

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “**Agreement**”) is made and entered into as of _____, 2023 (“**Effective Date**”), by and between **GUARANTOR REAL ESTATE HOLDING COMPANY, LLC**, a Missouri limited liability company (“**Seller**”), with an address of _____, and _____ (“**Buyer**”), with an address of _____.

For and in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Property to be Conveyed. Subject to the terms and conditions contained herein, Seller shall sell, bargain, assign and convey to Buyer, and Buyer shall purchase from Seller that certain tract of real property located in the County of St. Louis, Missouri, commonly known as 12035-12045 Missouri Bottom Road, Hazelwood, MO 63042, and more particularly described on **Exhibit A** attached hereto, together with all improvements, buildings and structures of every kind and description erected, situated or placed thereon and all rights, easements and appurtenances thereto and further including all site plans, surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans, diagrams or studies of any kind, and any deposits and prepaid rentals in Seller’s possession or control which relate to such real property (the “**Real Property**”).

2. Purchase Price. The purchase price for the Real Property shall be _____ AND ____/100 DOLLARS (_____.____), subject to any prorations, adjustments and other credits as provided herein (the “**Purchase Price**”), in immediately available funds.

3. Closing. Subject to the terms and conditions contained herein, the sale and purchase transaction contemplated by this Agreement shall take place contemporaneously with the closing under the Asset Purchase Agreement, as defined herein (the “**Closing Date**”). On the Closing Date, Seller shall convey to Buyer good and marketable fee simple title to the Real Property by Receivers Deed in such form as reasonably provided by Seller (the “**Deed**”), in proper form for recording, subject to no liens, charges, claims, actions, encumbrances, easements, conditions or title exceptions or matters of any kind whatsoever except such title exceptions and matters for each such parcel of Real Property as are approved by Buyer or otherwise provided for or disclosed in this Agreement including any Schedule or Exhibit hereto (the “**Permitted Exceptions**”). In the event of a termination of the Asset Purchase Agreement, this Agreement shall automatically terminate and be of no further force or effect, and the parties agree to execute such other documents as may reasonably be required to confirm such automatic termination.

4. Title Insurance. Buyer’s obligations hereunder are subject to: (a) the ability of Buyer to obtain a binding commitment for title insurance (the “**Commitment**”) pursuant to which a title company acceptable to both parties (the “**Title Company**”) shall issue to Buyer an ALTA owner’s policy of title insurance in form and substance reasonably acceptable to Buyer on the Real Property (and each parcel thereof) (collectively, the “**Title Policy**”), insuring that as of the Closing Date,

there is vested in Buyer fee simple title to each parcel of the Real Property, free and clear of all liens, charges, claims, actions, encumbrances, easements, conditions or title exceptions or matters of any kind or nature, except the Permitted Exceptions, and **(b)** the Title Company issuing the Title Policy as of the Closing. If the Commitment discloses exceptions, encroachments, matters or defects other than the Permitted Exceptions, Buyer shall have the option, not less than five (5) days after receipt of the Commitment, of either: **(i)** completing this transaction and accepting such title as Seller is able to convey, or **(ii)** terminating this Agreement, in which case neither party will have any further obligation to or claim against the other under this Agreement. Buyer shall immediately provide Seller with a copy of the Commitment upon receipt by Buyer. Buyer shall take immediate steps to obtain the Commitment. Buyer does not obtain the Commitment within thirty (30) days after the Effective Date (“**Commitment Period**”) then Seller shall have the right to immediately terminate this Agreement by providing written notice thereof to Buyer within ten (10) days after the expiration of the Commitment Period.

