

2 An Ordinance Authorizing The Execution Of A Contract for Sale Between The City Of St.
3 Louis And MCB Hotel Owner, LLC; Prescribing The Form And Details Of Said Agreement;;
4 Making Certain Findings With Respect Thereto; Authorizing Other Related Actions In
5 Connection With The Contract for Sale; And Containing A Severability Clause.

6 **WHEREAS**, the City of St. Louis, Missouri (the “City”), is a body corporate and a
7 political subdivision of the State of Missouri, duly created, organized and existing under and by
8 virtue of its charter, the Constitution and laws of the State of Missouri; and

9 **WHEREAS**, the City is the owner of that certain parcel of real estate and all improvements
10 thereon formerly commonly known as the Municipal Courts Building and numbered as 1320 Market
11 Street, St. Louis, Missouri 63103 (the “Property”); and

12 **WHEREAS**, the Board of Aldermen of the City of St. Louis, Missouri adopted
13 Ordinance No. _____ (Board Bill No. 70) on _____, 2017, which Ordinance,
14 among other things, adopted and approved a redevelopment plan entitled the “Municipal Courts
15 Hotel Buildings TIF Redevelopment Plan” dated March __, 2017 (the “Redevelopment Plan”);
16 and

17 **WHEREAS**, the Redevelopment Plan proposes the rehabilitation and renovation of the
18 existing building on the Property as a hotel (the “Redevelopment Project”); and

19 **WHEREAS**, the Board of Aldermen of the City of St. Louis, Missouri adopted
20 Ordinance No. _____ (Board Bill No. 71) on _____, 2017, which Ordinance,
21 among other things, authorized the City to enter into a redevelopment agreement with MCB
22 Hotel Owner, LLC (“Developer”) in connection with the construction and implementation of the
23 Redevelopment Project; and

1 **WHEREAS**, the Redevelopment Plan and the Redevelopment Agreement contemplate that the
2 Developer will acquire the Property from the City in connection with the Redevelopment Project; and

3 **WHEREAS**, the City and the Developer wish to enter into a contract concerning the
4 purchase and sale of the Property; and

5 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Contract for
6 Sale, with attachments, hereto and incorporated herein by reference are acceptable and that the
7 execution, delivery and performance by the City and the Developer of their respective
8 obligations are in the best interests of the City and the health, safety, morals and welfare of its
9 residents.

10 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

11 **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and
12 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the
13 Contract for Sale by and between the City and the Developer in substantially the form attached
14 hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the
15 Contract for Sale and to affix the seal of the City thereto. The Contract for Sale shall be in
16 substantially the form attached, with such changes therein as shall be approved by said Mayor
17 and Comptroller executing the same and as may be consistent with the intent of this Ordinance
18 and necessary and appropriate to carry out the matters herein authorized.

19 **SECTION TWO.** The Mayor and Comptroller of the City or their designated
20 representatives are hereby authorized and directed to take any and all actions to execute and
21 deliver for and on behalf of the City any and all additional certificates, documents, agreements or
22 other instruments as may be necessary and appropriate in order to carry out the matters herein

1 authorized, with no such further action of the Board of Aldermen necessary to authorize such
2 action by the Mayor and the Comptroller or their designated representatives.

3 **SECTION THREE.** The Mayor and the Comptroller or their designated representatives,
4 with the advice and concurrence of the City Counselor and after approval by the Board of
5 Estimate and Apportionment, are hereby further authorized and directed to make any changes to
6 the documents, agreements and instruments approved and authorized by this Ordinance as may
7 be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out
8 the matters herein authorized, with no such further action of the Board of Aldermen necessary to
9 authorize such changes by the Mayor and the Comptroller or their designated representatives.

10 **SECTION FOUR.** The funds received from the sale of this Property shall be deposited
11 in the City's General Fund, Fund Balance.

12 **SECTION FIVE.** It is hereby declared to be the intention of the Board of Aldermen that
13 each and every part, section and subsection of this Ordinance shall be separate and severable
14 from each and every other part, section and subsection hereof and that the Board of Aldermen
15 intends to adopt each said part, section and subsection separately and independently of any other
16 part, section and subsection. In the event that any part, section or subsection of this Ordinance
17 shall be determined to be or to have been unlawful or unconstitutional, the remaining parts,
18 sections and subsections shall be and remain in full force and effect, unless the court making
19 such finding shall determine that the valid portions standing alone are incomplete and are
20 incapable of being executed in accord with the legislative intent.

