

1 **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN**
2 **INTERGOVERNMENTAL COOPERATION PROJECT AGREEMENT**
3 **BETWEEN THE CITY, THE PARKING COMMISSION OF THE CITY**
4 **OF ST. LOUIS, AND THE HAMPTON BERTHOLD TRANSPORTATION**
5 **DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION OF AN**
6 **INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE**
7 **HAMPTON BERTHOLD COMMUNITY IMPROVEMENT DISTRICT**
8 **PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENTS;**
9 **MAKING CERTAIN FINDINGS WITH RESPECT THERETO;**
10 **AUTHORIZING CERTAIN OTHER ACTIONS OF CITY OFFICIALS;**
11 **AND CONTAINING A SEVERABILITY CLAUSE.**

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

15 WHEREAS, pursuant to Mo. Rev. Stat. §§238.200 to 238.280 (the “TDD Act”), that
16 certain Petition for the Creation of a Transportation Development District, was filed in the
17 Circuit Court of the City (“TDD Petition”) on November 7, 2013 for the creation of the Hampton
18 Berthold Transportation Development District (the “TDD”) and for the purpose of generating
19 revenue to fund or assist in funding the “Transportation Project” described in the TDD Petition;
20 and

21 WHEREAS the Circuit Court of the City of St. Louis approved creation of the TDD on
22 February 28, 2014

1 WHEREAS, the TDD intends to undertake that certain “Transportation Project” as
2 described and defined in the TDD Petition, which Transportation Project will provide a benefit to
3 the City by increasing the available supply of public parking and public access to the parcel
4 described in the TDD Petition; and

5 WHEREAS, the Parking Commission of the City of St. Louis constitutes the “local
6 transportation authority” under the TDD Act for the purposes of the Transportation Project, and
7 as no portion of the proposed project has been or is intended to be merged into the State
8 highways and transportation system under the jurisdiction of the Missouri Highway
9 Transportation Commission, approval of the Transportation Project is vested exclusively with the
10 Parking Commission; and

11 WHEREAS, the TDD Act provides that prior to construction or funding of a proposed
12 project, such project shall be submitted to the local transportation authority for its prior approval,
13 subject to any required revisions of such project, and the district and local transportation
14 authority in question entering into a mutually satisfactory agreement regarding the development
15 and future maintenance of the Transportation Project; and

16 WHEREAS, the Parking Commission hereby desires and intends to approve the
17 Transportation Project, subject to the TDD and the Parking Commission entering into a mutually
18 satisfactory agreement regarding the development and future maintenance of the Transportation
19 Project; and

20 WHEREAS, the City intends to enter into that certain Transportation Project Agreement
21 (the “TDD Agreement”), in the form attached hereto as Exhibit A and incorporated herein by
22 reference, with the TDD and the Parking Commission, as a mutually satisfactory agreement
23 regarding the development and future maintenance of the Transportation Project; and

1 WHEREAS, the TDD Act provides that, within six months after development and initial
2 maintenance costs of a project have been paid, the district shall transfer control and ownership of
3 the project in question to the local transportation authority pursuant to contract; and

4 WHEREAS, the TDD intends to transfer and the Parking Commission intends to accept
5 such control and ownership pursuant to and on the terms set forth in the TDD Agreement; and

6 WHEREAS, the Board of Aldermen hereby determines that the terms of the TDD
7 Agreement are acceptable and that the execution thereof, and delivery and performance by the
8 City, the Parking Commission and the TDD of their respective obligations therein are in the best
9 interests of the City and the health, safety, morals and welfare of its residents; and

10 WHEREAS, Mo. Rev. Stat. 67.1400 et seq. (the "CID Act") authorized property owners
11 with the approval of the City of St. Louis to establish Community Improvement Districts; and

12 WHEREAS, the property owners filed a petition with the City of St. Louis signed by the
13 authorized representatives of the owners of more than fifty percent by assessed value and per
14 capita of the property located within the Hampton/Berthold Community Improvement District;
15 and

16 WHEREAS, the Register of the City of St. Louis did review and determine that the
17 Petition substantially complied with the CID Act; and

