

Summary
Board Bill Number 215
Primary Sponsor: Alderman Jesse Todd
January 8, 2021

Purpose	<ul style="list-style-type: none"> The purpose of the bills is to authorize and approve tax increment financing for the Kingsway Commercial Redevelopment Area
Proposed Action	<ul style="list-style-type: none"> <u>BB 214</u>: Designates portion of the City as Kingsway Commercial Redevelopment Area and adopts and approves TIF and Redevelopment Plan for the new construction, rehabilitation and renovation of mixed-use buildings containing office, retail, restaurant, institutional, arts/entertainment, medical and multi-family residential uses. <u>BB215</u>: Authorizes the Redevelopment Agreement with Developer in order to implement the Project (being comprised of five Sub-Projects) and enable Developer to carry out the Redevelopment Plan. <u>BB 216</u>: Authorizes the financing of a portion of the redevelopment costs of the Project utilizing TIF and authorizing the issuance of revenue notes not to exceed \$6.9 million.
Main Components	<ul style="list-style-type: none"> The Developer Kingsway Development, LLC. The Project consists of parts of city blocks 3760, 3762-S, 3763-S, 3764-S, 3765-S, 3879-N, 4556 and 4575. Property consists of a combination of vacant land, vacant buildings, a church, several existing commercial uses ranging from an autobody repair facility to a liquor store, the LaunchCode training center and a multi-family residential facility. Project is within the proposed Kingsway Commercial Redevelopment Area. Project would be eligible for a TIF not to exceed \$6.9 million. Proposed Project consists of five Sub-Projects which include the renovation of approximately 28.34 acres and is currently comprised of fifty-five (55) parcels to be used for mixed-use buildings containing office, retail, restaurant, institutional, arts/entertainment, medical and multi-family residential uses. Total Project costs of approximately \$78.8 million.
Impact on the Community	<ul style="list-style-type: none"> Development of a prominent blighted area of the City. Attract commercial, office, hospitality and retail uses as well as market-rate rental apartments. Encourage density and 18-hour activity. Make the Redevelopment Area a safer, more vibrant area of the City.

BOARD BILL NUMBER 215 INTRODUCED BY: ALDERMAN JESSE TODD

1 An Ordinance authorizing the execution of a redevelopment agreement between The City
2 of St. Louis, Missouri and Kingsway Development, LLC; prescribing the form and details of said
3 agreement; authorizing other related actions in connection with such agreement; and containing a
4 severability clause.

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

8 **WHEREAS**, pursuant to the Real Property Tax Increment Allocation Redevelopment Act,
9 Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2016), as amended (the “Act”
10 or “TIF Act”), and after due consideration of the TIF Commission’s recommendations, the Board
11 of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ Board Bill No.
12 _____ on _____, 2021, which Ordinance: (i) adopted and approved a redevelopment
13 plan entitled the “Kingsway Commercial Redevelopment Area TIF Redevelopment Plan” dated
14 December 11, 2020 (the “Redevelopment Plan”), (ii) designated the Redevelopment Area (as
15 described in the Redevelopment Plan) as a “redevelopment area” as that term is defined in the TIF
16 Act (the “Redevelopment Area”), (iii) adopted and approved the Redevelopment Project described
17 in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the
18 Redevelopment Area, (v) established the City of St. Louis, Missouri “Kingsway Commercial TIF
19 Special Allocation Fund,” and (vi) made certain findings with respect thereto, all as set forth in
20 such Ordinance and in accordance with the requirements of the Act; and

21 **WHEREAS**, the Redevelopment Plan proposes the new construction, rehabilitation and
22 renovation of the existing buildings in the Redevelopment Area containing a mix of office,
23 commercial and residential uses, as set forth in the Redevelopment Plan (the “Redevelopment

1 Project,” or “TIF Project”) through the completion of five Sub-Projects (as such term is defined in
2 the Redevelopment Agreement; and

3 **WHEREAS**, the Redevelopment Project will provide for the promotion of the general
4 welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment
5 Plan, which redevelopment includes, but is not limited to assistance in the physical, economic, and
6 social development of the City, providing for a plan for the optimal growth of the City,
7 encouragement of a sense of community identity, safety and civic pride, and the elimination of
8 impediments to development in the City; and

9 **WHEREAS**, it is necessary and desirable and in the best interest of the City to enter into
10 an agreement with Kingsway Development, LLC, a Missouri limited liability company (the
11 “Developer”), in substantially the form of **Exhibit A** attached hereto and incorporated herein by
12 reference (the “Redevelopment Agreement”) in connection with the implementation of the
13 Redevelopment Plan and the construction of the Redevelopment Project; and

14 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the
15 Redevelopment Agreement are acceptable and that the execution, delivery and performance by the
16 City and the Developer of their respective obligations under the Redevelopment Agreement are in
17 the best interests of the City and the health, safety, morals and welfare of its residents, and in
18 accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

20 **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and
21 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the
22 Redevelopment Agreement by and between the City and the Developer in substantially the form
23 attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to

1 the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment
2 Agreement shall be in substantially the form attached, with such changes therein as shall be
3 approved by said Mayor and Comptroller executing the same and as may be consistent with the
4 intent of this Ordinance and necessary and appropriate to carry out the matters herein authorized.

5 **SECTION TWO.** The Mayor and Comptroller of the City or their designated
6 representatives are hereby authorized and directed to take any and all actions to execute and deliver
7 for and on behalf of the City any and all additional certificates, documents, agreements or other
8 instruments as may be necessary and appropriate in order to carry out the matters herein authorized,
9 with no such further action of the Board of Aldermen necessary to authorize such action by the
10 Mayor and the Comptroller or their designated representatives.

11 **SECTION THREE.** The Mayor and the Comptroller or their designated representatives,
12 with the advice and concurrence of the City Counselor and after approval by the Board of Estimate
13 and Apportionment, are hereby further authorized and directed to make any changes to the
14 documents, agreements and instruments approved and authorized by this Ordinance as may be
15 consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the
16 matters herein authorized, with no such further action of the Board of Aldermen necessary to
17 authorize such changes by the Mayor and the Comptroller or their designated representatives.

18 **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen that
19 each and every part, section and subsection of this Ordinance shall be separate and severable from
20 each and every other part, section and subsection hereof and that the Board of Aldermen intends
21 to adopt each said part, section and subsection separately and independently of any other part,
22 section and subsection. If any part, section or subsection of this Ordinance shall be determined to
23 be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall

1 be and remain in full force and effect, unless the court making such finding shall determine that
2 the valid portions standing alone are incomplete and are incapable of being executed in accord
3 with the legislative intent.

4 **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this
5 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over
6 her veto; provided that if, within ninety (90) days after the effective date of the Ordinance, the
7 Developer has not (i) executed the Redevelopment Agreement and (ii) paid all fees due to the City
8 and the St. Louis Development Corporation in accordance with the terms of the Redevelopment
9 Agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and
10 all rights conferred by this Ordinance on the Developer shall terminate, provided further, however,
11 that prior to any such termination, the Developer may seek an extension of time in which to execute
12 the Redevelopment Agreement from the Board of Estimate and Apportionment, which extension
13 may be granted in the sole discretion of the Board of Estimate and Apportionment.

EXHIBIT A
KINGSWAY COMMERCIAL REDEVELOPMENT AREA
FORM OF REDEVELOPMENT AGREEMENT

[See attached.]

**Board Bill Number 215
Attachment A**

REDEVELOPMENT AGREEMENT

between

THE CITY OF ST. LOUIS, MISSOURI

And

KINGSWAY DEVELOPMENT, LLC

Dated as of

_____, 2021

KINGSWAY COMMERCIAL REDEVELOPMENT AREA

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F

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2021, by and between **THE CITY OF ST. LOUIS, MISSOURI** (the “*City*”), a city and political subdivision duly incorporated and existing under its charter and the Constitution and laws of the State of Missouri, and **KINGSWAY DEVELOPMENT, LLC** (the “*Developer*”), a limited liability company duly organized and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the “TIF Act”), and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. The City published a notice on _____, 2020 and _____, 2020 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting additional proposals for the redevelopment of the Redevelopment Area (as hereinafter defined), and made such requests for proposals available for potential developers of the Redevelopment Area.

C. In response thereto, the Developer reaffirmed its redevelopment proposal dated September 30, 2020 (as may be amended from time to time, the “*Redevelopment Proposal*”) to the TIF Commission for redevelopment of the Redevelopment Area.

D. On December 9, 2020, following a duly-noticed public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the Board of Aldermen (1) approve the Redevelopment Plan titled the “Kingsway Commercial Redevelopment Area TIF Redevelopment Plan” (as subsequently revised, the “*Redevelopment Plan*”), (2) designate the redevelopment area described in the Redevelopment Plan (the “*Redevelopment Area*”) as a redevelopment area under the TIF Act, (3) approve the redevelopment projects described in the Redevelopment Plan (collectively, the “*Redevelopment Projects*”), and (4) adopt tax increment financing with respect to the Redevelopment Area by passage of an ordinance complying with the terms of the TIF Act.