Exhibit A

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (this “**Contract**”) is made and entered into as of the Effective Date by and between the **CITY OF ST. LOUIS**, a municipal corporation of the State of Missouri (the “**Seller**”), and **MCB HOTEL OWNER, LLC**, a Missouri limited liability company (the “**Purchaser**”). For purposes of this Contract, the “**Effective Date**” is the latest date of signature below by Seller or Purchaser.

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real estate and all improvements thereon commonly known as the Municipal Courts Building and numbered as 1320 Market Street, St. Louis, Missouri 63103 and legally described on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “**Property**”); and

WHEREAS, Seller and Purchaser are parties to that certain Redevelopment Agreement dated as of _____, 2017 (the “**Redevelopment Agreement**”); and

WHEREAS, pursuant to the Redevelopment Agreement, Purchaser intends to construct the redevelopment project for the Property as described in the Redevelopment Agreement (the “**Redevelopment Project**”); and

WHEREAS, in connection with the Redevelopment Agreement, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, all in accordance with the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. Sale: For the consideration hereinafter set forth, and upon all the terms, provisions, and conditions, and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2. Purchase Price: Purchaser shall pay to Seller the sum of **Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00)** (the “**Purchase Price**”), which sum shall be payable as follows:

(a) Within five business days after all parties have executed this Contract, Purchaser shall deposit the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** (the “**Earnest Deposit**”) with First American Title Insurance Company, 8182 Maryland Ave, Suite 400, Clayton, Missouri 63105, Attn: Michael Roush, Esq. (the “**Title Company**”), which Earnest Deposit shall be applied against the Purchase Price at the closing hereunder;

(b) Purchaser shall, at closing, pay Seller the remainder of the Purchase Price by wire or other immediately available funds as provided herein.

Except as expressly provided in this Contract, the Earnest Deposit is non-refundable to Purchaser.

3. Contingencies in Favor of Purchaser: This Contract and the obligations of Purchaser hereunder are subject to the satisfaction of the contingencies set forth in the following Subsections of this Section 3, each of which shall be fulfilled within ninety (90) days from the Effective Date of this Contract. All of the contingency periods shall begin to run as of the Effective Date unless otherwise expressly provided. If at any time within the contingency period the applicable contingency is not satisfied, or will not be satisfied, as determined in Purchaser's reasonable discretion, Purchaser may notify Seller in writing no later than 5:00 p.m. on the last day of such contingency period that it desires to terminate this Contract and upon such termination, this Contract shall be null and void and the Earnest Deposit, with accrued interest, if any, shall be immediately returned to Purchaser. Notwithstanding the foregoing, in the event of failure by Purchaser to notify Seller within such time of the waiver or satisfaction of the contingency or the termination of the Contract pursuant to such contingency, such contingency shall be deemed not to have been waived and this Contract shall automatically be terminated.

(a) Title: Within ten (10) days of the Effective Date, Purchaser, at Purchaser's sole cost and expense, shall order a commitment (and copies of all instruments reflected as exceptions thereon) (the "**Commitment**") from the Title Company to issue as of closing hereunder an ALTA Owner's Policy of Title Insurance covering the Property and providing full extended coverage over all general and special title exceptions except Permitted Exceptions (as hereinafter defined). At Closing, Seller shall remove the liens of all mortgages, deeds of trust and other security instruments against the Property reflected upon the Commitment. Purchaser shall have thirty (30) days after receipt of the Commitment to deliver written notice to Seller of any objections that Purchaser may have to the state of title of the Property. If no notice of objection is given, all items (other than liens of mortgages, deeds of trust and other security instruments which Seller shall remove as of Closing) listed as special exceptions on the Commitment shall be deemed "**Permitted Exceptions.**" In the event Purchaser objects to the state of title and Seller is unable to satisfy any objectionable items to the reasonable satisfaction of Purchaser and the Title Company within thirty (30) days after Seller's receipt of such notice, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without adjustment in the Purchase Price, in which event said conditions and exceptions shall be deemed Permitted Exceptions, or (ii) reject the state of title, in which event this Contract shall be terminated and Purchaser's Earnest Deposit shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within ten (10) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above. Notwithstanding anything contained in this Contract to the contrary, if necessary, the Closing (and the obligations of the parties hereto) shall be extended to accommodate the Seller in responding to Purchaser's objections to the state of title to the Property and for Purchaser to elect to terminate this Contract or proceed with the Contract if Seller is unable to cure such objections.