5. Inspections; Materials; Condemnation.

(a) During the thirty (30) day period after the Effective Date (“**Inspection Period**”), Seller shall allow Buyer and its agents and representatives, at reasonable times and upon reasonable prior notice to Seller, access to the Real Property for purposes of conducting a survey and such inspections as Buyer deems necessary (including, without limitation, a Phase I environmental review, a physical building inspection, soil borings and analysis of soil conditions), and determining the general feasibility of operating the Real Property for the uses contemplated by Buyer, all as desired by Buyer. In the event Buyer, in its reasonable discretion, is not satisfied with any report, inspection or feasibility study regarding the Real Property, Buyer shall have the right, in its good faith and reasonable discretion, to terminate this Agreement by notifying Seller in writing of such termination not less than five (5) days after the end of the Inspection Period, in which case neither party will have any further obligation to or claim against the other under this Agreement.

(b) Seller shall provide to Buyer copies of the following, if any, in Seller’s possession or control (the “**Due Diligence Materials**”):

(i) Any and all leases, contracts, licenses, permits, and agreements with any other party, person, or entity in connection with the Real Property, including without limitation, those affecting ownership, operation, maintenance, repair, or development of the Real Property;

(ii) Any and all existing environmental reports, engineering reports, surveys, soil and substrata studies and reports, soil boring logs, development assessments, and any other similar studies, reviews, surveys, assessments, audits, or reports in connection with the Real Property; and

(iii) Any and all governmental approvals obtained by Seller in connection with the Real Property, as well as all notices and correspondence to and from any governmental agencies or insurers of the Real Property, related to the Real Property.

(c) If any of the Real Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance with three days of their knowledge of its occurrence. Buyer shall, within ten (10) days of receipt of such notice, have the option of: (i) proceeding with the closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing), or (ii) terminating this Agreement, in which case neither party will have any further obligation to or claim against the other under this Agreement.

6. Casualty. In the event the Real Property is destroyed or substantially damaged by fire or other casualty prior to the Closing Date, Buyer shall have the option to:

(a) Proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty; or

(b) Elect to rescind this Agreement by written notice delivered to Seller within five (5) days after Buyer receives notice of the casualty, in which Seller and Buyer shall have no further obligation hereunder, and if Buyer does not timely elect, Buyer shall be deemed to agree to proceed to close under **subsection (a)**, above.

7. Certain Representations.

(a) Seller represents and warrants to Buyer that, as of the date of this Agreement and as of the Closing Date:

(i) Seller is duly organized, validly existing and in good standing under the laws of the state of its origin. Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the individual of Seller who executes and delivers this Agreement and all documents to Buyer hereunder is and shall be duly authorized to do so.

(ii) Seller has the capacity and is qualified to consummate the transactions contemplated by this Agreement.

(iii) This Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

(iv) This Agreement has been duly and validly executed and delivered by Seller, and the execution and delivery of this Agreement by Seller, and the consummation of the transactions contemplated hereby, will not: (A) result in any breach of any of the terms or conditions of or constitute a default under any mortgage, note, bond, indenture, agreement, license or other instrument or obligation to which Seller is now a party or by which the Real Property may be bound or affected or (B) violate any order, writ, injunction or decree of any court, judicial or administrative agency or other governmental authority.

(v) At the time of the Closing, Seller will hold and own with full right to transfer to Buyer as herein contemplated, fee title to the Real Property, free of any claims, liens, security interests, encumbrances, mortgages or other rights or equities of third parties whatsoever other than with respect to Permitted Exceptions.

(vi) Except as set forth in Schedule 7(a)(vi), there are no actions, suits, claims, proceedings or causes of action which are pending or have been threatened or asserted against, or are affecting, Seller or the Real Property or any part thereof in any court or before any arbitrator, board or governmental or administrative agency or other person or entity which might have an adverse effect on the Real Property or any portion thereof from and after the date hereof.

(vii) Except as set forth in Schedule 7(a)(vii), there are not any federal, state, local or foreign tax liens upon the Real Property.

(viii) Seller has not dealt with any broker, finder or other person, in connection with the offering, sale or negotiation of the sale of the Real Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Real Property.