E. On _____, 2021, after due consideration of the TIF Commission’s recommendations, the Board of Aldermen approved (1) Ordinance No. _____ (Board Bill No. _____) approving the version of the Redevelopment Plan dated as of December 11, 2020, designating the Redevelopment Area, approving the Redevelopment Projects, and adopting tax increment allocation financing within Redevelopment Area, (2) Ordinance No. _____ (Board Bill No. _____) approving this Agreement, and (3) Ordinance No. _____ (Board Bill No. _____) authorizing the issuance of the herein defined TIF Notes.

F. On _____, 2021 the Mayor signed Ordinance Nos. _____, _____ and _____, each having an effective date of _____, 2021.

G. Pursuant to provisions of the TIF Act and Ordinance Nos. _____, _____, and _____, the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs (as defined herein) incurred in furtherance of the Redevelopment Projects, and to pledge TIF Revenues to the payment of the TIF Notes.

H. The City acknowledges and agrees that the Developer is not performing the Work as a direct service to the City. Rather, the City has agreed to issue TIF Notes and pledge TIF Revenues to the payment of the TIF Notes because the City will recognize indirect benefits, as set forth in the Approving Ordinance, which improve and benefit the general welfare of the community as a result of the Developer's completion of the Redevelopment Projects. Consequently, the City has agreed to pay for certain Redevelopment Project Costs as set forth in this Agreement, and in consideration therefor the Developer has agreed to subject itself and the Property to the terms and conditions set forth below.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Acquisition Costs" means the consideration paid by the Developer or its Related Entity to a third party to acquire fee simple interest in the Property.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approved Investors" means (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

"Approving Ordinance" means Ordinance No. _____ (Board Bill No. _____), approving the Redevelopment Plan, designating the Redevelopment Area, approving the Redevelopment Projects, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

“*Authority*” means The Industrial Development Authority of The City of St. Louis, Missouri, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri; or such other entity organized and controlled by the City or SLDC.

“*Authorizing Ordinance*” means Ordinance No. _____ (Board Bill No. ____), authorizing the City to enter into this Agreement with the Developer.

“*Available Revenues*” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTs Account, and (b) subject to annual appropriation, the EATs Account that have been appropriated to the repayment of the TIF Notes, and (c) CID Revenues, but excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“*Best Efforts*” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be documented by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request shall be deemed noncompliance with such obligation and a breach of this Agreement.

“*Board of Aldermen*” means the Board of Aldermen of the City.

“*Bond Counsel*” means Armstrong Teasdale LLP, St. Louis, Missouri, and/or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“*Bond Proceeds*” means the gross cash proceeds from the sale of TIF Bonds before payment of Issuance Costs, together with any interest earned thereon.

“*Certificate of Commencement of Construction*” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of each Sub-Project.

“*Certificate of Reimbursable Redevelopment Project Costs*” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“*Certificate of Substantial Completion*” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement upon completion of each Sub-Project and, upon the City’s acceptance or deemed acceptance thereof, evidencing the Developer’s satisfaction of all

obligations and covenants to complete the particular Sub-Project in accordance with the Redevelopment Plan and this Agreement.

“*CID*” means a community improvement district established or to be established by the Developer with respect to all or a portion of the property within Redevelopment Area and maintained pursuant to the CID Act and **Section 3.9** hereof.

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

“*CID Project*” means any community improvement project within the scope of the Redevelopment Projects and approved by the CID for an area within or benefitting the Redevelopment Area in accordance with the CID Act and constituting a portion of the Work.

“*CID Revenues*” means revenues from the CID Sales Tax generated within the Redevelopment Area and not otherwise subject to tax increment financing by operation of the TIF Act.

“*CID Revenues Account*” means the account created in accordance with this Agreement to receive the CID Revenues.

“*CID Sales Tax*” means the community improvement district sales tax levied by the CID in accordance with the CID Act and this Agreement.

“*City*” means The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“*Comptroller*” means the Comptroller of the City.

“*Construction Plans*” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“*Cooperation Agreement*” means an agreement among the City and the CID, as further described in **Section 3.10** and **Section 3.12**.

“*Developer*” means Kingsway Development, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“*Disclosure Counsel*” means Armstrong Teasdale LLP, St. Louis, Missouri, and/or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to offerings of municipal securities duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“*EATS Account*” means the account within the Special Allocation Fund established by the City and the Finance Officer pursuant to **Section 6.1** hereof.

“*Economic Activity Taxes*” or “*EATs*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

“*Governmental Approvals*” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Projects and consistent with the Redevelopment Plan and this Agreement.

“*Issuance Costs*” means the amount set forth in **Section 2.2** of this Agreement incurred by the City, SLDC or Developer in furtherance of the issuance of TIF Notes plus all costs reasonably incurred by the City or Developer in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, Bond Counsel, SLDC’s Counsel and, in the City’s discretion, Developer’s counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the SLDC, such fees and costs to include, but not be limited to, those described in **Section 2.2(iii)** of this Agreement), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“*Maturity Date*” means _____, 2044, which date is twenty three (23) years after the effective date of the Approving Ordinance.

“*Mayor*” means the Mayor of the City.

“*MBE/WBE Compliance Officer*” means the SLDC Contract Compliance Manager Department of MBE/WBE Certification and Compliance.

“*MBE/WBE Subcontractor’s List*” means the form of City of St. Louis MBE/WBE Subcontractor’s List published by the Board of Public Service of the City, as may be revised from time to time.

“*MBE/WBE Utilization Statement*” means the form of City of St. Louis MBE/WBE Utilization Statement prepared by the Board of Public Service of the City published by the Board of Public Service of the City, as may be revised from time to time.

“*Note Ordinance*” means Ordinance No. _____ (Board Bill No. _____), adopted by the Board of Aldermen and signed by the Mayor authorizing the TIF Note(s) and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

“*Original Purchaser*” means the Developer, a Related Entity, the Project Lender or a Qualified Institutional Buyer; *provided, however*, that any such Related Entity or Project Lender

shall also qualify as an Approved Investor and shall be designated in writing by the Developer as the Original Purchaser.

“*Payments in Lieu of Taxes*” or “*PILOTs*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

“*PILOTS Account*” means the account within the Special Allocation Fund established by the City and the Finance Officer pursuant to **Section 6.1**, into which the City shall promptly deposit all PILOTS.

- 1.
2. “*Post-Completion Funding Sources*” means each of the following sources:
 - 3.
 4. (a) Tax Credits:
 - 5.
 6. (i) the total value of the net proceeds actually received by Developer or a Related Entity from the sale of any transferable tax credits approved for the applicable Sub-Project, based on the amounts approved by the tax credit issuing authority and the purchase prices for such credits set forth in any tax credit purchase agreement; if, pursuant to such purchase agreement, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate; if no tax credit purchase agreement has been executed, then the total value of such proceeds shall be calculated as 84% (or such other market value as may be agreed) of the amount approved by the tax credit issuing authority; and
 - 7.
 8. (ii) the equity and/or loan proceeds available from investor members or partners in the applicable Sub-Project or who will be entitled to receive any non-transferable tax credits approved for the applicable Sub-Project, per the ownership documentation for the applicable property; if, pursuant to such ownership documentation, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate.
 - 9.
 10. The Developer shall substantiate the amount of any tax credits approved for the applicable Sub-Project and the proceeds or equity related thereto by providing to the City documentation from accountants, tax credit authorities and tax credit purchasers or investors.
 - 11.
 12. (b) Sales Proceeds: all net sales proceeds actually derived from the sale of any applicable Sub-Project, which net sales proceeds shall be documented

by copies of the seller's closing statements for such sales.

13.

14. (c) TIF Financing: the maximum amount of TIF financing available to the applicable Sub-Project, as such amount is set forth in **Section 4.1** hereof; and

(d) Value of Income-Producing Space: if the applicable Sub-Project includes any leased space or space intended for lease (such space being the "Income-Producing Space"), the value of such Income-Producing Space, which value shall be calculated by dividing the Stabilized Net Operating Income (as defined below) of such Income-Producing Space by a capitalization rate of nine and one-half percent (9.5%). In addition to the other materials required to be submitted by **Section 4.3** hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in the applicable Sub-Project, together with copies of all leases, letters of intent, and operating expense documentation, if any, related to such Income-Producing Space.

"Project Fund" means the Project Fund created in the Note Ordinance.

"Project Lender" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer or a Related Entity to be used for completion of the Redevelopment Projects and has secured such loan with a mortgage or security interest in any Sub-Project.

"Property" means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements necessary to complete the Redevelopment Projects.

"Qualified Institutional Buyer" means a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"Redevelopment Area" means the Redevelopment Area described in the Redevelopment Plan and on **Exhibit A** attached hereto.

"Redevelopment Plan" means the Kingsway Commercial Redevelopment Area TIF Redevelopment Plan approved by Approving Ordinance, as may be amended from time to time.

"Redevelopment Project Costs" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act with respect to costs incurred in connection with the Redevelopment Projects.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs related to the Redevelopment Projects as described in **Exhibit B**, attached hereto and incorporated herein by reference, for which the Developer is eligible for reimbursement in accordance with this Agreement.