18 WHEREAS, after duly noticed public hearing, the Board of Aldermen approved
19 Ordinance 69605, approved November 6, 2013, establishing the Hampton/Berthold Community
20 Improvement District; and

21 WHEREAS, the CID intends to undertake certain improvements within the District,
22 including, without limitation, construction, reconstruction, installation, repair and maintenance,

1 including meeting facilities, traffic or parking improvements, sidewalks, utilities, streetscape,
2 lighting, storm water and drainage facilities (the “CID Project”) and

3 WHEREAS, the City has approved the use of Tax Increment Financing in the area where
4 the CID exists; and

5 WHEREAS, the City has issued, or will issue, a TIF Note in part for the purpose of
6 financing the CID Project; and

7 WHEREAS, the CID intends to impose a tax of 1% on all retail sales within the District
8 (the “CID Sales Tax”) and desires to pledge a portion of the CID Sales Tax to the repayment of
9 the TIF Note; and

10 WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation
11 Agreement (the “CID Agreement”) in the form attached hereto as Exhibit B and incorporated
12 herein by reference; and

13 WHEREAS, the Board of Aldermen hereby determines that the terms of the CID
14 Agreement are acceptable and that the execution thereof, and deliverance and performance by
15 the City and the CID of their respective obligations therein are in the best interests of the City
16 and the health, safety, morale and welfare of its residents; and

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

18 SECTION ONE. The Board of Aldermen hereby approves the Transportation Project as
19 submitted to the City.

20 SECTION TWO. The Board of Aldermen further finds and determines that it is necessary
21 and desirable to enter into the TDD Agreement with the TDD and the Parking Commission in
22 order to implement the Transportation Project, and the CID Agreement with the CID in order to
23 implement the CID Project..

1 SECTION THREE. The Board of Aldermen finds and determines that the Transportation
2 Project is necessary and desirable in order to increase public access to the parcels described in
3 the TDD Petition and increase the supply of available parking in the City.

4 SECTION FOUR. The Board of Aldermen hereby approves, and the Mayor and
5 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the
6 TDD Agreement by and between the City, the Parking Commission, and the TDD in similar
7 form to that attached hereto as Exhibit A, and the CID Agreement by and between the City and
8 the CID in similar form to that attached hereto as Exhibit B, and the City Register is hereby
9 authorized and directed to attest to the TDD Agreement and the CID Agreement and to affix the
10 seal of the City thereto. The Agreements shall be in substantially the form attached, with such
11 changes therein as shall be approved by said Mayor and Comptroller executing the same and as
12 may be consistent with the intent of this Ordinance and necessary and appropriate in order to
13 carry out the matters herein authorized.

14 SECTION FIVE. The Mayor and Comptroller of the City or his or her designated
15 representatives are hereby authorized and directed to take any and all actions to execute and
16 deliver for and on behalf of the City any and all additional certificates, documents, agreements or
17 other instruments as may be necessary and appropriate in order to carry out the matters herein
18 authorized, with no such further action of the Board of Aldermen necessary to authorize such
19 action by the Mayor or Comptroller or his or her designated representatives.

20 SECTION SIX. The Mayor and Comptroller or their designated representatives, with the
21 advice and concurrence of the City Counselor and after approval by the Board of Estimate and
22 Apportionment, are hereby further authorized and directed to make any changes to the
23 documents, agreements and instruments approved and authorized by this Ordinance as may be

1 consistent with the intent of this Ordinance and necessary and appropriate in order to carry out
2 the matters herein authorized, with no such further action of the Board of Aldermen necessary to
3 authorize such changes by the Mayor or Comptroller or their designated representatives.

4 SECTION SEVEN. If any section, subsection, sentence, clause, phrase or portion of this
5 ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of
6 competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,
7 distinct and independent provision of this ordinance, and such holding or holdings shall not
8 affect the validity of the remaining portions of this ordinance.