(ix) All property taxes and special assessments with respect to the Real Property which were due and payable prior to the date hereof have been paid in full;

(x) Except as set forth in Schedule 7(a)(x), Seller has not entered into and is not otherwise aware of any oral or written leases, licenses or other agreements or contracts affecting the Real Property;

(xi) There are no unsatisfied requests for repairs, restorations or improvements regarding the Real Property made by any person, entity or authority, including any lender, insurance carrier or governmental authority;

(xii) BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, OR THE FREEDOM OF THE PROPERTY FROM ANY DEFECTS OR DEFICIENCIES, WHETHER PATENT OR LATENT, WHETHER REDHIBITORY OR NOT; INCLUDING ANY WARRANTY REGARDING THE PROPERTY (INCLUDING BUILDINGS AND IMPROVEMENTS) BEING FIT FOR A PARTICULAR PURPOSE, BUYER HEREBY AGREEING THAT SALE OF THE PROPERTY SHALL BE "AS IS WHERE IS" AND THAT ALL SUCH WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN ARE HEREBY WAIVED. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

(b) Buyer represents and warrants to Seller that, as of the date of this Agreement and as of the Closing Date:

(i) Buyer is duly organized, validly existing and in good standing under the laws of the state of its origin. Buyer has full right, title, authority and capacity to execute and perform this

Agreement and to consummate all of the transactions contemplated herein, and the individual of Buyer who executes and delivers this Agreement and all documents to Seller hereunder is and shall be duly authorized to do so.

(ii) Buyer has the capacity and is qualified to consummate the transactions contemplated by this Agreement.

(iii) This Agreement constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms.

(iv) This Agreement has been duly and validly executed and delivered by Buyer, and the execution and delivery of this Agreement by Buyer, and the consummation of the transactions contemplated hereby, will not: (A) result in any breach of any of the terms or conditions of or constitute a default under any mortgage, note, bond, indenture, agreement, license or other instrument or obligation to which Buyer is now a party or (B) violate any order, writ, injunction or decree of any court, judicial or administrative agency or other governmental authority.

(v) Buyer has sufficient internal funds available to pay the Purchase Price.

8. Buyer's Conditions Precedent. The obligations of Buyer hereunder, including, without limitation, the obligation to close the purchase of the Real Property, are conditioned on the following conditions precedent being in effect or complied with, to the reasonable satisfaction of Buyer, or waived in writing by Buyer on and as of the Closing Date:

(a) **Representations.** All representations and warranties of Seller set forth in **Paragraph 7(a)** above shall be true and correct on the Closing Date to the same extent as if made and given on the Closing Date.

(b) **Actions Against Seller or any of the Real Property.** There shall be no action, suit or other proceeding pending or threatened before any court or governmental agency against Seller or the Real Property which would materially interfere with Seller's ability to carry out Seller's obligations hereunder or which presents a risk of the imposition of any liability on Buyer.

(c) **Deliveries by Seller.** Seller shall have executed and delivered or caused to be executed and delivered to Buyer and/or the Title Company, all documents, instruments and information required to be delivered as herein provided, and Seller shall have materially complied with all of its other obligations under this Agreement, and delivered, and where appropriate executed and delivered to Buyer the following:

(i) The Deed duly executed and acknowledged by Seller;

(ii) A duly executed assignment of lease for each tenant of the Real Property, duly executed by Seller and each tenant; and

(iii) Seller's closing statement for the Real Property;

(iv) Possession of the Real Property;

(v) A certified copy of a resolution of Seller's Managers and Members authorizing the execution, delivery and consummation of this Agreement and the transactions contemplated hereby;

(vi) All keys to the Real Property and possession of the Real Property;

(vii) Copies of all of the leases related to the Real Property all other agreements affecting the Real Property; and

(viii) Any amounts required to be paid or satisfied by Seller pursuant to **Paragraph 10**, below.

If any one or more of the conditions precedent hereinabove set forth shall not be in effect or complied with on the date specified for such condition or on the Closing Date, as the case may be, to the satisfaction of Seller in its sole discretion, Buyer shall have the option of either: (I) waiving compliance with any one or more of said conditions precedent and closing this transaction, or (II) terminating this Agreement, in which event neither party shall have any further obligation to the other hereunder. Buyer may at any time and from time to time, at Buyer's election, waive any one or more of the foregoing conditions precedent, but any such waiver shall be effective only if contained in a writing signed by Buyer.