(b) Engineering and Feasibility Reviews: Purchaser shall have performed, at Purchaser's expense, any and all soil tests, environmental studies, surveys, and engineering and market studies as it deems necessary or advisable. Seller hereby grants Purchaser and Purchaser's agents and representatives the right, at Purchaser's sole cost and expense, to access and inspect the Property, cause boundary line and topographical surveys to be prepared, take soil samples, conduct boring and environmental tests and such other engineering investigations and inspections as Purchaser may reasonably require. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost or expense (including reasonable attorneys' fees and litigation expenses) incurred, sustained by or claimed against Seller by reason of Purchaser's activities upon the Property, and in the event the sale contemplated under this Contract fails to occur for any reason whatsoever, Purchaser shall restore the Property to the same condition existing prior to such activities (such obligations of Purchaser to survive any termination of this Contract). Purchaser may, at any time prior to the expiration of the contingency period, terminate this Contract for any reason whatsoever, in which event Purchaser's Earnest Deposit shall be refunded in full to Purchaser and the parties shall be released from all further obligations hereunder.

(c) Survey: Within ten (10) days of the Effective Date, Purchaser shall cause to be ordered, at its sole expense, a current survey of the Property to be performed by a registered land surveyor licensed in the State of Missouri. Such survey shall (a) comply with the current minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Seller, Purchaser, and the Title Company to be in compliance with applicable minimum standards for the State of Missouri; (b) show the boundary lines and legal description of the Property; (c) specify the area, in square feet, of the Property; (d) show the location of all improvements, fences and driveways on the Property; (e) show any encroachments of boundary and building lines, easements and rights-of-way; (f) show the location and course of all visible and recorded easements and rights-of-way and sewage, water, electricity, gas and other utility facilities and conduits upon or adjacent to or servicing the Property; and (g) show access to public rights-of-way to and from the Property on adjacent streets. Within thirty (30) days of its receipt of the survey, Purchaser shall deliver written notice to Seller of any defects disclosed therein which, in the reasonable judgment of Purchaser, will impair the Purchaser's contemplated use thereof, and Seller shall have thirty (30) days from the date Purchaser delivers such notice to Seller to cure such defects. In the event Seller is unable to effect such cure, Purchaser shall, within ten (10) days after Seller is unable to cure such defect, either waive such defect and close the sale contemplated under this Contract or terminate this Contract and receive back Purchaser's Earnest Deposit. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof. Notwithstanding anything contained in this Contract to the contrary, if necessary, the Closing (and the obligations of the parties hereto) shall be extended to accommodate the Seller in responding to Purchaser's notice of defects revealed by such survey and for Purchaser to elect to terminate this Contract or proceed with the Contract if Seller is unable to cure such defects.

4. No Further Encumbrances by Seller. From and after the Effective Date, Seller agrees that Seller will not, without the prior consent of the Purchaser, which consent shall not be unreasonably withheld, enter into any agreement, covenant or other document placing any covenant, restriction or easement on the Property or encumber the Property with any new deeds of trust, mortgages, or other security instruments (unless the same is to be paid or released at or prior to Closing).

5. Representations of Seller: EXCEPT AS TO ANY REPRESENTATIONS OR WARRANTIES OF SELLER EXPRESSLY MADE HEREIN, SELLER MAKES NO WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY. SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE, ANY IMPROVEMENTS, AND ANY PERSONAL PROPERTY COMPRISING THE PROPERTY. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OF ANY OF THE PROPERTY, OR ANY OTHER WARRANTY OR REPRESENTATION. THE PROPERTY IS TO BE CONVEYED TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, AS TO THE SIZE OF THE PROPERTY. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY CONTAINS HAZARDOUS MATERIALS OR SUBSTANCES OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS AND CODES, INCLUDING ENVIRONMENTAL LAWS AND BUILDING CODES.

PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE PROPERTY AND PURCHASER AGREES TO

PURCHASE THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. FURTHER, PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER IS A SOPHISTICATED DEVELOPER OF COMMERCIAL REAL ESTATE AND THAT PURCHASER HAS AND WILL USE ITS OWN JUDGMENT IN EVALUATING THE PROPERTY.

6. Conditions to Closing; Closing into Escrow with Title Company:

(a) Each of the following shall be a condition to the obligation of the Seller to close on the sale of the Property to Purchaser.

(i) Purchaser shall not be in default under this Contract or the Redevelopment Agreement.

(ii) Purchaser shall have provided Seller with evidence, satisfactory to the Seller, that Purchaser has or will have the funds to construct and complete the Redevelopment Project.

(iii) Seller and Purchaser shall have agreed to the form of a performance bond satisfactory to Seller and Purchaser, guarantying the completion of the construction of the Redevelopment Project.

(iv) Purchaser agrees that Purchaser shall be responsible for reimbursing Seller for fees incurred by Seller in employing counsel and other professionals in connection with the sale of the Property and the negotiation and implementation of this Contract and the Redevelopment Agreement ("**Seller's Fees**"). As a condition to the closing, Purchaser shall pay, at the Closing, all such Seller's Fees incurred by Seller prior to the Closing; in no event shall the foregoing amount paid as Seller's Fees be a credit against the Purchase Price for the Property or any other amount due from Purchaser hereunder.

(b) The Closing of the sale contemplated under this Contract (the "**Closing**") shall occur on or within thirty (30) days after the date on which all of the contingencies provided for in Section 3 hereof or on such other date as the parties may agree, provided however, that in no event shall the closing occur more than one hundred and eighty (180) days after the date of the Redevelopment Agreement. The closing shall occur at the offices of the Title Company or at such other location as the parties mutually agree.

(c) At Closing, Seller shall execute and deliver to Title Company the following:

(i) A Quit Claim Deed, in the form attached hereto as Exhibit B (the "**Quit Claim Deed**"), conveying the Property to Purchaser, such Quit Claim Deed to be held by Title Company pursuant to the Escrow Agreement attached hereto as Exhibit C (the "**Escrow Agreement**");

(ii) An affidavit required by the Title Company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished to or created by Seller and for parties in possession;

(iii) The Escrow Agreement;

(iv) Seller's closing statement; and

(v) Such other documents from Seller reasonably required by the Title Company to issue an Owner's Policy of Title Insurance on forms reasonably satisfactory to Seller and the Title Company.

(d) At closing, the following prorations and adjustments shall be made to the Purchase Price:

(i) Real estate taxes, if any, payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills.

(ii) The costs of utilities for the Property, including electric, gas, water, and sewer utilities, shall be prorated as of the date of closing, with Seller responsible for the date of closing.

(iii) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as "closing costs" in the St. Louis Metropolitan Area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

(iv) All closing or escrow fees charged by the Title Company shall be paid by Purchaser.

(e) At closing, Purchaser shall execute or deliver to Title Company the following:

(i) The remainder of the Purchase Price (subject to proration as described above) to be held by the Title Company pursuant to the Escrow Agreement;

(ii) Purchaser's counterpart to the Quit Claim Deed;

(iii) A certificate of value for the Quit Claim Deed;

(iv) All of Seller's Fees accrued by Seller through the date of Closing (unless already paid by Purchaser);

(v) Buyer's closing statement; and

(vi) Purchaser's counterpart to the Escrow Agreement.

(f) Notwithstanding any provision hereof to the contrary, in the event the conditions set forth in Section 2(A) of the Escrow Agreement have been satisfied at or before the Closing, the parties shall not be required to execute the Escrow Agreement, and the Title Company shall, on the Closing Date, simultaneously:

(i) release the Purchase Price to Seller per Seller's closing statement, and pay any Seller's Fees delivered to it by Purchaser to the Seller;

(ii) deliver to the Purchaser (or record for Purchaser) the Quit Claim Deed to the Property; and

(iii) deliver the other documents or instruments executed by the parties as appropriate.