“*Related Entity*” means any party or entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended.

“*Relocation Plan*” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan.

“*SLDC*” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“*Special Allocation Fund*” means the Kingsway Commercial Redevelopment Area Special Allocation Fund, created by the Approving Ordinance in accordance with the TIF Act, into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“*Stabilized Net Operating Income*” shall be calculated as follows:

(a) For any portion of the Income-Producing Space which has actually been leased, the annualized rental income from such space, less annualized actual and/or reasonable operating expenses as determined by the SLDC and reviewed by the Comptroller utilizing GAAP principles (excluding debt service but including capital improvement or tenant improvement reserves);

PLUS

15.

16. (b) For any portion of the Income-Producing Space which is available for lease but has not been leased, the result of the following equation:

(c) the amount of net leaseable square footage multiplied by the average annual rent per square foot of the Income-Producing Space which has been actually leased, taking into account the size, location and amenities associated with such space not yet leased as compared to the space leased (provided, that if no such space has been actually leased, the lease rate(s) used shall be the lease rate(s) specified by the Developer in its submissions to SLDC);

LESS

(d) the amount of net leaseable square footage multiplied by the average annualized actual and/or reasonable operating expenses as determined by the SLDC and reviewed by the Comptroller (excluding debt service) per square foot of the Income-Producing Space.

The City shall incorporate a 7% vacancy rate or the actual vacancy rate, whichever is higher, for all Income-Producing Space.

“Sub-Project” or “Sub-Projects” means Sub-Project 1, Sub-Project 2, Sub-Project 3, Sub-Project 4 and/or Sub-Project 5, collectively or individually, as the context implies.

“Sub-Project 1” means the development of a community arts center and art gallery space located at 4915 Delmar Boulevard in the City.

“Sub-Project 1 Work” means all work necessary to complete or cause the completion of Sub-Project 1, including but not limited to: (1) property acquisition, (2) site preparation and environmental remediation, (3) demolition, (4) construction, reconstruction, renovation and/or rehabilitation of structures and related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities, (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) all other work described in the Redevelopment Proposal, the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement and complete Sub-Project 1.

“Sub-Project 2” means the development of approximately 16,000 commercial, retail, restaurant and office space at 4731 Delmar Boulevard in the City.

“Sub-Project 2 Work” means all work necessary to complete or cause the completion of Sub-Project 2, including but not limited to: (1) property acquisition, (2) site preparation and environmental remediation, (3) demolition, (4) construction, reconstruction, renovation and/or rehabilitation of structures and related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities, (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) all other work described in the Redevelopment Proposal, the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement and complete Sub-Project 2.

“Sub-Project 3” means the development of approximately 10,500 square feet of performing arts, event venue and restaurant space at 4731 Delmar Boulevard in the City.

“Sub-Project 3 Work” means all work necessary to complete or cause the completion of Sub-Project 3, including but not limited to: (1) property acquisition, (2) site preparation and environmental remediation, (3) demolition, (4) construction, reconstruction, renovation and/or rehabilitation of structures and related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities, (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) all other work described in the Redevelopment Proposal, the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement and complete Sub-Project 3.

“Sub-Project 4” means the development of approximately 156 residential apartments, 10,300 square feet of commercial space and an approximately 325 structured parking spaces at 4800 Delmar Boulevard in the City.

“*Sub-Project 4 Work*” means all work necessary to complete or cause the completion of Sub-Project 4, including but not limited to: (1) property acquisition, (2) site preparation and environmental remediation, (3) demolition, (4) construction, reconstruction, renovation and/or rehabilitation of structures and related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities, (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) all other work described in the Redevelopment Proposal, the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement and complete Sub-Project 4.

“*Sub-Project 5*” means the development of approximately 60,000 square feet of medical office space at 709 Taylor Avenue in the City.

“*Sub-Project 5 Work*” means all work necessary to complete or cause the completion of Sub-Project 5, including but not limited to: (1) property acquisition, (2) site preparation and environmental remediation, (3) demolition, (4) construction, reconstruction, renovation and/or rehabilitation of structures and related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities, (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) all other work described in the Redevelopment Proposal, the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement and complete Sub-Project 5.

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

“*TIF Bonds*” means tax increment revenue bonds, if any, authorized and issued by the Authority in accordance with the TIF Act and this Agreement.

“*TIF Commission*” means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

“*TIF Notes*” means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance to evidence the City’s limited obligation to pay for or reimburse Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act and this Agreement.

“*TIF Obligations*” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City or the Authority, as the case may be, pursuant to the TIF Act and in accordance with this Agreement.

“*TIF Revenues*” means: (1) PILOTs, (2) subject to annual appropriation by the City, fifty percent (50%) of EATs (including revenues from CID Sales Tax that are subject to the tax increment financing by operation of the TIF Act).

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

"Verified Total Project Costs" means the sum total of all reasonable or necessary costs incurred, and any such costs incidental to an applicable Sub-Project, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs in connection with the Sub-Project, as limited by the provisions of **Section 4.3**.

"Work" means collectively, the Sub-Project 1 Work, Sub-Project 2 Work, Sub-Project 3 Work, Sub-Project 5 Work and Sub-Project 5 Work.

ARTICLE II. ACCEPTANCE OF PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

2.2 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer's right to abandon the Redevelopment Projects or any Sub-Project and to terminate this Agreement in whole or in part as set forth in **Section 7.1**. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee;

(ii) the City acknowledges that, prior to or simultaneously with the request that the City execute this Agreement, the Developer paid the sum of Twenty Thousand Seven Hundred and 00/100 Dollars (\$20,700.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1**), which monies have been paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iii) the Developer shall, prior to the execution of this Agreement by all parties, pay the sum of Twenty Thousand Seven Hundred and 00/100 Dollars (\$20,700.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1**), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal. Also, prior to the execution of this Agreement by all parties, the Developer shall pay the sum of Ninety-Six Thousand Six Hundred Dollars (\$96,600.00) (which sum represents 1.4% of the maximum amount of TIF Notes (not including Issuance Costs) allowed to be issued by the City pursuant to **Section 4.1**) to SLDC, which monies shall be escrowed by SLDC and used to reimburse costs related to contract compliance pursuant to Ordinance Nos 69427, 70767 and 71094;

(iv) the Developer shall pay to the Comptroller and SLDC an additional amount to reimburse the Comptroller, the Mayor's office and SLDC for their actual legal expenses and any municipal advisor incurred in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of this Agreement, which amount shall be paid as follows: (i) all such costs incurred through the date that this Agreement is circulated to the applicable City officials executing the same shall be paid prior to the circulating signature pages to the applicable City officials, and (ii) all such costs incurred after the date of the full execution of this Agreement by all parties and prior to the date upon which the City receives from Developer a Certificate of Reimbursable Redevelopment Project Costs shall be paid concurrently with the initial issuance of the TIF Notes; and

(v) the Developer shall, concurrently with the issuance of any TIF Notes, pay to the City a flat fee to be reasonably determined by the Comptroller in her sole discretion at the time of issuance to pay for the City's Issuance Costs of such TIF Notes.

Any amounts paid to or on behalf of the City or SLDC pursuant to this Section shall represent Reimbursable Redevelopment Project Costs and Issuance Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV** and **V**.

ARTICLE III. CONSTRUCTION OF THE REDEVELOPMENT PROJECTS

3.1 Acquisition of Property. The Developer represents that, as of the date of this Agreement, the Developer or a Related Entity is the owner or owner under contract of the Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of the Developer, an affiliate of the Developer or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

3.2 Condemnation. As of the date of this Agreement, it is not anticipated that the exercise of the power of eminent domain will be necessary to acquire any portion of the Property.

3.3 Relocation. The Developer shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The City shall, at the Developer's sole cost and expense, subject to reimbursement as a Reimbursable Redevelopment Project Cost in accordance with **Article IV**, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan.

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of each Sub-Project within [*two years*] of the date of this Agreement. Each Sub-Project shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. Developer may determine the sequence which the Sub-Projects are commenced. The Developer shall substantially complete or cause the Work associated with each Sub-Project to be substantially complete (as

evidenced by the City's acceptance or deemed acceptance of the Certificate of Substantial Completion) not later than [*December 31, 2025*], absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5**, the Developer shall be granted additional time to complete the Work, but under no circumstance shall such time to complete the Work extend beyond [*December 31, 2026*]. The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its direct contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its direct contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the Developer agrees to take all actions necessary to apply or to cause its contractors to apply for the wage and hour determinations and otherwise comply with such laws.

3.5 Governmental Approvals. The City and, at its direction, the SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.6 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of **Section 3.4**, including but not limited to, dates of commencement and completion (subject to the time limitations set forth in this Agreement), modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Projects and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to Developer making any material changes, the Developer shall obtain the advance written consent of the SLDC, which consent shall not be unreasonably withheld or delayed. For purposes of this Section, "material changes" shall mean any change that would reduce the final total square footage of the building(s) to be completed by more than ten percent (10%) of the estimates set forth in that certain Cost-Benefit Analysis submitted in connection with the Redevelopment Plan.

