

REMS INFORMATION

Agreement ID:

Project ID:

CONTRACT OF SALE

THIS CONTRACT, made and entered into by and between AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation (hereinafter "Seller"), and (hereinafter "Buyer");

WITNESSETH:

Buyer agrees to buy and Seller agrees to sell and convey to Buyer the real estate illustrated and/or described at Exhibit A, together with any improvements, appurtenances, and fixtures thereto (the "Property") pursuant to the following terms and conditions:

1. Price. The purchase price is _____ and No/100^{ths} Dollars (\$) _____ .00) payable by Buyer to Seller as follows:

- a) _____ and No/100^{ths} Dollars (\$) _____ .00) (hereinafter "Earnest Money") to be paid by Buyer to Seller, within seven (7) days after the Effective Date hereof;
- b) _____ and No/100^{ths} Dollars (\$) _____ .00) submitted to Seller herewith adjusted as hereinafter provided, to be paid by Buyer to Seller at the closing, by cashier's or bank certified check.
- c) The aforementioned purchase price is based on an estimated land area of 66.1 acres. The final purchase price will be pro-rated to reflect the actual size of the property conveyed, as determined by a professional survey obtained by the Seller, at the Seller's expense.

2. Form of Deed. Conveyance shall be by quit-claim deed delivered at the closing.

3. Hazardous Substances/Environmental Contingency.

- a) Buyer and Seller shall each have the right but not the duty, at their respective costs, to obtain an environmental study of the Property. If Buyer elects to obtain an environmental study of the Property, Seller shall cooperate therewith and Seller shall answer questions, to the best of its information and belief with respect thereto, and shall give such permissions for entry and for environmental sampling as may be reasonably required therefor.
- b) If either party elects to obtain an environmental study of the Property, it shall promptly furnish the other party with a copy of the report and/or results thereof. If either party determines that

the environmental condition of the Property disclosed by said study is unacceptable, said party shall have the right and privilege to cancel this Contract by written notice to the other party. Said notice shall be delivered no later than five (5) business days prior to the date set for closing. In case of such cancellation, in below entitled "Cancellation/Termination" shall apply and neither party shall have any liability to the other by reason of such cancellation. If neither party shall have given the other said notice of cancellation on or before the fifth (5th) business day prior to the date set for closing, this environmental contingency shall be deemed to have been satisfied or waived.

4. As Is – Where Is. Buyer acknowledges and agrees that prior to closing it will have had full opportunity to inspect and investigate every aspect of the Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title, leasing, contracts and all other matters of significance. Except for Seller's express obligations under this Agreement, including, without limitation, Section 16 hereof, Buyer specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of the closing. Except as expressly set forth in this agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by Seller, or by any partner, officer, employee, member, manager, person, firm, agent or representative acting or purporting to act on behalf of Seller, as to any matters concerning, or that might in any manner affect, the Property, including the condition or repair of the Property or the value, expense of operation, or income potential thereof, and Buyer is not relying upon any such statement, representation or warranty. Further, to the extent that Seller has provided to Buyer information or reports regarding any inspection, engineering, environmental or other matters regarding any aspect of the Property and except as otherwise expressly set forth in this agreement, Seller makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports. Buyer acknowledges that Seller has requested Buyer to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by Seller to Buyer. Buyer's acceptance of the deed for the Property shall constitute its irrevocable declaration that it has fully inspected the Property, or has been given a reasonable opportunity to do so, and that it is fully satisfied with every aspect of the condition of the Property.

5. Risk of Damage. Risk of damage to any improvements to the Property from the effective date of this Contract shall be upon Buyer.

6. Condemnation. If, prior to closing, the Property described at Exhibit A or any portion thereof is taken or threatened to be taken by eminent domain, Seller shall give Buyer prompt written notice thereof and Buyer shall have the right to cancel this Contract by written notice delivered to Seller. In such event, in below entitled "Cancellation/Termination" shall apply. If Buyer does not give such notice of cancellation, the parties shall go forward under this Contract.

7. Closing. This transaction shall be closed on or before _____, at such time during business hours and at such location in _____, of which Seller shall give Buyer written notice no later than five (5) business days in advance of said date. Said closing date may be extended by mutual agreement in writing, or may be extended by Seller if said extension is needed by Seller to obtain the release of the Property from the mortgage thereon.

