Purchaser in connection with this transaction; and the Purchaser's Broker is not acting as a sub-agent of the Seller's Broker, notwithstanding the fact that in the event of Closing the Purchaser's Broker will be receiving a portion of the commission paid by the Seller equal to ____% of the Purchase Price. Both parties acknowledge that said brokers are third party beneficiaries of this Contract, only for its terms related to payment of sales commission under this paragraph and that investigation of due diligence issues and defense of the Property's condition and title are not within brokers' scope of service.

15. In the event of a default by Purchaser of its obligation to close on the purchase of the Property, Seller shall have the right to terminate this Contract and receive the Earnest Deposit. In the event of a default by Seller of its obligation to close on the sale of the Property, Purchaser shall elect as its exclusive remedy and in lieu of any other remedy whether at law or in equity (including damages) to either: (i) sue for specific performance; or (ii) terminate this Contract and receive a return of the Earnest Deposit. In addition, in the event litigation is necessary to enforce any term or condition of this Contract, the non-prevailing party, as determined by the court, shall reimburse the prevailing party for all expenses and costs (including reasonable attorney's fees) incurred by the prevailing party. Except as otherwise provided herein to the contrary, the remedies granted herein shall be in addition to any remedy available at law or in equity.

16. Time is of the essence of this Contract.

17. This Contract shall bind the heirs, legal representatives, successors, and permitted assigns of the parties hereto.

18. This Contract is not assignable by Purchaser without the prior written consent of Seller.

19. Purchaser's obligations hereunder are not contingent on Purchaser securing any financing.

20. In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof; and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render the same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

21. This Contract and all exhibits and any addendums hereto constitute the entire Contract between the parties and shall become a binding and enforceable Contract among the parties hereto only upon the full and complete execution and unconditional delivery of this Contract by all parties hereto. No prior verbal or written contract between the parties with respect to the subject matter hereof shall survive the execution of this Contract. In the event of an alteration of this Contract, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties. This Contract shall be governed by, and construed in accordance with, the laws of the State of Missouri.

22. This Contract and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the parties executing such counterpart, but all of which shall be considered one and the same instrument. For purposes of this Contract, and any amendments thereto, the displayed or printed image of a manually signed document (or signature page thereto) transmitted by any electronic means, including by facsimile machine or as a scanned attachment to e-mail, is to be treated as an original document, the signature of any person reproduced in the displayed or printed image, for purposes hereof, is to be considered as an original signature, and such image has the same binding effect as an original document bearing an original manual signature. At the request of any party hereto, any document so transmitted is to be re-executed in original form by the persons who executed the transmitted document.

[remainder of page intentionally left blank; signatures appear on the following page]

“Purchaser”

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice: _____

Attn: _____

Phone: _____

Fax: _____

“Seller”

The Board of Education of the City of St. Louis

By: Special Administrative Board of The Transitional
School District of The City of St. Louis

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice: St. Louis Public Schools

801 North 11th Street

St. Louis, Missouri, 63101

Attn: Enos Moss

Legal Notice Enclosed

Fax: _____

With a copy to: Lewis, Rice & Fingersh, LC
600 Washington Avenue
Suite 2500

St. Louis, Missouri 63101

Attention: _____

LEGAL NOTICE ENCLOSED

Fax: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

PROPERTY USE DESCRIPTION

EXHIBIT C

SPECIAL WARRANTY DEED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR(S) NAME: _____
MAILING ADDRESS: c/o St. Louis Public Schools
801 North 11th Street
St. Louis, Missouri 63101

GRANTEE(S) NAME: _____
MAILING ADDRESS: _____

LEGAL DESCRIPTION: See attached Exhibit A

REFERENCE BOOK AND PAGE NUMBER: N/A

SPECIAL WARRANTY DEED

THIS DEED, Made and entered into on the _____ day of _____ 20____, by and between _____, a _____ duly organized under the laws of the State of Missouri, of the City of St. Louis, State of Missouri, (“**Grantor**”), whose mailing address is c/o St. Louis Public Schools, 801 North 11th Street, St. Louis, Missouri 63101 and _____, of the County of _____, State of _____, (“**Grantee**”), whose mailing address is _____.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents **Bargain and Sell, Convey and Confirm** unto Grantee, its successors and assigns, the following described real estate, situated in the City of St. Louis, and State of Missouri, to-wit:

See Exhibit A attached hereto and made a part hereof (the “**Property**”).

TO HAVE AND TO HOLD the said Property, as above described, together with all and singular the rights, privileges, appurtenances and immunities to the same belonging, unto Grantee, and to its successors and assigns forever. Grantor hereby covenanting that Grantor and its successors and assigns shall and will **WARRANT AND DEFEND** the title to the premises unto Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor, but none other, subject only to general taxes for the year 20____ and thereafter; special taxes becoming a lien after the date of this Deed; all applicable building and zoning ordinances; any agreements, easements, restrictions and other matters of record; recorded and unrecorded leases; all matters that would be shown or disclosed by an accurate survey of the Property; and those restrictions and covenants set forth in Exhibit B attached hereto and incorporated herein which shall inure to the benefit of Grantor and its successors and assigns.

[Grantor and Grantee signatures on following pages.]

Exhibit A

LEGAL DESCRIPTION

Exhibit B

DEED RESTRICTIONS AND COVENANTS

A. For a period of one hundred years from the date of recording of this Deed, Grantee agrees and covenants that no portion of the Property shall be used for any of the following uses or purposes (collectively, the "Restrictions"), without the prior written authorization of Grantor:

1. **A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues.**
2. **An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys"); any establishment selling, displaying or exhibiting drug-related paraphernalia; or any establishment providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts) or providing or exhibiting either live or by other means to any degree nude or partially clothed wait staff and/or any massage parlors or similar establishments.**
3. **A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.**
4. **Assembling, manufacturing, industrial, distilling, refining or smelting facility.**
5. **A retail liquor store, or any store which sells, for off-site consumption, alcohol or beer.**

B. In addition, the parties desire to memorialize and evidence of record certain continuing development covenants and obligations of Grantee ("Development Covenants") as set forth in that certain Sale Contract by and between Grantee and Grantor dated _____, with respect to the Property, as the same may have been modified, supplemented or amended. The foregoing is subject to the terms and provisions of the Sale Contract related thereto, which terms and provisions are hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full. Notwithstanding anything in the Sale Contract to the contrary, the Development Covenants shall automatically expire on the fifth (5th) anniversary of the date of this deed, and upon such expiration, this Section B shall be of no further force and effect.

C. Grantee further agrees that the Restrictions and Development Covenants shall run with the land as binding on Grantee and its successors and permitted assigns for the time periods set forth herein, respectively. Grantor and its successors and assigns shall have the right to prosecute an action in equity against any person or entity violating or attempting to violate any of the Restrictions or Development Covenants, including the right to restrain by injunction any violation or threatened violation of any of the Restrictions or Development Covenants, or to obtain a decree to compel performance, it being agreed that the remedy at law for a breach of any of the Restrictions or Development Covenants is not adequate. In the event of any breach of the Restrictions or Development Covenants, the non-prevailing party, as determined by the Court, shall pay the reasonable attorney's fees of the prevailing party.