3.7 Certificate of Commencement of Construction. For each Sub-Project, the Developer shall furnish to the SLDC, with a copy to the Comptroller, a Certificate of Commencement of Construction, which certificate shall be submitted for the Redevelopment Project in accordance with the schedule set forth in **Section 3.4** and in the form of **Exhibit C** attached hereto and incorporated herein by reference. The Certificate of Commencement of Construction shall be deemed accepted by the SLDC upon receipt of the same.

3.8 Certificate of Substantial Completion. Promptly after substantial completion of each Sub-Project, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion for the applicable Sub-Project. The Mayor or her designee and the SLDC shall, within forty-five (45) days following delivery of the Certificate of Substantial Completion for the particular Sub-Project, carry out such inspections as they deem necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, within forty-five (45) days following delivery of the Certificate of Substantial Completion, the Mayor or her designee or SLDC furnishes the Developer with specific written objections to the status of the Work on the particular Sub-Project, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or her designee and SLDC, within forty-five (45) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the Work on the particular Sub-Project, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or her designee or the SLDC in accordance with this Section and the forty-five (45) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion for the Sub-Project in question by the Mayor or her designee and the SLDC for the Redevelopment Project, or upon the lapse of forty-five (45) days after delivery thereof to the Mayor or her designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion for the Sub-Project in question with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all the Work for the Sub-Project in question and complete the particular Sub-Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

3.9 Community Improvement District (CID). The Developer shall pursue the creation of a CID pursuant to the CID Act. The CID shall be created for the purpose of providing sales tax revenues in addition to TIF Revenues for funding Redevelopment Project Costs paid or incurred in connection with the CID Project and for funding costs associated with operating and maintaining and otherwise enhancing the operations of the development within the CID. In the event a sales tax is levied within the District, at least 25% (minus pro-rata cost of administration) shall be used for the provision of a means of transportation for visitors, invitees, employees or residents of the District, provided however, that if by January 1, 2020 there is no area-wide transportation network serving the District, the proceeds from the 25% sales tax may be used for other purposes as provided in the Petition. The Developer shall use its Best Efforts to cause the CID to be created and to operate in accordance with the following:

- (a) The CID's boundaries shall include all of the commercial space within the Redevelopment Area;
- (b) The CID shall be formed as a political subdivision of the State of Missouri;
- (c) The CID shall be authorized to impose the CID Sales Tax in an amount of one percent (1%) on taxable sales within the CID pursuant to Section 67.1545 of the CID Act;

(d) The CID's Board of Directors shall consist of five (5) members. The number of persons constituting the Board of Directors shall not be increased by the CID without the consent of both the Developer and the City;

(e) For so long as the CID is in existence, the Developer shall designate or cause to be designated one person designated by the Executive Director of SLDC as a representative of a property owner or business operating within the CID for the purpose of allowing such person to be appointed to the CID's Board of Directors;

(f) The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times; and

(g) At the minimum, the CID shall maintain its existence until all TIF Obligations have been paid in full, at which time the CID may dissolve.

3.10. City and Developer Actions with Respect to the CID. The City acknowledges that the Developer, at its sole cost and expense, intends to advance all costs necessary to design, develop and construct the CID Project, subject to the creation of the CID to finance such CID Project. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the CID Project. To that end, the City and the Developer agree as follows:

(a) The City and Developer shall use their Best Efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the CID. The form of the petition for creation of the CID shall be subject to approval by the City Counselor and SLDC, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) The Developer will cause the CID to approve and levy the CID Sales Tax, as contemplated by this Agreement;

(c) The Developer shall use its Best Efforts to ensure that every retailer within the CID shall add the CID Sales Tax to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 67.1545 of the CID Act;

(d) The City and the Developer shall waive the right to file suit to set aside the CID Sales Tax or otherwise question the validity of the proceedings relating thereto; and

(e) The Director of the Department of Revenue for the State of Missouri shall administer and collect the CID Sales Tax pursuant to Section 67.1545.4 of the CID Act; and

(f) The CID shall timely remit all CID Sales Tax revenues that qualify as TIF Revenues or are otherwise pledged to the repayment of TIF Obligations as provided in the Cooperation Agreement.

(g) The Developer shall cause the CID to approve and execute the Cooperation Agreement, which shall contain provisions acknowledging that the CID Sales Tax is subject to tax increment financing.

**ARTICLE IV.
REIMBURSEMENT OF DEVELOPER COSTS**

4.1 City’s Obligation to Reimburse Developer. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to reimburse Developer for verified Reimbursable Redevelopment Projects Costs for the Redevelopment Projects in a total amount not to exceed Six Million Nine Hundred Thousand Dollars (\$6,900,000) plus Issuance Costs (the “Maximum Reimbursement Amount”) to be allocated to the Sub-Projects. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to Developer for each of the Sub-Projects as they are completed as provided herein to evidence the City’s obligation to reimburse Developer for verified Reimbursable Redevelopment Projects Costs in the Maximum Reimbursement Amount and interest as provided in **Section 5.2** of this Agreement and the Note Ordinance, subject to the limitations of **Article IV** of this Agreement. The Maximum Reimbursement Amount shall be allocated among the Sub-Project as follows:

<u>Sub-Project</u>	<u>Maximum Reimbursement Amount</u>
1	
2	
3	
4	
5	
TOTAL	\$6,900,000 plus Issuance Costs

Notwithstanding the foregoing, the City’s Board of Estimate and Apportionment may, in its sole discretion, approve a reallocation among the Sub-Projects upon written petition of the Developer setting forth the economic reasoning for the reallocation. Any approved reallocation shall be documented in a letter agreement signed by the Mayor and the Comptroller, who are hereby authorized and directed to sign such letter agreement if a reallocation is approved by the Board of Estimate and Apportionment.

4.2 Reimbursements Limited to Reimbursable Redevelopment Projects Costs; Developer’s Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Notes or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a Redevelopment Project Cost. The Developer shall

provide to the City and SLDC: (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Projects Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within thirty (30) days of the City's and SLDC's receipt from the Developer of a Certificate of Reimbursable Redevelopment Projects Costs for a particular Sub-Project, the City and SLDC shall review and act upon such Certificate of Reimbursable Redevelopment Projects Costs. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute Reimbursable Redevelopment Projects Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Projects Costs from any of the categories set forth in **Exhibit B** up to the maximum aggregate amount established in **Section 4.1** for each Sub-Project; provided, that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2**. If the City determines that any cost identified as a Reimbursable Redevelopment Projects Cost is not a Redevelopment Project Cost, the City or SLDC shall so notify the Developer in writing within the thirty (30) day period referenced in this Section identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Projects Costs as Reimbursable Redevelopment Projects Costs with a supplemental application for payment and the thirty (30) day period shall begin anew. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Projects Costs for any Sub-Project within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Projects Costs shall be deemed approved.

4.3 Cost Savings and Excess Profits. Within one hundred eighty (180) days after the submission of the Certificate of Substantial Completion by the Developer for each Sub-Project in accordance with **Section 3.8**, the Developer also shall furnish to the City and the SLDC for review and approval, (a) a statement of Verified Total Project Costs for the particular Sub-Project, with evidence of billings and payments for each expenditure, including itemized invoices, receipts, and pay applications or other evidence of payment as appropriate for the type of cost; and (b) a statement of each and every Post Completion Funding Source for the Sub-Project. The Developer shall not include developer fees, project management fees or consultant fees for any service typically performed by the Developer in the Verified Total Project Costs. With respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed the amount set forth in the Redevelopment Plan for such services, or, if the cost for such service is not explicitly set forth in the Redevelopment Plan as an individual line item, an amount determined by the City, in consultation with the Comptroller, as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for the Redevelopment Project are the same as any owner, officer, principal or member of Developer or general partner in the owner of the development, amounts allowed for aggregate contractor fees shall not exceed fourteen percent (14%) of construction costs as provided for in the Missouri Housing Development Commission's 2016 Qualified Allocation Plan for the Low Income Housing Tax Credit Program, and Developer shall include documentation, including detailed invoices and receipts for payment, for each and every item of costs traceable to third parties with no relationship to Developer, in addition to summary pay applications submitted to Developer by the construction contractor. The City shall determine whether particular costs are general requirements and includable in the contractor's fee allowance or are construction costs to which the aggregate

contractor's fee allowance shall be applied, using the Cost Certification Guide promulgated by the Missouri Housing Development Commission as a guide for such determinations. The City and SLDC shall complete their review of the statements and other documentation provided by the Developer pursuant to this Section and either the City or SLDC shall notify Developer if such documentation is acceptable and complete within thirty (30) days of receipt by the City and SLDC. Should the City or SLDC notify Developer that the documentation submitted by the Developer is not acceptable or is not complete, the City shall specify which items of documentation are missing or unacceptable and the manner in which Developer may remedy such deficiencies, and Developer may make supplemental submissions to address such deficiencies, provided, however, that such supplemental submissions shall not include any materials with respect to costs incurred or other events that have taken place subsequent to the date the original submission was made. If requested by the City or SLDC, Developer shall also submit an affidavit as to the accuracy of the statements as to the costs, the relationship of any payee to the Developer, the accuracy of the statements as to the amounts and types of tax credits received or other funding sources received, and the veracity of any other aspect of the statements of Verified Total Project Costs or Post-Completion Funding Sources. The City and SLDC shall review any supplemental materials provided by the Developer within thirty (30) days of receipt and shall notify Developer if such documentation is acceptable and complete within thirty (30) days of receipt by the City and SLDC. Developer shall respond to any notification by the City or SLDC pursuant to this section within thirty (30) days of receipt of such notification. Once the City or SLDC has issued any such notification, the City and SLDC shall not be required to make the calculations specified in the following paragraph until the City and SLDC have received all documentation deemed necessary by the City and SLDC in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such thirty (30) day period, the City and SLDC shall have the right to finalize the calculations specified in the following paragraph based on the information and documentation then available to the City and SLDC and the Developer shall accept the results of such finalized calculations for purposes of the discharge of TIF notes as specified in the following paragraph. Either the City or the Developer may waive or extend the time periods for notification and response set forth herein.