7. Remedies.

(a) In the event of default hereunder by Seller, Purchaser shall, as its sole and exclusive remedies, either (i) seek specific performance of this Contract, or (ii) obtain the return of the Earnest Deposit plus payment, by Seller, of the verifiable, actual, reasonable costs incurred by Purchaser in conducting due diligence on the Property pursuant to Section 3 of this Contract, such amount, however, not to exceed **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** in total. In the event of default hereunder by Purchaser, Seller shall be entitled to either: (i) accept the Earnest Deposit, including all interest thereon, as liquidated damages, the parties agreeing that the amount of the Earnest Deposit is their best estimate of Seller's damages, such damages being difficult if not impossible to ascertain; or (ii) pursue any remedy available at law or equity, including the right to seek specific performance or money damages.

(b) In the case of any legal or equitable action taken by either party in connection with the default of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys' fees incurred in connection therewith.

(c) Notwithstanding anything in this Contract to the contrary, a default by Purchaser under the Redevelopment Agreement shall be deemed to be a default by Purchaser under this Contract, and any default under this Contract by Purchaser shall be deemed a default by Purchaser under the Redevelopment Agreement; any termination of the Redevelopment Agreement shall also terminate this Contract, and any termination of this Contract shall also terminate the Redevelopment Agreement.

8. Commissions:

(a) Seller represents to Purchaser that Seller has not engaged the services of a real estate agent, broker, or salesperson in connection with the transaction contemplated hereunder, and that no commissions, finder's fees or broker's fees are due to any person, firm or entity by reason of employment of such person by Seller. To the fullest extent permitted by law, Seller covenants and agrees to hold Purchaser harmless by way of indemnification or otherwise from all loss, damage and expense, including attorneys' fees and court costs, incurred by reason of any claim for such commission or fee arising out of the acts of Seller hereunder.

(b) Purchaser represents to Seller that Purchaser has not engaged the services of a real estate agent, broker, or salesperson in connection with the transaction contemplated hereunder, and that no commissions, finder's fees or broker's fees are due to any person, firm or entity by reason of employment of such person by Purchaser except for _____, Purchaser's broker ("**Purchaser's Broker**"). Purchaser shall be solely responsible for compensating Purchaser's Broker in connection with this transaction and Seller shall have no liability to Purchaser's Broker for any commissions or other fees. Purchaser covenants and agrees to hold Seller harmless by way of indemnification or otherwise from all loss, damage and expense, including attorneys' fees and court costs, incurred by reason of any claim for such commission or fee arising out of the acts of Purchaser hereunder, including any claims for commissions or fees of Purchaser's Broker. Purchaser shall be solely responsible for compensating Purchaser's Broker in connection with this transaction and Seller shall have no liability to Purchaser's Broker for any commissions or other fees.

9. Notices: Any notice required or permitted to be given hereunder shall be deemed given (i) on the date written notice is personally delivered, (ii) three (3) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Comptroller, City of St. Louis
 ATTN: Deputy Comptroller for Finance
 1520 Market Street
 Room 3005
 St. Louis, Missouri 63103

With a copy to:

City Counselor
Room 314 City Hall
St. Louis, Missouri 63103

With a copy to:

Armstrong Teasdale LLP
ATTN: Thomas J. Ray
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

If to Purchaser: MCB Hotel Owner, LLC
 ATTN: Michael Nelson
 1136 Washington Ave., No. 303
 St. Louis, Missouri 63101

with a copy to:

Spencer Fane LLP
ATTN: Robert B. Preston
1 North Brentwood Blvd., Suite 1000
St. Louis, Missouri 63105

10. Binding Effect; No Assignment: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject, however, to the restriction on assignment contained herein. Purchaser shall not assign this Contract or any interest herein without the prior consent of Seller.

11. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

12. Governing Law; Forum: This Contract has been made and entered into in the City of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles. Any dispute between the parties arising out of this Contract shall be brought in the Circuit Court of the City of St. Louis, Missouri.