EXHIBIT A – TDD AGREEMENT

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF ST. LOUIS, MISSOURI,

and

THE HAMPTON BERTHOLD TRANSPORTATION DEVELOPMENT DISTRICT

and

THE PARKING COMISSION OF THE CITY OF ST. LOUIS

Dated as of: _____, 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2015 by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, **THE PARKING COMMISSION OF THE CITY OF ST. LOUIS**, and **THE HAMPTON BERTHOLD TRANSPORTATION DEVELOPMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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;

WHEREAS, the Parking Commission of the City of St. Louis, pursuant to Section 82.470 RSMo. is vested with responsibility for public parking in the City of St. Louis, and as such is the local transportation authority for projects constructing public parking or containing components of public parking in the City of St. Louis;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Transportation Development District Act, Sections 238.200 to 238.280, Revised Statutes of Missouri, (the "TDD Act"), authorizes the creation of a transportation development district to fund, promote, plan, design, construct, improve, maintain and operate certain transportation projects, as provided for by the TDD Act;

WHEREAS, on August 23, 2012 developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of a certain transportation project, as that term is defined in the "TDD Act", that is to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on October 30, 2012 following a public hearing on the same date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Hampton Berthold Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on January 30, 2013, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69379 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment

allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69379 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, the property owners in the vicinity of Hampton Berthold filed a petition for the formation of the transportation development district (the “TDD Petition”) with the City of St. Louis, Missouri;

WHEREAS, the TDD Petition identified the creation of public parking, improvements to adjacent streets and traffic signalization as projects authorized to be undertaken by the District (the “TDD Projects”);

WHEREAS, the District intends to impose a transportation development district sales tax at a rate of one percent (1%) (the “TDD Sales Tax”) pursuant to the TDD Act for the purpose of providing funds to finance the costs of the TDD Projects or to pay Debt Service on TIF Obligations issued by the City;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the TDD Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the TDD Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept and deposit the proceeds of the TDD Sales Tax into the TDD Account within the Hampton Berthold Special Allocation Fund, applying same to the TIF Obligation issued by the City; and

WHEREAS, this Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District’s revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.

1.01 Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

“*Agreement*” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“*Approving Ordinance*” means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, authorizing the Redevelopment Agreement.

“*Available TDD Revenue*” means all proceeds of the TDD Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the TDD Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the TDD Administrative Costs.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri.

“*Collection Fee*” means an amount charged by the Missouri Department of Revenue for the collection of the TDD Sales Tax.

“*Debt Service*” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the TDD Obligations related to the TDD Projects.

“*District*” or “*TDD*” means The Hampton Berthold Transaction Development District, a political subdivision of the State of Missouri, pursuant to and in accordance with the TDD Act.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance 69490 approved by the City on July 2, 2013 as authorizing the issuance of not to exceed \$2.850 Million Dollars, plus the costs of issuance, in TIF Obligations.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of _____ by and between the City and the developer as authorized by Ordinance 69380, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69380.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, Hampton Berthold Special Allocation Fund created by the Approving Ordinance, and including the accounts and sub-accounts (if any) into which TIF Revenues and TDD Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“*TDD Act*” means the Missouri Transaction Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended.

“*TDD Administrative Costs*” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the TDD Projects.

“*TDD Project Costs*” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the TDD Projects, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of demolition of buildings and the clearing and grading of land; (e) costs of construction; and (f) TDD Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“*TDD Sales Tax*” means the transportation development improvement district sales tax authorized by the TDD Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the TDD Act, this Agreement and the Redevelopment Agreement.

“*TDD Revenues*” means revenues of the TDD created in accordance with the TDD Act.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“*TIF Obligation*” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

1.02 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

1.03 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II. REPRESENTATIONS

2.01 Representations by the District. The District represents as follows:

(a) The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

(b) The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The District has taken all necessary action to approve the TDD Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the TDD Projects, except with respect to the approval of certain matters relating to the use of TDD Sales Tax proceeds for the payment of TDD Administrative Costs and Debt Service on the TIF Obligation, as provided in this Agreement and the Note Ordinance.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

(e) No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the TDD Projects or in the transactions contemplated by this Agreement, except as may be expressly authorized by the TDD Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

(f) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

2.02 Representations by the City. The City represents as follows:

(a) The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

(b) The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The City has taken all necessary action to approve the TDD Projects, subject to the terms of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

(e) No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the TDD Projects or in the transactions contemplated by this Agreement.

