

ORDINANCE #68532
Board Bill No. 233

An Ordinance amending Ordinance Numbers 65857 and 66431 and 67059 and 68429 pertaining to the Grand Center Redevelopment Area approving a Tax Increment Financing Redevelopment Agreement for the Grand Center Redevelopment Area; approving a fourth Amendment to the Redevelopment Agreement contained in Exhibit A to such Ordinances; prescribing other matters and making findings with respect thereto; modifying the terms and timing of the sale and purchase of the property at 634 N. Grand in accordance with a certain Contract for Sale of Real Estate; approving the Contract for Sale of Real Estate; authorizing certain actions by City officials; and containing a severability clause and an emergency clause.

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

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area (the "Redevelopment Area") which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, the City's Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Grand Center, Inc. ("Developer"), and the City did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the "Redevelopment Agreement") in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes were required, and the Developer requested certain amendments to the Redevelopment Agreement and the City's Board of Alderman did duly consider and adopt Ordinance No. 66431 in July, 2004 authorizing execution of an Amendment to the Redevelopment Agreement (the "First Amendment") and did duly consider and adopt Ordinance No. 67059 in March, 2006 authorizing execution of a second Amendment to the Redevelopment Agreement (the "Second Amendment") and did duly consider and adopt Ordinance No. 68429 in July, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Third Amendment") by and between the City and the Developer; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement (as amended by the First Amendment, the Second Amendment and the Third Amendment) has continued to progress, and (i) certain Redevelopment Projects can be completed with lower TIF Allocation amounts and certain other Redevelopment Projects cannot be completed without TIF Allocation amounts, certain additional changes are required, and (ii) certain terms concerning the sale of the property at 634 N. Grand need to be modified in connection with the proposed ultimate redevelopment of said property, and as a result the Developer has requested certain additional amendments to the Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Fourth Amendment to the Redevelopment Agreement attached as Exhibit A hereto (the "Fourth Amendment") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Act and the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines that modifying terms of the sale of the property at 634 N. Grand from City to Developer in accordance with a certain Contract for Sale of Real Estate is in the best interests of the City.

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

SECTION ONE. The Redevelopment Agreement contained in Exhibit A to Ordinance 66857, the First Amendment contained in Exhibit A to Ordinance 66431, the Second Amendment contained in Exhibit A of Ordinance 67059, the Third Amendment contained in Exhibit A of Ordinance 68427 are hereby ratified and approved. The Fourth Amendment, attached hereto as Exhibit A, is hereby approved and the Redevelopment Agreement, the First Amendment, the Second Amendment, and the Third

Amendment and all exhibits attached thereto and all Redevelopment Projects set forth therein are hereby deemed amended in accordance with the Fourth Amendment.

SECTION TWO. The Contract for Sale of Real Estate attached hereto as Exhibit B, is hereby approved.

SECTION THREE. The Mayor and Comptroller of the City and all other officers, agents, representatives and employees of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the implementation of the Redevelopment Plan, the Redevelopment Agreement and the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Contract for Sale of Real Estate and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to carry out the matters herein authorized.

SECTION FOUR. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

SECTION SIX. This being an ordinance involving the sale, rehabilitation and financing of property and necessary for the immediate preservation of the public peace, health and safety, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

EXHIBIT A

1. Section 2.D(ii) to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be deleted and a new Section 2.D (ii) shall be inserted as follows:

"(ii) (a) The City and the Developer shall enter into a contract for sale of real estate for 634 N. Grand ("Contract for Sale of Real Estate"). The form of the Sale Contract shall be as set forth in Exhibit B to Ordinance _____ (BB # ____). The City and Developer shall cooperate in endeavors to identify an alternate entity to purchase and develop 634 N. Grand in accordance with the Redevelopment Plan ("Alternate Purchaser"), and that, if such Alternate Purchaser is identified and if the price to be paid by such purchaser is in excess of \$3,200,000, the purchase price payable to the City shall be increased by such excess.

(b) Concurrently with the closing of the sale and upon payment to the City in full of the purchase price for 634 N. Grand, the City will provide the Developer with a \$500,000 non-interest bearing note (the "City Note") which City Note shall not be applied to the purchase price for 634 N. Grand. The City Note shall be payable, subject to annual appropriation, in equal annual installments commencing on the December 31st first following the Closing Date and each December 31 thereafter until the City Note matures; such City Note shall mature on the date of the latest maturity of any of the TIF Obligations or upon earlier payment of \$500,000, provided, however, that the Developer may use the City Note as additional collateral for the repayment of the TIF Obligations under the TIF Ordinance once the purchase price has been paid in full in accordance with the Contract for Sale of Real Estate.