13. Computation of Time: If the last day for the performance of any obligation hereunder or the giving of any notice hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.

14. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be

ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of this Contract.

15. Section Headings: The headings of the sections and paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

16. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

17. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into connection herein.

18. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

19. Entire Agreement: This Contract (including the Exhibits hereto, and expressly including the Escrow Agreement) constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract in the City of St. Louis, State of Missouri, as of the Effective Date.

[Remainder of page is intentionally blank-signature pages follow.]

SELLER:

CITY OF ST. LOUIS,
a municipal corporation of the state of
Missouri

By: _____
_____, Mayor
Date: _____, 2017

By: _____
Darlene Green, Comptroller
Date: _____, 2017

APPROVED AS TO FORM:

_____, City Counselor

Register:

PURCHASER:

MCB Hotel Owner, LLC,
a Missouri limited liability company

By: MCB Hotel Manager, LLC,
a Missouri limited liability company,
its manager

By: MCB Hotel Venture, LLC,
a Missouri limited liability company,
its manager

By: Nelson Development 1, LLC,
an Iowa limited liability company,
its manager

By: _____
Michael K. Nelson, Manager

Date: _____, 2017

Exhibit A

Legal Description of Property

LOT B OF CITY HALL SUBDIVISION PLAT 1 AND BEING IN CITY BLOCK 207 OF THE CITY OF ST. LOUIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 10012014, PAGE 216 OF THE ST. LOUIS CITY, MISSOURI RECORDS.

Exhibit B

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Quit Claim Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR: City of St. Louis

Mailing Address: 1200 Market Street
St. Louis, Missouri 63103

GRANTEE: MCB Hotel Owner, LLC

Mailing Address: 1136 Washington Ave., No. 303
St. Louis, Missouri 63101

LEGAL DESCRIPTION: See Exhibit A

REFERENCE BOOK & PAGE: N/A

QUIT CLAIM DEED

THIS DEED is made and entered into this ____ day of _____, 20____, by and between the **CITY OF ST. LOUIS**, a municipal corporation of the State of Missouri, with an address of 1200 Market Street, St. Louis, Missouri 63103, the Grantor, and **MCB HOTEL OWNER, LLC**, a Missouri limited liability company with an address of 1136 Washington Ave., No. 303, St. Louis, Missouri 63101, the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee, the sufficiency and receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said Grantee, the following described Real Estate in the City of St. Louis, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of Grantee forever, so that neither the said Grantor, nor Grantor's successors or assigns, nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but it and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

[Remainder of page is intentionally blank-signature pages follow.]

Grantor:

City of St. Louis,
a municipal corporation of the State of Missouri

By: _____
_____, Mayor

By: _____
Darlene Green, Comptroller

Approved as to form:

By: _____
_____, City Counselor

Attest:

By: _____
_____, City Register

STATE OF MISSOURI)

) SS.

CITY OF ST. LOUIS

)

On this ____ day of _____, 20____, before me appeared _____ and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of St. Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

PURCHASER:

MCB Hotel Owner, LLC,
a Missouri limited liability company

By: MCB Hotel Manager, LLC,
a Missouri limited liability company,
its manager

By: MCB Hotel Venture, LLC,
a Missouri limited liability company,
its manager

By: Nelson Development 1, LLC,
an Iowa limited liability company,
its manager

By: _____
Michael K. Nelson, Manager

Date: _____, 2017

STATE OF _____)
)
_____ OF _____)

SS.

On this ____ day of _____ in the year 2017, before me, _____, a Notary Public in and for said state, personally appeared Michael K. Nelson, the Manager of Nelson Development 1, LLC, an Iowa limited liability company, the manager of MCB Hotel Venture, LLC, a Missouri limited liability company, the manager of MCB Hotel Manager, LLC, a Missouri limited liability company, the manager of MCB Hotel Owner, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of Nelson Development 1, LLC, as the manager of MCB Hotel Venture, LLC, as the manager of MCB Hotel Manager, LLC, as the manager of MCB Hotel Owner, LLC, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

LOT B OF CITY HALL SUBDIVISION PLAT 1 AND BEING IN CITY BLOCK 207 OF THE CITY OF ST. LOUIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 10012014, PAGE 216 OF THE ST. LOUIS CITY, MISSOURI RECORDS.