(f) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

2.03. Representations of the Parking Commission. The Parking Commission represents as follows:

(a) The Parking Authority is a public corporation created and existing under Section 82.470 RSMo.;

(b) The Parking Authority has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the Commission, the Commission has been duly authorized to execute and deliver this Agreement, acting by and through the Treasurer of the City of St. Louis, in his capacity as Supervisor of Parking.

(c) The Commission has taken all necessary action to approve the TDD Project, subject to the terms of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Parking Commission, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Parking Commission is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the Parking Commission or its property.

(g) (e) No member or employee of the Parking Commission has any significant or conflicting interest, financial or otherwise, in the TDD Projects or in the transactions contemplated by this Agreement.

(h) (f) There is no litigation or proceeding pending or, to the Parking Commission's knowledge, threatened against the Parking Commission affecting the right of the Parking Commission to execute or deliver this Agreement or the ability of the Parking Commission to comply with its obligations under this Agreement.

ARTICLE III.

CONSTRUCTION, MAINTENANCE AND USE OF THE TDD PROJECTS

3.01 Construction of the TDD Projects. The District, the Parking Commission, and the City all hereby acknowledge that the TDD Project is part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the TDD Project may be substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

3.02 Approval of TDD Project. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing the TDD Project. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the TDD Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of funding the TDD Project. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the TDD Project.

3.03 Designation of TDD Projects. The TDD projects will consist of the construction of a structured parking facility open to the public pursuant to an easement, including but not limited to site work, pavement, utilities, lighting, landscaping, and associated storm water facilities, and all associated professional and finance costs, and improvements to adjacent streets and traffic signalization.

ARTICLE IV.

COLLECTION OF TDD SALES TAX

4.01 Creation of Special Allocation Fund. The City has established the TDD Revenue Account in the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available TDD Revenue.

4.02 Collection of TDD Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the TDD Sales Tax from businesses within the district boundaries or to cause said collection by the Missouri Department of Revenue. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, all of the TDD Sales Tax collected on behalf of the District, less the Collection Fee, TDD Administration Costs, and initial costs related to _____ the District. The City, having received the TDD Sales Tax proceeds from the District, shall deposit all Available TDD Revenues into the TDD Revenue Account in the Special Allocation Fund.

4.03 Enforcement of TDD Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect TDD's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of TDD's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any TDD Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such TDD Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each TDD Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of TDD Sales Tax remitted to the District was calculated correctly.

4.04 Access to Sales Tax Records. The District shall keep accurate records of the amount of TDD Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the TDD Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the TDD Sales Tax.

4.05 Segregation and Investment of TDD Sales Tax Revenues. Available TDD Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City.

4.06 Use of TDD Sales Tax Revenues. Beginning in the first month following the effective date of the TDD Sales Tax and continuing each month thereafter until the expiration or repeal of the TDD Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all TDD Revenue collected by the District in the previous month less the Collection Fee and TDD Administrative Costs. The City shall (i) first, deposit that portion of TDD Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; (ii) second, deposit all remaining Available TDD Revenue into the TDD Revenue Account of the Special Allocation Fund. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available TDD Revenue on deposit in the Special Allocation Fund shall be applied solely to pay Debt Service on the portion of the TIF Obligations related to the TDD Projects.