(c) Developer may allocate some or all of the \$350,000 of TIF Obligations in the form of Series B Notes to assist in financing the purchase or development of 634 N. Grand by an Alternate Purchaser. Should an Alternate Purchaser not require the use of some or all of the such Notes for such purposes, said Notes may be allocated by Developer to other costs associated with other Redevelopment Projects; any reallocations among Redevelopment Projects will be subject to the restrictions on adjusting the amount of TIF Obligations among the Redevelopment Projects as set forth in the TIF Redevelopment Plan."

2. Section 2.F to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be deleted and a new Section 2.E shall be inserted as follows:

“F. Excusable Delay. The Developer shall give the City written notice of Excusable Delay; provided, however, that all duties and obligations of the City hereunder and under the Approving Ordinances and the Redevelopment Plan shall cease and terminate on December 31, 2004, unless the Developer (or a Sub-Developer) has, on or before such date, commenced construction of the first Redevelopment Project. As set forth in Section 2.C.(iii), the Developer has further to complete (or cause to be completed) construction of the Phase I Redevelopment Projects to be undertaken by the Developer (or Sub-Developers as appropriate) as described in the Redevelopment Plan (other than the SLU Arena) no later than December 31, 2010. The time schedules set forth in this paragraph and in Exhibit D may be extended for Excusable Delay, as defined herein, or may be extended pursuant to any extension granted pursuant to Section 2.C.(viii)(b); provided, however that the completion date for all of the Phase I Redevelopment Projects (other than the SLU Arena) shall not extend beyond December 31, 2014.”

3. The existing Exhibit D-1 and Exhibit D-2 to the Redevelopment Agreement and First Amendment, Second Amendment, and Third Amendment approved in Exhibit A to Ordinance 65857, Ordinance 66431, Ordinance 67059, and Ordinance 65875 shall be deleted and a new Exhibit D-1 and Exhibit D-2 shall be inserted as follows:

**EXHIBIT D-1 (to Redevelopment Agreement)
PHASE I REDEVELOPMENT PROJECTS
Allocable Amount of TIF Obligations**

Series A Notes

1. SLU Arena _____ \$8,000,000 (not to exceed when added to related Series B Notes and the amount on deposit in the SLU EATs account and any amount that is to be covered upon refinancing due to a change in interest rates)

Series B Notes

1.	SLU Arena	\$ 1,855,000
2.	Woolworth's	\$ 1,850,000
3.	District Expenses and Reimbursements	\$ 750,000
4.	P.W. Shoe Lofts (residential/retail)	\$ 650,000
5.	Sweetie Pie's Restaurant & Banquet Center	\$ 600,000
6.	Metropolitan Building	\$ 500,000
7.	634 N. Grand	\$ 3,200,000
8.	Medinah	\$ 3,000,000
9.	Humboldt	\$ 1,175,000
10.	Beaux Arts Building	\$ 1,500,000
11.	Other Retail, Mixed Use or Residential Projects (as Approved by the Board of Estimate and Apportionment)	\$ 2,060,000

GRAND TOTAL SERIES B NOTES: \$17,140,000

Series C Notes

1.	District Improvements	\$ 2,700,000
2.	Olive West Housing (land assembly)	\$ 2,500,000
3.	Olive West Housing (development)	\$ 2,000,000
4.	Phase I Retail Mixed Use (Grand and Lindell)	\$ 2,500,000
5.	Garage I (\$2,150 per space for 1,000 spaces)	\$ 2,150,000

GRAND TOTAL SERIES C \$11,850,000

Series D Notes

1.	Contemporary Art Museum	\$ 2,000,000
2.	Urban Garden	\$ 380,000
3.	Charmaine Chapman Community Center	\$ 500,000
4.	Village Academy	\$ 250,000
5.	Sun Theatre	\$1,750,000
6.	African American Museum	\$4,000,000
GRAND TOTAL SERIES D NOTES:		\$8,880,000

EXHIBIT B

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT ("Contract") made and entered into this ____ day of _____, 2009 ("Effective Date"), by and between GRAND CENTER, INC., a Missouri not for profit corporation, ("Purchaser"), and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, ("Seller").

WITNESSETH, THAT:

WHEREAS, Seller is the owner of that certain parcel of real estate and all improvements thereon commonly known and numbered as 626-634 N. Grand, St. Louis, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if fully set out, ("Property"); and

WHEREAS, Seller and Purchaser are parties to that certain Redevelopment Agreement dated as of April 24, 2003, as amended on May 23, 2005, as amended on July 11, 2006 and as amended on August 27, 2009 and as may be amended from time to time (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller desires and agrees to sell and Purchaser desires and agrees to purchase the Property; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller and Purchaser have identified an alternative purchaser, 634 N Grand, LLC, to whom this Contract may be assigned subject to the terms of said Redevelopment Agreement, as amended, and to 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 Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Purchase Price"), which sum shall be payable at closing by cashier's check, wire or other immediately available funds.