To the extent that, in the City's determination, the sum of Post Completion Funding Sources as identified by the City exceeds the sum of: (x) Verified Total Project Costs, plus (y) four percent (4%) of the Acquisition Costs, plus (z) fifteen percent (15%) of all Verified Total Project Costs other than Acquisition Costs, then Developer hereby agrees that the maximum amount of Reimbursable Redevelopment Project Costs for which the Developer shall be reimbursed by the City as provided for in **Section 4.1** and the maximum amount of any TIF Notes which shall be issued by the City in accordance with **Section 5.2** shall be reduced by an amount in the aggregate equal to seventy-five percent (75%) of the total amount of such excess, as calculated by the City in accordance herewith. Developer agrees that the City may discharge any TIF Notes already issued at the time of such calculation in an amount in the aggregate equal to seventy-five percent (75%) of the total excess.

4.4 City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, any TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Projects Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City's obligation to issue (or cause the Authority

to issue) the TIF Obligations or to pay any Reimbursable Redevelopment Projects Costs. The TIF Obligations shall be special, limited obligations of the City, and shall not constitute debt to the City within any constitutional or statutory meaning of the word “debt.”

ARTICLE V. TIF OBLIGATIONS

5.1 Conditions Precedent to the Issuance of TIF Notes. No TIF Notes for any Sub-Project shall be issued until such time as the City has (a) accepted or been deemed to have accepted a Certificate of Substantial Completion for the particular Sub-Project in accordance with the procedures set forth in **Section 3.8**; (b) approved a Certificate of Reimbursable Redevelopment Projects Costs for the particular Sub-Project in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, in accordance with the procedures set forth in **Section 4.2**; (c) execution of the Cooperation Agreement by all parties thereto; (d) obtained an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; (e) received the full payment of all advances required to be paid under **Section 2.2**; (f) received such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1**; (g) the completion of the calculation contemplated in **Section 4.3** of this Agreement; (h) determination of the final size of the TIF Notes; and (i) confirmation from the Comptroller that the Developer and its Related Entities have no delinquent real estate taxes owed to the City.

5.2 Issuance of TIF Notes. The City agrees to issue one or more TIF Notes as provided in this Agreement and the Note Ordinance to reimburse the Developer for Reimbursable Redevelopment Projects Costs for each particular Sub-Project up to the maximum amount established in **Section 4.1**, subject to the limitations of **Article IV** of this Agreement. The TIF Notes shall be in the form attached to the Note Ordinance as **Exhibit B**, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, or if the Note Ordinance becomes ineffective for any reason, such appeal, amendment or ineffectiveness shall not affect or in any way amend the form of TIF Note without the written consent of the Developer and the holder of such previously issued TIF Notes.

5.2.1. Terms. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) business days and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF Notes (the “Pricing Date”) based on the municipal yield curve for general obligation bonds (the “MMD”) compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Pricing Date for general obligation bonds rated “AAA” that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the “Taxable Rate”), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the “Tax Exempt Rate”); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date.

5.2.2. Procedures for Issuance of TIF Notes. Within a reasonable period of time not to exceed ninety (90) days of Developer's satisfaction of the conditions of **Section 5.1** the City shall issue a TIF Note to an Original Purchaser evidencing reimbursement of Reimbursable Redevelopment Projects Costs for the particular Sub-Project. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Projects Costs and the issuance by the City of a TIF Note as provided in this Section, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2.3. Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each May 1 and November 1 (each, a "Payment Date") occurring after the issuance of the TIF Notes at a redemption price equal to 100% of the principal amount being redeemed (provided, that, upon the Maturity Date, all amounts remaining in the Special Allocation Fund, to the extent of the total amount outstanding under the TIF Notes shall be available for redemption), without premium, together with the accrued interest thereon to the date fixed for redemption.

5.3 Issuance of TIF Bonds.

5.3.1. The City may, in its sole and absolute discretion, issue or cause to be issued, TIF Bonds at any time in an amount sufficient to (at the City's option) fund Reimbursable Redevelopment Projects Costs or refund all or a portion of the outstanding TIF Notes.

5.3.2. Upon receipt of a written request by Developer and upon the recommendation of one or more underwriters and a municipal advisor selected by the Comptroller in favor of issuing TIF Bonds and recommendation of the principal amount thereof based on the criteria set forth below, the City shall use its Best Efforts to cause the Authority to issue TIF Bonds as described in this Section. The aggregate gross cash proceeds from the sale of the TIF Bonds before payment of Issuance Costs, together with any interest accrued thereon ("Bond Proceeds") of such TIF Bonds will be finally determined by the City after receiving the underwriter's and municipal advisor's recommendations based on the criteria set forth below. The City shall not be obligated to cause the Authority to issue such TIF Bonds unless the underwriter and the municipal advisor determine that all of the following criteria are satisfied as of the date of issuance of such bonds, unless such criteria are waived by the City's underwriter and municipal advisor. The Developer shall not have any liability for any costs associated with the issuance of TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that the Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, the Developer shall be liable for all costs incurred by the City or the Authority in the event the Developer has requested the issuance of bonds and the underwriter and municipal advisor have determined that such bonds cannot be issued at such time.

5.3.2.1. Criteria for Issuance. The underwriter's and municipal advisor's recommendations for issuance of TIF Bonds and the principal amount thereof shall be based on the following criteria:

- (i) Review of projections of Available Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all Available Revenues were to be applied to the immediate repayment of the TIF Bonds, the TIF Bonds would reasonably be anticipated to be retired within twenty-three (23) years from the effective date of the Approving Ordinance, and (B) based on a maturity date twenty-three (23) years from the effective date of the Approving Ordinance, the TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the Comptroller and the underwriter and municipal advisor;
- (ii) Developer's documentation of stabilization of the Redevelopment Projects as evidenced in a report to the City prepared by a qualified independent consultant based on at least one year of sales tax receipts from the Redevelopment Area, which report also sets forth Available Revenue projections for the Redevelopment Projects in connection with the issuance of the TIF Bonds;
- (iii) The aggregate net projected debt service on the TIF Bonds (taking into account the principal portion of the TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the net average annual debt service on any outstanding TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the aggregate net projected debt service on the TIF Bonds lower than the net average annual debt service on any outstanding TIF Notes; and
- (iv) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the TIF Notes to be redeemed.

5.4 Application of TIF Bond Proceeds. Proceeds of any TIF Bonds shall be applied:

5.4.1. To the payment of Issuance Costs with respect the TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on any TIF Notes to be refunded;

5.4.3. To the payment of capitalized interest on the TIF Bonds; and

5.4.4. To the establishment of a debt service reserve fund for the TIF Bonds in a reasonable amount of the principal amount of TIF Bonds to be issued, as to be determined by the underwriter and the municipal advisor and approved by the Comptroller.

5.5 Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and use Best Efforts to assist the City and its Bond Counsel, its Disclosure Counsel, the Authority, underwriters and municipal advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including, but not limited to, disclosure of tenants within the Redevelopment Area and the non-financial terms of the leases between Developer and such tenants. Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to the Developer, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's municipal advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. The Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided, that Developer shall satisfy this and any other obligation under this Agreement to make any provision a covenant running with the land by recording this Agreement or a memorandum thereof in the Office of the Recorder of Deeds of the City of St. Louis.

5.6 Subordinate Notes. TIF Notes may be issued for each Sub-Project in two or more series or subseries, with one series subordinate to TIF Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal or interest on any such Subordinate Notes may be made while any TIF Notes are outstanding. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.2 and 6.3.**

17. If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding TIF Notes, the TIF Notes remaining outstanding shall be redeemed by the issuance of Subordinate Notes. Each Subordinate Note shall have the same maturity and have the same outstanding principal amount and the same interest rate as the TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.3.2.1 and 6.3.**

5.7 City to Select Underwriter and Municipal Advisor; Term and Interest Rate. The Comptroller shall have the right to select the designated underwriter and municipal advisor (and such other advisors and consultants as the underwriter, municipal advisor and the City deem necessary for the issuance of the TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

**ARTICLE VI.
SPECIAL ALLOCATION FUND;
COLLECTION AND USE OF TIF REVENUES**

6.1 Creation of Special Allocation Fund.

18. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a “PILOTs Account,” an “EATs Account,” and a “CID Revenues Account,” and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account. The City will deposit any CID Revenues received into the CID Revenues Account in accordance with the provisions of the Cooperation Agreement.