4.07 Repeal of TDD Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the TDD Projects.

**ARTICLE V.
TDD PROJECT FINANCING**

5.01 Financing of the TDD Projects. The parties acknowledge and agree that the City has agreed to issue a TIF Note, in part for the purpose of financing the construction of the TDD Projects. Subject to the requirements of the TDD Act, subject to annual appropriation, and in consideration of the City's financing of the construction of the TDD Projects as part of its financing of the Redevelopment Project, Available TDD Revenues shall be pledged to repayment of TIF Obligations in accordance with the Note Ordinance. The District agrees to deposit for the term of this Agreement all Available TDD Revenues in the TDD Revenue Account of the Special Allocation Fund as required by the TDD Act, the Redevelopment Agreement and this Agreement. The TDD's obligations under this Section shall be the exclusive responsibility of the TDD payable solely out of the TDD's funds and property as provided in the unrevised TDD Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The TDD shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations as provided for in this Section.. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the TDD Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

5.02 Application of TDD Revenues. Subject to the limits provided in **Article IV** of this Agreement, the District hereby agrees to appropriate all Available TDD Revenues that shall be from time to time deposited in the TDD Revenue Account of the Special Allocation Fund, which shall be applied solely to the payment of Debt Service on that portion of the TIF Obligations related to the TDD Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the TDD Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

5.03 Covenant to Request Annual Appropriation. The officer of the District at any time charged with the responsibility of formulating budget proposals shall include in the budget proposal submitted to the District for each fiscal year that the TIF Obligations are outstanding a request for an appropriation of Available TDD Revenues for application to the payment of TDD Administrative Costs and TIF Obligations in accordance with this Agreement. If, within 30 days after the end of the District's fiscal year, the District's Board of Directors fails to adopt a budget, the parties agree that the District shall be deemed to have adopted a budget that provides for application of the Available TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

5.04 TDD Sales Tax. A TDD Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the TDD Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. All Available TDD Revenues shall be deposited into the TDD Revenue Account of the Special Allocation Fund established in accordance with the TDD Act, this Agreement and the Redevelopment Agreement. The District

shall not repeal or amend the TDD Sales Tax except in accordance with **Section 4.7** of this Agreement.

5.05 No Other Liabilities or Debt. Except for TDD Administrative Costs and the Collection Fee relating to collection of the TDD Sales Tax, which fee shall not exceed that established by the Missouri Department of Revenue, the District shall not incur any liabilities or debt or issue any obligations except as provided in the Redevelopment Agreement.

ARTICLE VI. GENERAL PROVISIONS

6.01 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.02 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

6.03 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If to the District:

Hampton/Berthold Transaction Development District
c/o Tri-Star Imports, Inc.
1048 Hampton Avenue
St. Louis, MO 63110
Attention: Thomas P. Hennekes

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: William J. Kuehling, Esq.

If to Parking Commission:

Treasurer – City of St. Louis
133 S. 11th Street, Suite 510
St. Louis, MO 63102
Attention: Treasurer

If to the City:

City of St. Louis
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

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

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

6.04 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

6.05 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

6.06 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.07 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.08 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.09 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local transportation development authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

**ARTICLE VII.
MISCELLANEOUS**

7.01 Mutual Release. Neither the City, The Parking Commission nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City, The Parking Commission or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City, The Parking Commission and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, The Parking Commission and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City, The Parking Commission or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

7.02 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

7.03 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City's advisor to the District's Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

7.04 Additional Covenants of the District. The District shall maintain its existence until all TIF Obligations have been paid in full, at which time the District shall dissolve and the TDD Sales Tax shall no longer be levied. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times. The District shall not exercise any powers or undertake any action authorized under the TDD Act.

**ARTICLE VIII.
TERM**

8.01 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the earlier of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the TDD Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

“DISTRICT”:

**HAMPTON BERTHOLD
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

_____, Secretary

**PARKING COMMISSION OF THE CITY
OF ST. LOUIS**

By: _____
Name: _____
Title: _____

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

On this ____ day of _____2015, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the Executive Director of the Hampton Berthold Transaction Development District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Transaction Development District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name:_____

(Seal)

My commission expires:_____

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

On this ____ day of _____, 2015, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires:

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

On this ____ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires:

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

On this ____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the Treasurer of the City of St. Louis, Missouri, a political subdivision of the State of Missouri, and said instrument was signed on behalf of said Parking Commission, and said individual acknowledged said instrument to be the free act and deed of said Parking Commission.