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 no later than one hundred twenty (120) days from the Effective Date of this Contract, unless extended by Seller's Board of Estimate and Apportionment in the sole discretion of said Board. Any request for such an extension shall be in writing and within the one hundred twenty (120) days, as aforesaid. 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. 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 nor satisfied and this Contract shall automatically be terminated. Purchaser may affirmatively waive any contingencies at any time prior to one hundred twenty (120) days from the Effective Date of this Contract by written notice.

(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 money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) 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, in the event necessitated by reason of the exercise of the rights under any of the provisions of this Section 3, the closing (and the obligations of the parties hereto) shall be extended accordingly.

(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 and/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. In the event Purchaser is dissatisfied with any such information or results acquired by Purchaser pursuant to this Section 3(b), Purchaser may, at any time prior to the expiration of the contingency period, terminate this Contract, in which event 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 minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Purchaser and the Title Company to be in compliance with the minimum standards for property boundary surveys of the Division of Geology and Land Survey, Missouri Department of Natural Resources; (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 and show no encroachments of boundary and building lines, easements and rights-of-way; (e) 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 (f) 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 value of the Property or 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 either waive such defect and close the sale contemplated under this Contract or terminate this Contract. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof.

(d) Beginning as of the Effective Date, Purchaser shall have the right to plan and zone the Property and Purchaser may request and obtain changes to any City of St. Louis ordinances, including but not limited to those relating to any Tax Abatement, TIF District, or Historic Tax Credit approval, in order to make the Purchaser's planned development of the Property into a mixed-use primarily composed of hotel and for-rent or for-sale residential units (the "Development")

feasible including finalization of tax incentives provided by Seller. Seller agrees to fully cooperate with Purchaser in this development process. Purchaser shall have one hundred and twenty (120) days to satisfy such conditions, and failing such, Purchaser may, at any time prior to the expiration of the contingency period, terminate this Contract, in which event the parties shall be released from all further obligations hereunder.

4. Assignability in Favor of the Development; Assignability Generally. Notwithstanding anything herein to the contrary, Seller and Purchaser agree that Purchaser shall have the right to offer the Property to 634 N Grand, LLC. (“Project Developer”). In the event that Purchaser and Project Developer come to an agreement whereby Project Developer agrees to purchase the Property and redevelop the same on terms not less than those set forth herein, Purchaser agrees to assign all of its rights under this Contract to Project Developer. Any excess over the Purchase Price paid by Project Developer shall be payable to Seller. Seller and Purchaser agree that, except as provided for in this paragraph, Purchaser shall not assign its rights and duties under this Contract to any third party other than Project Developer without the prior written consent of the Seller’s Board of Estimate and Apportionment.

5. Delivery of Documents, etc.: Within ten (10) days following the Effective Date, Seller shall deliver the following to Purchaser, to the extent that the same are in the possession of Seller:

- (a) A copy of all recorded plats affecting the Property, or any part thereof;
- (b) A copy of all covenants and restrictions affecting the Property, or any part thereof;
- (c) A copy of any surveys of the Property;
- (d) A copy of any certificates of title, commitments for title insurance or title insurance policies covering the Property, or any part thereof; and
- (e) A copy of any engineering, soil and hazardous substances studies made of the Property.

6. No Further Encumbrances by Seller. From and after the Effective Date, Seller agrees that Seller will not, without the prior consent of the Purchaser, 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.

7. Representations of Seller: Seller represents that this Contract has been, and all the documents to be delivered by Seller to Purchaser at closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at closing to convey good and marketable title to Purchaser, are or will be at closing enforceable in accordance with their respective terms, and do not and will not at closing violate any provision of any agreement to which Seller is a party. Seller further represents that the Property is not the subject of any pending, or to the best of Seller’s knowledge, threatened claim, proceeding or litigation. Seller further represents that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Purchaser, prior to closing, an affidavit in the form satisfactory to Purchaser confirming same. Seller further represents that there will be no person in possession or occupancy of the Property or any part thereof as of the date of closing, nor will there be any persons who have possessory rights in respect to the Property or any part thereof as of the date of closing. Seller further represents that there are no taxes due on the Property as of the date of closing.

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. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, AS TO THE SIZE OR ACREAGE OF THE PROPERTY.