9. Seller's Conditions Precedent. The obligations of Seller hereunder, including, without limitation, the obligation to close the sale of the Real Property, are conditioned on the following conditions precedent being in effect or complied with, to the reasonable satisfaction of Seller, or waived in writing by Seller on and as of the Closing Date:

(a) **Representations.** All representations and warranties of Buyer set forth in **Section 7(b)** above shall be true and correct on the Closing Date to the same extent as if made and given on the Closing Date.

(b) **Closing of Asset Purchase Agreement.** The parties to the Asset Purchase Agreement by and among Eric Moraczewski, in his capacity as the court-appointed general receiver of CannaVer, LLC in Case No. 22SL-CC03247 pending in the Circuit Court of St. Louis County, and [CANNAVER BUYER NAME] ("**Asset Purchase Agreement**") shall have closed, or shall close contemporaneously with the Closing, on the transactions contemplated by the Asset Purchase Agreement.

(c) **Deliveries by Buyer.** Buyer shall have executed and delivered or caused to be executed and delivered to Seller, all documents, instruments and information required to be delivered as herein provided, and Buyer shall have materially complied with all of its other obligations under this Agreement, and delivered, and where appropriate delivered and, if appropriate, executed, to Seller the following:

(i) The Purchase Price;

(ii) A certified copy of a resolution of Buyer's [Stockholders and Board of Directors/Members and Managers] authorizing the execution, delivery and consummation of this Agreement and the transactions contemplated hereby; and

(iii) Such other documents, assignments or instruments as may be required by Seller to convey the Real Property.

If any one or more of the conditions precedent hereinabove set forth shall not be in effect or complied with on the date specified for such condition or on the Closing Date, as the case may be, to the satisfaction of Seller in its sole discretion, Seller shall have the option of either: (A) waiving compliance with any one or more of said conditions precedent and closing this transaction, or (B) terminating this Agreement, in which event neither party shall have any further obligation to the other hereunder. Seller may at any time and from time to time, at Seller's election, waive any one or more of the foregoing conditions precedent, but any such waiver shall be effective only if contained in a writing signed by Seller.

10. Taxes and Assessments; Utilities. General and real property taxes and special assessments imposed on the Real Property shall be remitted to the collecting authorities by Seller if the same are due and payable on or before the Closing Date, and by Buyer if due and payable thereafter; provided, however, that Seller bears responsibility for that proportion of all taxes and assessments that the number of days in the calendar year in which the Closing occurs up to the Closing Date bears to 365, and such amount shall be paid at Closing by Seller. The total amount of taxes and assessments payable for the tax period immediately preceding the Closing shall be used for purposes of such calculation. Seller shall bear responsibility for and shall pay all utility costs incurred with respect to the Real Property for periods prior to the Closing Date. In the event the precise figures necessary for any of the adjustments described in this Section are not available at the time of determination, the adjustments shall be made upon the basis of the parties' good faith estimate thereof based upon the most recent bills therefor.

11. Indemnification by Seller. Seller agrees to indemnify and defend Buyer, and hold it harmless, from and against any claim, liability, demand, damage, loss or cost (including attorneys' fees) arising out of or from any misrepresentation, breach of warranty or other breach of, or default under, any provision of this Agreement by Seller.

12. Indemnification by Buyer. Buyer agrees to indemnify and defend Seller, and hold Seller harmless, from and against any claim, liability, demand, damage, loss or cost (including attorneys' fees) arising out of or from: (a) Buyer's ownership or use of the Real Property, or any payment or performance obligation of Buyer in connection therewith, after the Closing Date; or (b) any misrepresentation, breach of warranty or other breach of, or default under, any provision of this Agreement by Buyer.