Exhibit C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and among First American Title Insurance Company (“Escrow Agent”), the City of St. Louis (“Seller”), and MCB Hotel Owner, LLC (“Purchaser”).

In consideration of the premises and of the following agreements, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Escrow Agent, Seller, and Purchaser agree as follows:

1. Escrow Agent hereby acknowledges receipt of the sum of \$_____ (“Escrowed Funds”). The Escrowed Funds represent payment of the Purchase Price under that certain Contract for Sale of Real Estate dated _____, 2017 by and between Seller and Purchaser (the “Contract”; capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Contract). Additionally, Escrow Agent acknowledges receipt of the following documents: (i) the Quit Claim Deed for the Property executed by Seller and Purchaser; (ii) a seller’s affidavit executed by Seller; (iii) a certificate of value executed by Purchaser; and (iv) such other documents or instruments executed by the parties and customary in connection with the sale of real property in the St. Louis Metropolitan Area (the “Escrowed Documents”). The Escrow Agent will hold the Escrowed Funds and Escrowed Documents in accordance with this Agreement. The Escrow Agent shall deposit the Escrowed Funds in its escrow account, currently maintained at _____.

This Agreement pertains to the property which is described in Exhibit A to the Quit Claim Deed (the “Property”).

SELLER AND PURCHASER INTEND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT AT THE CLOSING, THE QUIT CLAIM DEED TO THE PROPERTY IS NOT BEING DELIVERED TO PURCHASER AND THAT TITLE TO THE PROPERTY IS NOT PASSING OUT OF SELLER AND INTO PURCHASER UNLESS AND UNTIL THE CONDITIONS SET FORTH IN SECTION 2.A. BELOW ARE SATISFIED, AND ESCROW AGENT HAS RELEASED THE ESCROWED FUNDS AND DELIVERED (OR RECORDED) THE ESCROWED DOCUMENTS AS DESCRIBED THEREIN, AS APPLICABLE. SELLER SHALL REMAIN IN POSSESSION OF THE PROPERTY, AND PURCHASER SHALL HAVE NO RIGHT TO ENTER INTO POSSESSION OF THE PROPERTY, UNLESS AND UNTIL THE CONDITIONS SET FORTH IN SECTION 2.A. BELOW ARE SATISFIED, AND ESCROW AGENT HAS RELEASED THE ESCROWED FUNDS AND DELIVERED (OR RECORDED) THE ESCROWED DOCUMENTS AS DESCRIBED THEREIN, AS APPLICABLE.

2. Escrow Agent accepts its appointment to act pursuant to the provisions of this Agreement.

A. Upon satisfaction of each of the following conditions, Escrow Agent is authorized to release the Escrowed Funds to the Seller, deliver to the Purchaser (or record for Purchaser) the Quit Claim Deed to the Property, and deliver the other Escrowed Documents as appropriate:

i. Escrow Agent shall have received notice from Seller (or counsel for Seller) that Purchaser has: (a) paid Seller the additional amount of any Seller’s Fees incurred after Closing, and (b) paid all real estate taxes and utilities assessed against or attributable to the Property from and after the Effective Date.

ii. Escrow Agent shall have received a joint letter from Seller and Purchaser (or counsel for Seller and Purchaser) that the Redevelopment Agreement is in full force and effect;

iii. Escrow Agent shall have received a joint letter from Seller and Purchaser (or counsel for Seller and Purchaser) that the Purchaser has closed on the financing necessary (or will close on the financing necessary contemporaneously with the delivery or recordation of the Quit Claim Deed) to undertake and complete the Redevelopment Project; and

iv. Escrow Agent shall have received a joint letter from Seller and Purchaser (or counsel for Seller and Purchaser) that the Purchaser has provided Seller with a copy of a fully executed contract for the construction of the Redevelopment Project with Paric Corporation or another contractor satisfactory to Seller and a performance bond, satisfactory to Seller, guarantying the completion of the construction of the Redevelopment Project.