6.2 Certification of Base for PILOTs and EATs.

(a) Upon the reasonable written request of the City, Developer shall use its Best Efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within the Redevelopment Area; and (ii) information related to payment of utility taxes by any businesses, owners or other occupants of the Redevelopment Area in the calendar year ending December 31, 2020.

(b) Within ninety (90) days after execution of this Agreement, the City shall provide to the Developer (i) a certificate of the City Assessor’s calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2020, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act, and any other taxes excluded from tax increment financing by Missouri law.

6.3 Application of Available Revenues.

(a) The City hereby agrees for the term of this Agreement to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of TIF Obligations issued under **Article V** as provided in the Note Ordinance and this Agreement.

(b) Upon the payment in full of the principal of and interest on all TIF Obligations (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the SLDC, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the TIF Act.

(c) If monies available in Special Allocation Fund are insufficient to reimburse the City or the Developer as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon.

(d) The City agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Obligations are outstanding and the City will request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Obligations.

6.4 Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, (a) the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement and (b) the Developer's Best Efforts to cause businesses within the Redevelopment Area to report TIF revenues using forms and processes requested by the Comptroller from time to time. Notwithstanding the foregoing, the Developer acknowledges that there is currently no mechanism that allows the City to accurately calculate the amount of utility tax revenues to be included in the TIF Revenues and deposited in the Special Allocation Fund. Accordingly, the Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund; provided, however, nothing in this Agreement shall prohibit the City from, in its sole discretion, depositing utility tax revenues into the Special Allocation Fund if a mechanism to accurately calculate the appropriate amount of such a deposit is developed.

6.5 Obligation to Report TIF Revenues. Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues, shall use Best Efforts to timely fulfill such obligations as are required by **Section 6.4**. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6 Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property, any portion thereof, or any interest therein as permitted by **Section 7.3.2** of this Agreement at least fifteen (15) days following such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property, any portion thereof, or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, Developer shall not be required to notify the City of

the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business.

ARTICLE VII. GENERAL PROVISIONS

7.1 Developer's Right of Termination. At any time prior to the issuance of any TIF Note, the Developer may, by giving written notice to the City, abandon the Redevelopment Projects or any Sub-Project and terminate this Agreement in full or in part with respect to the applicable Sub-Project(s). Upon such termination, the Developer's obligations hereunder as to the Redevelopment Projects or applicable Sub-Project(s) shall cease, except for such obligations that expressly survive termination of this Agreement. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the applicable Sub-Project or Sub-Projects so terminated.

7.2 City's Right of Termination. The City may terminate this Agreement if (a) the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement at least thirty (30) days prior to commencement of construction of any Sub-Project of the Redevelopment Projects; provided, however, that termination under this Section may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (b) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with **Section 3.8** and the schedule set forth in **Section 3.4**. Upon such termination, the City shall have no obligation to issue a TIF Note or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

7.3 Successors and Assigns.

7.3.1 Binding Effect. 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.

7.3.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Projects, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of the Redevelopment Projects, the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or

assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to obtain the benefits of a tax credit investment or to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Projects Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to transfer the Property or to assign all or any portion of Developer's rights, duties and obligations under this Agreement to any Related Entity; and (c) the right of the Developer to sell, lease or transfer a residential unit, commercial unit or parking space in the ordinary course of business; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of the Redevelopment Projects, subject, however, to Developer's right of termination pursuant to **Section 7.1**, and shall be released from such liability hereunder only upon substantial completion of the Redevelopment Projects and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer other than of the sale or lease of a residential unit, commercial unit or parking space in the ordinary course of business or the transfer of any rights hereunder or in the Property to a Related Entity, which shall require no notice.

7.3.3. Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the effective date of the Approving Ordinance. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.4 Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall

not be cured or remedied prior to the end of the additional thirty (30) day period, 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 to compel specific performance by the defaulting or breaching party.

7.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended for the duration of any event of any delay caused by force majeure (except as expressly limited in **Section 3.4**), including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; after timely and complete submission of an application by the Developer, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Projects or the TIF Obligations or this Agreement; provided that (a) such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (b) the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.6 Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by telecopy, fax or United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

If to the Developer:

Kingsway Development, LLC
4901 Delmar Boulevard
St. Louis, Missouri 63108
Attn: Kevin Bryant

With a copy to:

Lewis Rice LC
600 Washington Avenue, Suite 2500
One US Bank Plaza
St. Louis, Missouri 63101
Attention: David Sweeney

If to the City:

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

And

City of St. Louis
Office of the Comptroller
1520 Market Street, Room 3005
St. Louis, Missouri 63103
Attention: _____

With copies to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63102
Attention: David Meyer, Associate City Counselor

And

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

If to SLDC:

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attention: Dale Ruthsatz

With copies to:

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attention: David Meyer, Associate City Counselor

And

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark A. Spykerman

7.7 Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.8 Damage or Destruction of Redevelopment Projects. In the event of total destruction or damage to the Redevelopment Projects by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer or a Related Entity owns the Property, the Developer shall determine and advise the City in writing (which writing may consist of an application for a building permit) within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that the Redevelopment Projects will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair, all unaccrued liability of the City for any payments of principal or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event of such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, after satisfaction of any terms or obligations of any deed of trust, promissory note or financing agreement entered into by the Developer for the financing of all or any part of the Redevelopment Projects and payment of all costs to clear and secure the

Redevelopment Area and satisfy any obligations related to the recapture of historic tax credits, from any fire or casualty insurance policy in an amount up to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.9 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

7.10 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the internal laws of State of Missouri without reference to its conflict of laws principles for all purposes and intents.

7.11 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 agents of the parties.

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

7.13 Severability. In the event 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.

7.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any 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.

7.15 Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) If a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any

costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Projects Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV**.

7.16 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

7.16.1. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

7.16.2. The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.16.3. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

7.16.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

7.16.5. No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the

event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Notes which may become due to any party under the terms of this Agreement.

7.16.6. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys' fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's municipal advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Projects or any particular portion thereof.

7.17 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.19 7.20 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.18 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Projects or any portion thereof. Upon substantial completion of the Redevelopment Projects and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.5**), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

7.19 Non-Discrimination. The Developer agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Projects and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.20 Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

7.21 MBE/WBE Compliance.

(a) The Developer shall comply with Ordinance Nos. 69427, 70767 and 71094 during the design and construction of the Redevelopment Projects and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Projects.

(b) Unless other directions are given by SLDC, the Developer shall ensure MBE/WBE compliance while constructing the Project through the following actions:

(i) The Developer shall provide or upload to SLDC all construction sub-contracts entered into by their prime contractors for construction work to be performed. The Developer shall require that prime contractors summarize with each “application for payment” their compliance with their MBE and WBE utilization commitments and shall include all adjusted contract amounts, payment data and copies of final lien waivers. This information shall be entered electronically utilizing the SLDC Minority Business Development and Compliance Office Global Project Tracking System (GPTS) or any other web-based compliance tool used by the Compliance Office at the time of submission.

(ii) The Developer shall require that prime contractors ensure their MBE and WBE sub-contractors verify receipt of payments and provide certified payroll data and/or payroll register related data and other documentation as may be required by the SLDC Minority Business Development and Compliance Office by entering that information electronically utilizing the GPTS system.

(iii) The Developer shall ensure that these requirements are incorporated into

their contracts with prime contractors and that the prime contractors and sub-contractors comply with these requirements.