8. Taxes. General taxes for the calendar year in which the closing occurs, water and sewer charges, if any, and other similar items, shall be prorated to the date of closing on the basis of thirty (30) days to the month, Seller to have the last day. The prorating of said general taxes and other charges shall be based on the latest available bills therefor. All prorations shall be final. Seller shall bear any special tax or assessment which is due and payable on or before the effective date of this Contract and Buyer shall bear any special tax or assessment due and payable thereafter. Adjustments to the purchase price for the foregoing shall be shown on the closing statement to be delivered to Buyer at or before closing. Said adjustments to the purchase price shall be deemed to satisfy Seller's duties with respect to tax or other liens arising out of the subject matter of said adjustments.

9. Closing Costs and Closing Statement. Seller shall pay for recording the deed of release from the mortgage. Buyer shall pay for recording the deed of conveyance from Seller and title insurance charges. Any closing costs not herein provided for shall be borne by Buyer. Seller shall cause the Closing Statement to be delivered to Buyer at or before the closing.

10. Possession. Buyer shall have the right of possession of the Property from and after the closing.

11. Mortgage Release/Liens. Unless otherwise provided herein, Seller shall, at or before the closing, obtain the release of the Property described at Exhibit A from the lien of the mortgage thereon and any and all other liens or encumbrances which can be satisfied by payment of a definite or ascertainable amount.

12. Mechanics' Liens and Judgment Liens. If at the time of closing the title to the Property described at Exhibit A is encumbered by any mechanic's liens or judgment liens arising out of any claims pending against Seller, Seller may satisfy its duty hereunder with respect thereto by Seller's covenant hereby given that Seller shall defend said Property against enforcement of said liens and shall save harmless the Buyer and the Buyer's title insurance company from any liabilities, costs and expenses arising therefrom, provided that Buyer or its title insurance company shall give Seller Notice so that Seller shall have the opportunity to fulfill its duties hereunder.

13. Brokers' Claims. Buyer shall hold harmless and indemnify Seller from and against any liabilities, costs, and expenses including without limitation attorneys' fees which may arise out of any claim for real estate agent's or broker's commission, finder's fee, or the like, by reason of any act of Buyer or any legal relationship between Buyer and any other person.

14. Survival. The indemnities set out in the immediately preceding Sections regarding Mechanics' Liens and Judgment Liens and regarding Brokers' Claims shall survive closing.

15. Notices. Any notice under this contract shall be provided in writing and shall be effective when delivered in person or when mailed, postage prepaid, by Certified or Registered mail to the respective parties, addressed as follows:

Seller:

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS
c/o Ameren Services
Attn: Director, Real Estate Department (Agent for Seller)
P.O. Box 66149 (M/C 700)
St. Louis, Missouri 63166-6149

Buyer or agent for Buyer:

16. Cancellation/Termination. In the event that either party exercises its rights, herein provided, to cancel or terminate this Contract, or the failure of any contingency herein set out, within thirty (30) days after Seller's receipt of written notice of such cancellation or termination, and the parties shall be relieved of any further liability under this Contract. In such event, Seller shall bear the costs of the title commitment.

17. Time Limit on Offer. This instrument, when signed by Buyer, shall constitute an irrevocable offer to purchase which shall expire if not executed by Seller and delivered or mailed to Buyer, as hereinabove provided for written notices, no later than _____ a.m. on _____.

18. Effective Date. The effective date of this Contract shall be the date it is signed by Seller, as evidenced by the date set out beneath the Seller's signature.

19. Exhibits, Headings. All Exhibits referred to in this contract are incorporated herein by reference. The headings are for convenience and shall not be construed to vary the meaning of the text.

20. Waiver. Waiver of any right by either party on any one or more occasion shall not be deemed a waiver of said right or any other right on any subsequent occasion(s).

21. Time of Essence. Time is of the essence for this Contract.

22. No Assignment. This Contract is personal to the parties and their respective rights hereunder are not assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23. Entire Agreement. This instrument constitutes the entire agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals to this instrument in two (2) counterparts.

BUYER:

By: _____
Name: _____
Title: _____
Date: _____

SELLER:
AMEREN ILLINOIS COMPANY
d/b/a AMEREN ILLINOIS

By: _____
Name: _____
Title: _____

Date: _____

Rep Initials
WO#
File Location
11/15/19

EXHIBIT "A"

Insert Legal Description