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 TO TDD AGREEMENT
FORM OF TDD SALES TAX COLLECTION REPORT

EXHIBIT B - CID AGREEMENT

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF ST. LOUIS, MISSOURI,

and

THE NORTH BROADWAY CARRIE COMMUNITY IMPROVEMENT DISTRICT

Dated as of: _____, 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2015, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE HAMPTON/BERTHOLD COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on August 23, 2012, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on October 30, 2012 following a public hearing on the same date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Hampton Berthold Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on January 30, 2013, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69379 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69380 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on _____, the property owners in the vicinity of Hampton/Berthold filed a petition for the formation of the community improvement district (the “CID Petition”) with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain projects authorized to be undertaken by the District (the “CID Projects”);

WHEREAS, on November 6, 2013, the City approved Ordinance No. 69605, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District has imposed a community improvement district sales tax at a rate of one percent (1%) (the “CID Sales Tax”) pursuant to the CID Act for a period not to exceed twenty years, for the purpose of providing funds to finance the costs of the CID Projects or to pay Debt Service on TIF Obligations issued by the City;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the CID Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the CID Projects, will remit to the City the proceeds of the CID Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept and deposit the proceeds of the CID Sales Tax into the CID Account within the Hampton Berthold Special Allocation Fund, applying same to the TIF Obligation issued by the City; and

WHEREAS, this Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District’s revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE IX.

9.01 Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

“*Agreement*” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“*Approving Ordinance*” means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 69380, as may be amended, adopted by the City on January 30, 2013, authorizing the Redevelopment Agreement.

“*Available CID Revenue*” means all proceeds of the CID Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the CID Administrative Costs.

“*CID Act*” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“*CID Administrative Costs*” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Projects.

“*CID Project Costs*” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Projects, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of demolition of buildings and the clearing and grading of land; (e) costs of construction; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“*CID Sales Tax*” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“*CID Revenues*” means revenues of the CID created in accordance with the CID Act.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“*Collection Fee*” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax.

“*Debt Service*” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Projects.

“*District*” or “*CID*” means The Hampton Berthold Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 68966, pursuant to and in accordance with the CID Act.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance 69490 approved by the City on July 2, 2013 as and authorizing the issuance of not to exceed \$2.850 Million Dollars, plus the costs of issuance, in TIF Obligations.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of November 1, 2011 by and between the City and the developer as authorized by Ordinance 68878, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69380.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, Hampton Berthold Special Allocation Fund created by the Approving Ordinance, and including the accounts and sub-accounts (if any) into which TIF Revenues and CID Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“*TIF Obligation*” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

9.02 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

9.03 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE X.
REPRESENTATIONS

10.01 Representations by the District. The District represents as follows:

(a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

(b) The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The District has taken all necessary action to approve the CID Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the CID Projects, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds for the payment of CID Administrative Costs and Debt Service on the TIF Obligation, as provided in this Agreement and the Note Ordinance.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

(e) No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Projects or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

(f) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

10.02 Representations by the City. The City represents as follows:

(a) The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

(b) The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been

duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) The City has taken all necessary action to approve the CID Projects, subject to the terms of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

(e) No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Projects or in the transactions contemplated by this Agreement.

(f) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE XI.

CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECTS

11.01 Construction of the CID Project. The District and the City both hereby acknowledge that the CID Projects are a part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the CID Projects is substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

11.02 Approval of CID Projects. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing the CID Projects. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of funding the CID Projects. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Projects.

11.03 Designation of CID Projects. CID Projects shall be those items collectively referred to as the Project in the CID Petition.

ARTICLE XII.
COLLECTION OF CID SALES TAX

12.01 Creation of Special Allocation Fund. The City has established the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available CID Revenue.

12.02 Collection of CID Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, all of the CID Sales Tax collected on behalf of the District, less the Collection Fee and CID Administrative Costs. The City, having received the CID Sales Tax proceeds from the District, shall deposit all Available CID Revenues into the Special Allocation Fund.

12.03 Enforcement of CID Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

12.04 Access to Sales Tax Records. The District shall keep accurate records of the amount of CID Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

12.05 Segregation and Investment of CID Sales Tax Revenues. Available CID Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City.