ARTICLE VIII REPRESENTATIONS OF THE PARTIES

8.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

8.2 Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Lyda Krewson, Mayor

By: _____
Darlene Green, Comptroller

1. (SEAL)
2. Attest:
3. _____
4. Dionne Flowers, City Register
5. Approved as to Form:
6. _____
7. Michael Garvin, City Counselor

“DEVELOPER”

KINGSWAY DEVELOPMENT, LLC, a
Missouri limited liability company

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2021, before me appeared Lyda Krewson, to me personally known, who, being by me duly sworn, did say that she 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 County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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

On this _____ day of _____, 2021, 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 County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2021, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of Kingsway Development, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A
Legal Description of the Redevelopment Area

AN AREA BEING PARTS OF CITY BLOCK 3760, 3762-S,3763-S, 3764-S, 3765-S, 3879-N, 4556 AND 4575 OF THE CITY OF ST. LOUIS, MISSOURI. SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF KINGSHIGHWAY BLVD AND THE NORTH RIGHT-OF-WAY OF AN ALLEY IN CITY BLOCK 3879-N; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 07 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 296.24 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY SOUTH 84 DEGREES 22 MINUTES 48 SECONDS EAST, A DISTANCE OF 360.07 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 95.88 FEET; THENCE NORTH 06 DEGREES 07 MINUTES 13 SECONDS EAST, A DISTANCE OF 147.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF ENRIGHT AVENUE; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY THE FOLLOWING FIVE CALLS; SOUTH 83 DEGREES 42 MINUTES 18 SECONDS EAST, A DISTANCE OF 152.78 FEET; SOUTH 83 DEGREES 32 MINUTES 24 SECONDS EAST, A DISTANCE OF 188.07 FEET; SOUTH 83 DEGREES 51 MINUTES 23 SECONDS EAST, A DISTANCE OF 80.00 FEET; SOUTH 83 DEGREES 44 MINUTES 09 SECONDS EAST, A DISTANCE OF 356.92 FEET; SOUTH 83 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 479.18 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF ENRIGHT AVENUE AND THE EAST RIGHT-OF-WAY OF WALTON AVENUE; THENCE ALONG THE SAID EAST RIGHT-OF-WAY SOUTH 06 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 178.94 FEET TO A POINT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF WALTON AVENUE AND THE SOUTH RIGHT-OF-WAY OF AN ALLEY IN CITY BLOCK 3760; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING THREE CALLS; SOUTH 83 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 145.56 FEET; NORTH 79 DEGREES 16 MINUTES 27 SECONDS EAST, A DISTANCE OF 73.60 FEET; SOUTH 83 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 899.08 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE WEST RIGHT-OF-WAY OF AN NORTHEASTERLY TO SOUTHWESTERLY ALLEY; THENCE LEAVING SAID WEST RIGHT-OF-WAY SOUTH 82 DEGREES 46 MINUTES 18 SECONDS EAST, A DISTANCE OF 16.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID ALLEY; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 29 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 87.35 FEET TO A POINT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID ALLEY AND THE SOUTH RIGHT-OF-WAY OF ENRIGHT AVENUE; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY SOUTH 42 DEGREES 14 MINUTES 04 SECONDS EAST, A DISTANCE OF 150.35 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF ENRIGHT AVENUE AND THE WEST RIGHT-OF-WAY OF NORTH TAYLOR AVENUE; THENCE ALONG THE SAID WEST RIGHT-OF-WAY SOUTH 29 DEGREES 00 MINUTES 32 SECONDS WEST, A DISTANCE OF 542.41 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF NORTH TAYLOR AVENUE AND THE NORTH RIGHT-OF-WAY OF AN ALLEY IN CITY BLOCK 4556; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY THE FOLLOWING THREE CALLS; NORTH 60 DEGREES 59 MINUTES 02 SECONDS WEST, A DISTANCE OF 361.63 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.70 FEET; THENCE NORTH 83 DEGREES 44 MINUTES 15 SECONDS

WEST, A DISTANCE OF 649.69 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY OF WALTON AVENUE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 65 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 63.24 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALTON AVENUE AND THE NORTH RIGHT-OF-WAY OF AN ALLEY IN CITY BLOCK 4575; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY THE FOLLOWING FOUR CALLS; NORTH 83 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 114.95 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 32 SECONDS WEST, A DISTANCE OF 101.22 FEET; THENCE NORTH 83 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 569.26 FEET; THENCE NORTH 82 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 60.64 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 06 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 142.54 FEET; THENCE NORTH 83 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 203.43 FEET; THENCE SOUTH 05 DEGREES 52 MINUTES 38 SECONDS WEST, A DISTANCE OF 144.30 FEE TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID ALLEY; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY NORTH 83 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 580.20 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 1,234,299.19 SQUARE FEET (28.34 ACRES) MORE OR LESS.

EXHIBIT B
TIF Reimbursable Redevelopment Project Costs

Table IV-2
ESTIMATED REDEVELOPMENT PROJECT COSTS to be PAID by TIF/CID
KINGSWAY COMMERCIAL REDEVELOPMENT AREA

REDEVELOPMENT PROJECT COSTS TO BE PAID BY TIF/CID	
Land/Building Acquisition	
Construction Hard Costs	
Infrastructure Hard Costs	4,620,000
Structured Parking Hard Costs	2,280,000
Hard Cost Contingency	
Development Soft Costs	
Financing Costs	
Soft Cost Contingency	
Developer's Fee	
TOTAL	6,900,000

It is not the intent of Table IV-1, Table IV-2, or this Redevelopment Plan to restrict the City or the Developer to the cost amounts, categories or allocations as outlined. During the life of the Redevelopment Area, Plan and Project, other costs may be incurred or adjustments may be made within and among the line items specified in Tables IV-1 and IV-2, and additional categories may be added to the extent allowed by the TIF Act, if necessary and reasonable to accomplish the program objectives of the Redevelopment Plan.

EXHIBIT C

Form of Certificate of Commencement of Construction

DELIVERED BY

In connection with Sub-Project __

The undersigned, **Kingsway Development, LLC** (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of _____, 2021, between the City of St. Louis, Missouri (the “City”) and Developer (the “Agreement”) hereby certifies to the City as follows:

1. All Property necessary for the Sub-Project __ (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer or a Related Entity in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to complete the Sub-Project __.
3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer’s MBE/WBE Subcontractor’s List and MBE/WBE Utilization Statement, which are attached hereto as Appendix B.
4. Developer has obtained all necessary financing to complete Sub-Project __.
5. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of the Sub-Project __.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of _____, 20__.

KINGSWAY DEVELOPMENT, LLC, a Missouri limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs

TO:

City of St. Louis
Office of Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
Attention: Beverly Fitzsimmons

• **Re: City of St. Louis, Missouri, Redevelopment Project**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2021 (the “*Agreement*”), between the City and Kingsway Development, LLC, a Missouri limited liability company (the “*Developer*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of Sub-Project ___.

2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or the CID or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect or Developer has submitted its Certificate of Substantial Completion with respect to such Sub-Project ___ Work.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes: _____ No: _____

9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, _____.

KINGSWAY DEVELOPMENT, LLC, a
Missouri limited liability company

By: _____
Name: _____
Title: _____

Approved for payment this ____ day of _____, 20__.

SLDC

By: _____
Name: _____
Title: _____

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs in connection with Sub-Project ___:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs for Sub-Project indicated above:
--------	---------	------------------------------------------------------------------------------------------

EXHIBIT E
Form of Certificate of Substantial Completion

KINGSWAY COMMERCIAL REDEVELOPMENT AREA
SUB-PROJECT ____
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Kingsway Development, LLC, a Missouri limited liability company (the “*Developer*”), pursuant to that certain Redevelopment Agreement dated as of _____, 2021, between the City of St. Louis, Missouri (the “*City*”), and the Developer (the “*Agreement*”), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Sub-Project ____ (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Sub-Project ____ Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
3. The Sub-Project ____ Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. This Certificate of Substantial Completion is accompanied by the project architect’s or owner representative’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and incorporated herein by reference, certifying that the Sub-Project ____ has been substantially completed in accordance with the Agreement.
5. Mechanics lien waivers for applicable portions of the Sub-Project ____ Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
6. This Sub-Project ____ Certificate of Substantial Completion is being issued by the Developer to the SLDC and the City in accordance with the Agreement to evidence the Developer’s satisfaction of all material obligations and covenants with respect to the Sub-Project ____.
7. The acceptance (below) or the failure of the SLDC and the Mayor or her designee to object in writing to this Sub-Project ____ Certificate within forty-five (45) days of the date of delivery of this Certificate to the SLDC and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer’s agreements and covenants to perform the Work.

Upon such acceptance by the SLDC and the Mayor or her designee, the Developer may record this Certificate in the office of the City’s Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day
of _____, 20__.

KINGSWAY DEVELOPMENT, LLC, a Missouri limited
liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

SLDC

By: _____
Name: _____
Title: _____

THE CITY OF ST. LOUIS, MISSOURI

By:
Name:
Title:

(Insert Notary Form(s) and Legal Description)

EXHIBIT F
Equal Opportunity and Nondiscrimination Guidelines

In any contract for work in the Redevelopment Area, the Developer, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the “Nondiscrimination Laws”). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

The Developer and its contractors will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Developer shall comply with Ordinance Nos. 69427, 70767 and 71904, as may be amended and supplemented, pertaining to minority-owned and women-owned business participation, workforce development, and prevailing wage compliance, to the extent the provisions of those ordinances apply to the Redevelopment Projects.

The Developer agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer, its successors or assigns upon the basis of race, color, creed, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the City of St. Louis and the United States of America, as their interests may appear in the project.

The Developer shall fully comply (and ensure compliance by “anchor tenants”) with the provisions of St. Louis City Ordinance No. 60275, which is codified at Chapter 3.90 of the Revised Ordinances of The City of St. Louis.