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.

8. Closing:

(a) The closing of the sale contemplated under this Contract shall occur within one hundred and twenty (120) days after the Effective Date of this Contract or on such other date as the Purchaser and the Seller's Comptroller may agree, provided however, that in no event shall the closing occur after March 31, 2010, unless extended by the Seller's Board of Estimate and Apportionment and Purchaser. The closing shall occur at a location as the parties mutually agree.

(b) At closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

(i) A Quit Claim Deed, in the form attached hereto as Exhibit B, conveying the Property to Purchaser;

(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; and

(iii) Possession of the Property subject to Permitted Exceptions.

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

(i) Real estate taxes 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) 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.

9. Condition at Closing: At closing, possession of the Real Estate shall be delivered to Purchaser in substantially the condition existing as of the Effective Date, excepting normal wear and tear. If the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property between the Effective Date and the closing, Purchaser may terminate this Contract.

10. Remedies:

(a) In the event of default hereunder by Seller, Purchaser shall be entitled to all remedies available at law or equity, including the right to seek specific performance and/or money damages. In the event of default hereunder by Purchaser, Seller shall be entitled to pursue any remedy available at law or equity, including the right to seek specific performance/and 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.

11. Commissions: The parties hereto each represent to the other that they have 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 hereof. The parties further covenant and agree to hold each other 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 the indemnifying party hereunder.

12. Notices: Any notice-required or permitted to be given-hereunder shall be deemed given (i) on the date written notice is personally delivered or (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: Asset Manager
Room 311 City Hall
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
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102

If to Purchaser: Grand Center, Inc.
ATTN: President
ATTN: Will Zorn
3526 Washington, 2nd Floor
St. Louis, Missouri 63103

with a copy to:

Bryan Cave LLP
ATTN: Linda M. Martinez
One Metropolitan Square, Suite 3600
St. Louis, Missouri 63102

13. Signs: Purchaser may, with the approval of the Seller’s Asset Manager, place signs on the Property marketing the development.

14. Non-Discrimination: The Purchaser agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the City; provided, however, the City shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Purchaser further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Property, including but not limited to, the Quit Claim Deed.

15. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns, subject to the Charter and ordinances of the City of St. Louis.

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

17. Construction and Interpretation: 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.

18. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Survival: Those provisions of this Contract which relate to warranties including but not limited to Section 7, and post-closing calculations or post closing performances required of Seller and Purchaser shall survive the Closing.

25. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment made be made, unless in writing and signed by the parties hereto.

26. Sales Commission Warranty: Purchaser and Seller hereby acknowledge that certain officers, directors, stockholders, employees, and/or agents of the other are licensed real estate brokers and/or agents, and that any involvement by such persons in this transaction is for their own account without commission. No commission is owed by Seller to Purchaser as a result of the transaction contemplated in this Contract.

27. Recording: Purchaser shall have a right to record a copy of this Contract or a short form Memorandum of this Contract.

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

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

PURCHASER:
GRAND CENTER, INC.,
a Missouri non-for-profit corporation

By: _____
Francis G. Slay, Mayor

By: _____
Vincent C. Schoemehl, Jr., President

By: _____
Darlene Green, Comptroller

APPROVED AS TO FORM:

Patricia Hageman, City Counselor

Exhibit A
Legal Description of Property
[Follows]

Exhibit B
Form of Quit Claim Deed
[Follows]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Quit Claim Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR: The City of Saint Louis
Mailing Address: 1200 Market Street
St. Louis, Missouri 63103

GRANTEE: _____
Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A on Page 5 Hereof

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 SAINT LOUIS**, a municipal corporation of the State of Missouri, with an address of 1200 Market Street, St. Louis, Missouri 63103, the Grantor, and _____, a Missouri _____ with an address of _____, 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.

The Grantee agrees that there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the Grantor; provided, however, the Grantor shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Grantee further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Real Estate.

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

Grantor:

The City of Saint Louis,
a municipal corporation of the State of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to form:

By: _____
Patricia Hageman, City Counselor

Attest:

By: _____
Parrie L. May, City Register

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Francis G. Slay 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 Saint Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of The City of Saint Louis under the authority of Ordinance 65026 and acknowledge said instrument to be the free act and deed of The City of Saint 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

My Commission Expires:

Grantee:
_____,
a Missouri _____

By: _____

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____, a Missouri _____, and that he is authorized to execute this Quit Claim Deed on behalf of said corporation under the authority of its Board of Directors, and acknowledges that he executed said instrument as his free act and deed.

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

My Commission Expires:

EXHIBIT A

[Insert Legal Description]

Approved: December 14, 2009