

IRREVOCABLE OFFER TO PURCHASE FOR REAL ESTATE ASSETS – (the “Contract”)

Agents of the Seller:

Durnil Realtors/Auctioneers, Inc. d/b/a Tranzon Asset Advisors (the “Agent”)

All notices to be sent to: 1108-A North Dixie Highway, Elizabethtown, KY 42701, Phone: (270) 769-0284

This is a legally binding Contract to purchase real estate, if any party does not understand any portion of this Contract, please contact competent legal counsel.

1. The undersigned Buyer, through the Agent, hereby offers to purchase from the Seller, Fenton Old Town, LLC (the “Seller”), the following described real property along with all improvements, attachments and appurtenances; subject to normal and standard title exceptions and any condominium or common area maintenance agreements of record in St. Louis County, Missouri.

_____ (the “Buyer”), offers for the Property the following amount in United States funds

High Bid Price: \$ _____

+ 10% Buyer’s Premium: \$ _____ (the “Premium”)

=Total Sale Price: \$ _____ (the “Total Sale Price”)

Total Deposit Due (10% of Total Sale Price): \$ _____ (the “Deposit”)

Less Initial Deposit \$ _____

Net Deposit Due with this Contract: \$ _____

The Total Sale Price less credit for non-refundable deposits shall be paid in full with cash (certified funds or wire transfer) at or prior to settlement/closing date referenced in Section 6 of this Contract. The Buyer hereinafter tenders to First American Title Insurance Company (the “Designated Escrow Agent”) the sum of \$ _____ with this Contract (for a total of ten-percent (10%) of Total Sale Price) which in its entirety will be the good faith escrow deposit. The disposition of the Deposit is referenced in Section 8 of this Contract.

The Property of: Fenton Old Town, LLC
St. Louis County Parcel ID: 28N111189 and 28O320661
Legal Description: See Attached “Exhibit A”
Collectively, (the “Property”)

The balance of the Total Sale Price shall be paid by the Buyer in the following manner: Buyer shall tender to First American Title Insurance Company (the “Designated Closing Agent”) the balance of the Total Sale Price in cash, or equivalent, at or prior to closing. Seller will tender to Buyer a deed granting to the Buyer an unencumbered marketable title to the Property to be conveyed by Special Warranty Deed, free and clear of all liens and encumbrances, with the usual covenants such as any title company will insure, subject to easements of record, current or prior homeowner or condominium association covenants, conditions and/or restrictions, future assessments, taxes and restrictive covenants of record as to the use and improvement of the Property. If Seller is unable to furnish unencumbered marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be given ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver unencumbered marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement the Buyer may elect to purchase, at its expense, title insurance covering the title and transfer of the Property.

Initials; _____; _____; _____

3. Inspection by Buyer, Condition of Property and Release of Liability: The Buyer acknowledges and agrees that, the Property is being conveyed by Seller in **"AS IS and WHERE IS"** condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer's knowledge and research of the Property and not in reliance on any representation made by Seller, Agent or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or uses and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely. The Buyer has made all inspections of the Property and agrees to purchase the Property **"AS IS and WHERE IS"**, without reservation. **The Seller and Agent grant no warranties of any kind, either expressed or implied with respect to the condition, merchantability, standards or suitability of the Property for the Buyer.**

Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates and internal independent contractors from any and all liability regarding environmental condition. Property is sold to Buyer by current legal description. The Buyer acknowledges that no new survey has been conducted for the benefit of this sale. Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or its Agent, there will be no price or terms adjustments by the Seller. The Buyer is accepting the Property in its **"AS IS and WHERE IS"** condition, which is directly applicable to a survey or boundary measurement of the Property and/or improvements.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer's convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

4. Agency Representation: All parties acknowledge that Tranzon Asset Advisors solely represents the interests of the Seller in this transaction as Seller's Agent. Nothing contained within this Contract, oral statements, sale memoranda, advertising or information packages will be construed to interpret the status of the Agent as any form other than Seller's Agent. Any other agent or broker that may represent the Buyer, by written agreement, and be involved in the transaction, shall solely be responsible for providing all legally necessary agency disclosures to their client(s) and Tranzon Asset Advisors.

5. Time is of the Essence in this Contract. Notice is hereby granted that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regards to this Contract.

<p>BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR CASH AND IS NOT CONTINGENT UPON FINANCING OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR EQUITY.</p>

6. Closing and Possession: Closing shall occur on or before July 24, 2018. The Seller will pay for deed preparation, their prorated share of taxes, title search, and their own attorney fees, if any. The Buyer shall pay all other costs of closing and transfer.

Initials; _____; _____; _____

7. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All leases due and payable, if any, shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent taxes, if any, shall be paid by the Seller from the first proceeds of closing. All deposits of tenants shall be turned over or credited to Buyer at closing, if applicable and available.

8. Non-Refundable Deposit: Buyer has tendered to the Designated Escrow Agent certified funds or cash in the amount of \$_____ as evidence of earnest money binding this Contract. The Deposit must be equal to ten-percent (10%) of the Total Sale Price. The Deposit will be held in the client trust account of the Designated Escrow Agent. All deposits are to be placed in a financial institution with FDIC insured accounts.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via any electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

14. Irrevocable Offer: This offer will remain valid, irrevocable and available for the Seller's acceptance for five (5) business days after delivery of the offer to the Seller, its counsel, or Agent. If this offer is submitted in a sale subject to a state or federal court action, including U.S. Bankruptcy Court, wherein Court approval is required for final disposition and the Seller's acceptance is conditioned upon the Court's approval and Order, the Buyer agrees to not withdraw, alter or remand this Contract during the period of Court approval.

15. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

16. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex, familial status or disability.

17. Venue and Procedure for Dispute Settlement: Venue for settlement of disputes will be deemed to be in the courts sitting in St. Louis County, Missouri. All parties hereby waive their right to trial by jury and agree to submit to a bench trial for the resolution of any dispute. The Buyer and Seller further agree that whichever party prevails in the legal action shall have the right to collect all costs, fees and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent from any and all liability related to this transaction and sale.

18. Prohibition to Recordation of Contract: The parties agree they will not present for filing to any recorder or county clerk's office this Contract, and further, all parties are prohibited and disabled from any recordation.

19. Auction Signage Removal: Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.

The undersigned Buyer and Seller agree they have read the entire contents of this Contract, they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable and available for the Seller's acceptance. This is a legally binding Contract; if you do not understand this Contract, consult qualified legal counsel.

Receipt and Acknowledgement of the Contract by the Buyer

*Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

*Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

*Type of Ownership: (please check only one)

_____ CORPORATION organized under the laws of the State of _____

_____ GENERAL PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____

_____ INDIVIDUAL(s) resident of the State(s) of _____

_____ OTHER (indicate type of entity and state of organization: _____

*Buyer's Address: _____

*Telephone: _____, Fax: _____, Mobile: _____

*Email Address: _____

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a Court of adequate jurisdiction then the Seller's acceptance is not final until an Order of the Court approves the sale.

SELLER: FENTON OLD TOWN, LLC

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

Acceptance of Good Faith Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

Initials; _____; _____; _____

Designated Escrow/Closing Agent

First American Title Insurance Company

National Commercial Services

8182 Maryland Ave., Suite 400

St. Louis, MO 63105

Contact: Lisanne Schraer

Phone: (800) 449-8792

Email: LSchraer@firstam.com

**“Tranzon Asset Advisors is a member company of Tranzon, LLC and is independently owned and operated;
Tranzon Asset Advisors is solely responsible for the conduct and operations of this sale.”**

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Initials; _____; _____; _____

EXHIBIT A
(Legal Description)

Exhibit A



First American

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: NCS-904345-STLO

PARCEL 1:

ALL OF LOT C OF A CERTAIN SUBDIVISION KNOWN AS WESTERN PLAZA RECORDED IN [BOOK 162, PAGE 45](#) IN THE OFFICE OF THE RECORDER OF DEEDS OF ST. LOUIS COUNTY, STATE OF MISSOURI, EXCEPTING THEREFROM THAT PORTION THEREOF BOUNDED ON THE NORTHEAST BY THE DIRECT PROLONGATION NORTHWESTWARDLY OF THE SOUTHWEST LINE OF CHURCH STREET, 40 FEET WIDE, AND HAVING A WIDTH ON SAID PROLONGATION OF 68.86 FEET ON THE SOUTHEAST BY THE NORTHWEST LINE OF TRACT CONVEYED TO ST. PAUL'S ROMAN CATHOLIC CHURCH BY DEED RECORDED IN [BOOK 11, PAGE 193](#), ON THE SOUTHWEST BY THE DIRECT PROLONGATION OF THE NORTHEAST LINE OF A 20 FOOT STRIP DEDICATED ON PLAT RECORDED IN PLAT [BOOK 163, PAGE 1](#) OF ST. LOUIS COUNTY RECORDS AND HAVING A WIDTH ON SAID PROLONGATION OF 68.95 FEET AND ON THE NORTHWEST BY A LINE DRAWN PARALLEL WITH THE NORTHWEST LINE OF SAID TRACT CONVEYED TO ST. PAUL'S CATHOLIC CHURCH, FURTHER EXCEPTING THEREFROM THAT PART CONVEYED TO FENTON SQUARE DEVELOPMENT COMPANY, A GENERAL PARTNERSHIP BY INSTRUMENT RECORDED IN [BOOK 7658, PAGE 401](#), ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO ONE-O-NINE CORPORATION BY DEED RECORDED IN [BOOK 7676, PAGE 1570](#).

PARCEL 2:

A TRACT OF LAND IN U.S. SURVEY 373, TOWNSHIP 44 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT IN THE NORTH LINE OF GRAVOIS ROAD, 60 FEET WIDE, AT ITS INTERSECTION WITH THE EASTERN LINE OF PROPERTY CONVEYED TO FENTON LODGE NO. 281 OF ANCIENT, FREE AND ACCEPTED MASONS BY DEED RECORDED IN [BOOK 111, PAGE 316](#); THENCE ALONG THE NORTH LINE OF GRAVOIS ROAD, NORTH 70 DEGREES 50 MINUTES EAST 35 FEET 8 INCHES TO THE MOST SOUTHERN CORNER OF A TRACT CONVEYED TO ST. PAUL'S ROMAN CATHOLIC CHURCH; THENCE ALONG SAID CHURCH TRACT NORTH 51 DEGREES 55 MINUTES WEST 3 CHAINS 50-3/4 LINKS TO THE MOST WEST CORNER OF SAID TRACT; THENCE SOUTH 61 DEGREES 04 MINUTES WEST 32.63 FEET TO THE NORTHEAST CORNER OF FENTON LODGE NO. 281 AFORESAID; THENCE ALONG SAID FENTON LODGE EAST LINE, SOUTH 51 DEGREES 55 MINUTES EAST TO GRAVOIS ROAD AND THE POINT OF BEGINNING.