B. If the conditions described above in paragraph A. are not satisfied on or before that day which is six months from the Effective Date hereof, Escrow Agent shall return the Escrowed Funds to the Purchaser (less the Earnest Deposit, which shall be Seller's to retain and less any fees owed to the Escrow Agent hereunder which have not been paid by Purchaser), shall return the Quit Claim Deed to Seller, and shall return the other Escrowed Documents to the party executing the same. Additionally, if the conditions described above in paragraph A. are not satisfied on or before that day which is six months from the Effective Date hereof, if requested by Seller, Purchaser shall execute a Quit Claim Deed to the Property in favor of Seller releasing and quit claiming any interest in the Property that Purchaser may have, and the obligations of Purchaser in this sentence shall survive any termination of this Agreement for failure to satisfy the conditions set forth in paragraph A. above.

C. In taking any action hereunder, Escrow Agent shall be protected in relying upon any notice, paper or other document believed by it to be sufficient, and in no event shall be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct. Escrow Agent shall be fully protected by any act taken, suffered or permitted by it in good faith.

3. In the event the Escrow Agent becomes involved in litigation or a dispute by reason hereof, it is authorized to deposit with a court of competent jurisdiction any and all of the Escrowed Funds and the Escrowed Documents and thereupon, it shall stand fully relieved and discharged of any further duties hereunder.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Agreement shall be governed by the laws of the State of Missouri.

5. Should any part of any provision contained in this Agreement be deemed unenforceable by a court of competent jurisdiction, then such part shall be deemed deleted or amended in order to render the remainder of any such provision enforceable.

6. This Agreement may be amended or modified at any time, or from time to time, only by written instrument signed by the Escrow Agent, Seller and Purchaser.

7. The Seller (to the extent permissible by applicable law) and Purchaser shall indemnify, defend and hold the Escrow Agent harmless from and against any and all claims, liability, loss, cost, and expense (including reasonable attorneys fees and court costs) arising from the performance of the Escrow Agent

hereunder, except for any such claim, action or proceedings resulting in a final determination that the Escrow Agent, by its own bad faith, negligence, or willful misconduct breached the provisions hereof. In the event that such costs or expenses are incurred by the Escrow Agent, the Escrow Agent shall be entitled to reimburse itself out of Escrowed Funds for its reasonable costs and expenses.

8. The Escrow Agent may, in its discretion, (a) file an interpleader action if the parties cannot agree as to the disposition of the Escrowed Funds or Escrowed Documents, (b) employ attorneys for the reasonable protection of the Escrowed Funds or Escrowed Documents and of itself, and (c) reimburse itself out of the Escrowed Funds for costs, expenses, attorney fees and its compensation hereunder, and shall have a lien on Escrowed Funds and the Escrowed Documents as security for the same.

9. The Purchaser shall pay Escrow Agent a fee of \$_____ for its services hereunder.

10. The Seller and Purchaser are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of the depositor's accounts at the same or related institution. Escrow Agent assumes no responsibility for, nor will the Seller or Purchaser hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the Escrowed Funds may cause the aggregate amount of any of the Purchaser's or Seller's accounts to exceed the FDIC coverage amount and that the excess amount is not insured. The Seller and Purchaser understand that certain banking instructions, such as, but not limited to, repurchase agreements and letters of credit are not covered at all by the FDIC insurance.

IN WITNESS WHEREOF, the Escrow Agent, Seller, and Purchaser have executed this Agreement as of the Effective Date.

SELLER:

CITY OF ST. LOUIS,
a municipal corporation of the state of
Missouri

By: _____
_____, Mayor

By: _____
Darlene Green, Comptroller

APPROVED AS TO FORM:

_____, City Counselor

Register:

PURCHASER:

MCB Hotel Owner, LLC,
a Missouri limited liability company

By: MCB Hotel Manager, LLC,
a Missouri limited liability company,
its manager

By: MCB Hotel Venture, LLC,
a Missouri limited liability company,
its manager

By: Nelson Development 1, LLC,
an Iowa limited liability company,
its manager

By: _____
Michael K. Nelson, Manager

ESCROW AGENT:

First American Title Insurance Company

By: _____

Name: _____

Title: _____