12.06 Use of CID Sales Tax Revenues. Beginning in the first month following the effective date of the CID Sales Tax and continuing each month thereafter until the expiration or repeal of the CID Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all CID Revenue collected by the District in the previous month less the Collection Fee. The City shall (i) first, deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; and (ii) second, deposit all remaining Available CID Revenue into the Special Allocation Fund. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available CID Revenue on deposit in the Special Allocation Fund shall be applied solely to pay Debt Service on the portion of the TIF Obligations related to the CID Projects.

12.07 Repeal of CID Sales Tax. So long as any TIF Obligations are outstanding, but in no event longer than twenty (20) years, the District shall not repeal or reduce the CID Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the CID Projects.

ARTICLE XIII. **CID PROJECT FINANCING**

13.01 Financing of the CID Projects. The parties acknowledge and agree that the City has issued a TIF Note, in part for the purpose of financing the construction of the CID Projects. Subject to the requirements of the CID Act, subject to annual appropriation, and in consideration of the City's financing of the construction of the CID Projects as part of its financing of the Redevelopment Project, Available CID Revenues shall be pledged to repayment of TIF Obligations. The District agrees to deposit for the term of this Agreement all Available CID Revenues in the Special Allocation Fund as required by the CID Act, the Redevelopment Agreement and this Agreement. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The CID shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations as provided for in this Section.. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

13.02 Application of CID Revenues. Subject to the limits provided in **Article IV** of this Agreement, the District hereby agrees to appropriate all Available CID Revenues that shall be from time to time deposited in the Special Allocation Fund, which shall be applied solely to the payment of Debt Service on that portion of the TIF Obligations related to the CID Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the CID Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the

State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

13.03 Covenant to Request Annual Appropriation. The officer of the District at any time charged with the responsibility of formulating budget proposals shall include in the budget proposal submitted to the District for each fiscal year that the TIF Obligations are outstanding a request for an appropriation of Available CID Revenues for application to the payment of CID Administrative Costs and TIF Obligations in accordance with this Agreement. If, within 30 days after the end of the District's fiscal year, the District's Board of Directors fails to adopt a budget, the parties agree that the District shall be deemed to have adopted a budget that provides for application of the Available CID Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

13.04 CID Sales Tax. A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. All Available CID Revenues shall be deposited into the Special Allocation Fund established in accordance with the CID Act, this Agreement and the Redevelopment Agreement. The District shall not repeal or amend the CID Sales Tax except in accordance with **Section 4.7** of this Agreement.

13.05 No Other Liabilities or Debt. Except for CID Administrative Costs and the Collection Fee relating to collection of the CID Sales Tax, which fee shall not exceed that established by the Missouri Department of Revenue, the District shall not incur any liabilities or debt or issue any obligations except as provided in the Redevelopment Agreement.

ARTICLE XIV. GENERAL PROVISIONS

14.01 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

14.02 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

14.03 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

Hampton Berthold Community Improvement District
c/o Tri-Star Imports, Inc.
1048 Hampton Ave.
St. Louis, MO 63110
Attention: Thomas P. Hennekes

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: William J. Kuehling, Esq.

If to the City:

City of St. Louis
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

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

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

14.04 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

14.05 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

14.06 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

14.07 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

14.08 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

14.09 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

**ARTICLE XV.
MISCELLANEOUS**

15.01 Mutual Release. Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

15.02 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

15.03 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City's advisor to the District's Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

15.04 Additional Covenants of the District. The District shall maintain its existence until all TIF Obligations have been paid in full, at which time the District shall dissolve and the CID Sales Tax shall no longer be levied. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times. The District shall not exercise any powers or undertake any action authorized under the CID Act.

**ARTICLE XVI.
TERM**

16.01 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the earlier of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

“DISTRICT”:

**HAMPTON/BERTHOLD COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

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

On this _____ day of _____2015, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the Hampton Berthold Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Community Improvement District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name:_____

(Seal)

My commission expires:_____

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

On this ____ day of _____, 2015, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires:

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

On this ____ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires:

EXHIBIT A TO CID AGREEMENT
FORM OF CID SALES TAX COLLECTION REPORT