13. Costs of the Parties.

(a) **Buyer's Costs.** Buyer shall pay the costs of: (i) recording all instruments to be recorded in connection with the transaction contemplated by this Agreement, except any recording costs required to discharge any existing mortgage, lien, deed of trust or other encumbrance, if any, on the Real Property, (ii) any inspection, investigation or report obtained by Buyer hereunder, and (iii) the Title Policy.

(b) **Seller's Costs.** Seller shall pay the costs of: (i) discharging any existing mortgage, deed of trust or other encumbrance, if any, on the Real Property, and (ii) recording all instruments in connection therewith.

14. Brokerage. Each party represents and warrants to the other that such party has not dealt with any agent, broker or finder in connection with this transaction and agrees to indemnify and hold harmless the other from and against all claims, liabilities and expense (including court costs and reasonable attorneys' fees) incurred as a result of a breach of this representation.

15. Remedies. If a party breaches this Agreement and does not cure such breach within ten (10) days after written notice thereof by the non-breaching party, then this Agreement shall terminate and the non-breaching party may utilize any and all rights and remedies at law and equity, including seeking specific performance and/or damages. All rights, privileges and remedies afforded the parties by this Agreement shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein, except as limited in this Agreement.

16. Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

17. Notices. Any notice, consent, demand, offer, acceptance or other communication required or permitted under this Agreement will be made in writing and will be deemed to have been duly given if: (a) sent by personal delivery, which will be deemed given upon confirmation of receipt; (b) mailed by first class registered or certified mail, return receipt requested, postage prepaid, which will be deemed delivered three days after the date received for delivery by the United States Postal Service, whether or not accepted by the addressee; (c) sent by nationally recognized next-day delivery courier that guarantees delivery within 24 hours, charges prepaid, which will be deemed delivered one day after delivery to said courier; or (d) by electronic mail, which will be deemed delivered on the date sent, addressed to the receiving Party at the address set forth below:

(a) If to Seller:

with copy to:

(b) If to Buyer:

with copy to:

or to such other address as either may from time to time designate by notice to the other party.

18. Time. Time is of the essence of this Agreement.

19. Business Day. If any day on which any notice must be sent or on which any time period described herein commences or ends is not a business day, then such day will be deemed for all purposes of this Agreement to fall on the next succeeding business day.

20. Assignment. No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

21. Survival of Covenants and Agreements. All covenants, agreements, representations and warranties contained herein shall survive the Closing Date and delivery of the Deed.

22. Modification. Any alteration, change or modification hereof, in order to become effective, shall be made by written instrument or endorsed hereon and, in each such instance, executed on behalf of each party hereto, as aforesaid.

23. Governing Law; Venue; Attorney's Fees. This Agreement shall be interpreted and governed by the laws of Missouri without giving effect to any choice of law or conflict of law rule or principle that would cause application of the law of a jurisdiction other than the State of Missouri. The parties agree that the exclusive jurisdiction and venue for any litigation in any way arising out of or related to this Agreement shall be either the Circuit Court of the County of St. Louis, State of Missouri or the United States District Court for the Eastern District of Missouri. The parties hereby consent to the personal jurisdiction and venue of such courts and waive any objection that such venue is inconvenient or improper. In the event of any litigation between or among any parties arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees and litigation costs from the other party or parties, as appropriate.

24. Partial Invalidity. If any provisions of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Entire Agreement. This Agreement contains the entire agreement with respect to the transactions contemplated herein and therein, and this Agreement supersedes all letters of intent, there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same.

26. Headings. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

27. Counterpart; Email or Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by email, facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any email, facsimile or telecopy document is to be re-executed in original form by the parties who executed the email, facsimile or telecopy document. No party may raise the use of email, a facsimile machine or a telecopier or the fact that any signature was transmitted through the use of email, a facsimile or a telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

Seller:

Seller:

Guarantor Real Estate Holding Company, LLC

By: _____

Name: _____

Title: _____

Buyer:

By: _____

Name:

Title:

[Signature Page to Real Estate Purchase Agreement]