BOARD BILL NUMBER 215
FISCAL NOTE

Preparer's Name: David Sweeney

Contact Information: David Sweeney 600 Washington, #2500 STL MO 63101 314-444-7769

Bill Sponsor: Alderman Jesse Todd

Bill Synopsis:	Board Bills 214, 215 and 216 collectively (1) approve the Kingsway Commercial Redevelopment Area TIF Redevelopment Plan and the Redevelopment Project described therein, (2) approve a Redevelopment Agreement in connection with the Redevelopment Plan, and (3) authorize the issuance of TIF Notes in the maximum principal amount of \$6,900,000 plus costs of issuance. The purpose of these bills is to approve tax increment financing assistance for the redevelopment of blighted property into a mixed-use (residential, office and commercial) development.
Type of Impact:	Tax increment financing allows for new, incremental revenues generated from a redevelopment project to be used to reimburse a developer for a portion of the costs associated with constructing redevelopment project. Taxing districts will forgo a portion of the new taxes generated by the Redevelopment Project for up to 23 years.
Agencies Affected:	Redevelopment of the Redevelopment Area will require building inspections and permits, as provided by the City Code. While tax increment financing is in effect, a portion of the tax revenues generated from the redevelopment area will be diverted to reimburse the developer for redevelopment project costs.

(01/2017)

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? Yes No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? Yes No.
- A commitment of city funding in the future under certain specified conditions? Yes No.

Subject to the terms of the Redevelopment Agreement, the Developer will advance all costs of constructing the Redevelopment Project, but will be reimbursed for a portion of those costs through the issuance of a TIF Note payable from TIF revenues and CID Revenues (no general City revenues will be used to repay the TIF Note).

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? Yes No.

Subject to the terms of the Redevelopment Agreement, the City will need to appropriate the revenues described above to the repayment of the TIF Notes. Please note that, to the extent those revenues are not generated as expected (i.e., if the Redevelopment Project underperforms expectations, the City will have no obligation to use other revenues to make up any shortfall).

- An execution or initiation of an activity as a result of federal or state mandates or requirements? Yes No.
- A capital improvement project that increases operating costs over the current adopted city budget?
_____ Yes No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? Yes No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? Yes No.

- If yes, describe the facilities and provide the estimated cost:

- Is the bill estimated to have a direct fiscal impact on any city department or office? Yes No.

- If yes, explain the impact and the estimated cost:

The Comptroller's office and St. Louis Development Corporation (including the Minority Business Development and Compliance Office) will incur costs associated with administering the Redevelopment Project and the Redevelopment Agreement. However, the Redevelopment Agreement provides a source of funding for those costs, including (1) direct payments by the Developer and (2) use of a portion of the TIF revenues. Neither the Comptroller's office nor the St. Louis Development Corporation anticipate needing any further funding to cover the costs of administering the Redevelopment Project and Redevelopment Agreement.

The City's Building Division will also have costs associated with various inspections and permits. However, those costs should be covered by the City's permit fees.

Additionally, the Redevelopment Project's overall impact on the City's expected tax revenues has been studied. A report from the St. Louis Development Corporation is attached.

- Does the bill create a program or administrative subdivision? Yes No.

- If yes, then is there a similar existing program or administrative subdivision?

Yes No.

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

As noted above, the Comptroller’s office and the St. Louis Development Corporation will have various administrative costs associated with the Redevelopment Project and the Redevelopment Agreement, which will be paid by the Developer or with TIF revenues, as provided in the Redevelopment Agreement. The City’s Building Division will also have costs associated with providing inspections and permits. Similar to any other construction project in the City, these costs should be covered by permit fees.

In lieu of the chart below, a copy of a report by St. Louis Development Corporation analyzing the financial impact of the Redevelopment Project is attached (i.e., the “Scorecard”).

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

SEE ATTACHED REPORT

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			

- Describe any assumptions used in preparing this fiscal note:

Certain financial assumptions were made by St. Louis Development Corporation staff when preparing the attached report, including, without limitation, estimated tax revenues generated by the Redevelopment Project, future tax rates, appropriate capitalization rates, and the amount of taxable sales diverted from existing development to the Redevelopment Project (i.e., the “substitution effect”).

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

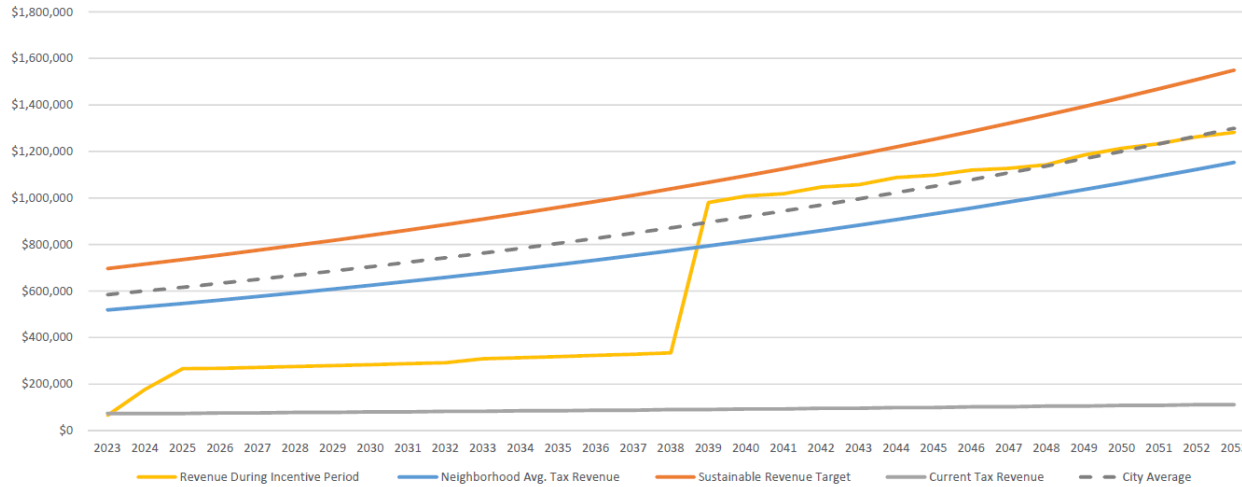
St. Louis Development Corporation relied on published market data and materials submitted by the Developer to develop the attached report. Review of the Redevelopment Agreement was provided by attorneys in the City Counselor's office (who are assigned to the St. Louis Development Corporation), outside counsel to St. Louis Development Corporation (Gilmore & Bell, P.C.) and outside counsel to the Comptroller's office (Armstrong Teasdale LLP).

- Have the financial estimates of this bill been verified by the City Budget Division?
____ Yes X No.

If yes, by whom? _____.

FINANCIAL REPORT

Kingsway Project Financial Impact Report



Break-Even Analysis

	Year of Operation
Neighborhood Average Break-even*	#N/A
Sustainable Revenue Target Achieved	Not Achieved
Replacement Project Window	9
TIF Payoff Year	2039

* Year accumulated tax benefits of the incentivized project surpasses those of an average un-incentivized project in the neighborhood

Fiscal Benefit	10-year	20-year
<i>Benefit Over Base (If no project)</i>		
Fiscal Benefit to City	\$1,629,000	\$5,160,000
Fiscal Benefit to School District	\$91,000	\$2,567,000
<i>Benefit Over Neighborhood Average</i>		
Fiscal Advantage to City	(\$4,563,000)	(\$3,658,000)
Fiscal Advantage to School District	(\$255,000)	(\$1,820,000)
<i>Incentive Value to Project</i>		
Present Value of Incentive	\$12,313,000	\$12,313,000
% of Project Costs	15.6%	15.6%

Property Status

MVA Category	G
Existing and/or Historical	Yes
Strategic I and Use Plan Category	NCA

Tax Performance (per SF of parcel area)

	Stabilization	Year 5	Year 10
Kingsway Project	\$0.38	\$0.40	\$0.45
Neighborhood Average	0.87	1.01	1.17
Sustainable Revenue Target	1.17	1.36	1.57

Developer Return Analysis

Market Average Rate of Return (RERC)	Low End of Range	High End of Range
	6.7%	9.8%
Project 10-Year Rate of Return	No Incentives	w/ Incentives
	5.7%	7.3%

Project Score

	Score
Value Score	9.3
Tax Revenue Score	18.0
Increment Score	1.2
Total Score	28.5/40
Project Grade	3.5/5

Incentive Summary

TIF	
TIF Utilized	Yes
Value of TIF Request	\$6,370,000
Tax Abatement	
Abatement Utilized	Yes
Tax Abatement Type	Ch. 99
How many Years of Tax Abatement?	10
Percentage of Abatement Years 1-5	95%
Percentage of Abatement Years 6-10	95%
Percentage of Abatement Years 11-15	0%
Percentage of Abatement Years 16-20	0%
Percentage of Abatement Years 21-25	0%
Tax Assurance	
Tax Assurance Utilized	No
Start Year	
Length (in Years)	
Growth Rate	
New CID/TDD	
New Sales Tax CID?	Yes
New CID Percentage	1.00%
New Sales Tax TDD?	No
New TDD Percentage	
New Property Tax CID/TDD Assessment Applies to % subject to the special assessment	No

Sources and Uses Summary

Project Financing	Amount
Federal Historic Tax Credits	\$ 415,395.00
State Historic Tax Credits	\$ 744,249.00
State Brownfields Tax Credits	\$ 506,000.00
New Market Tax Credits	\$ 4,914,000.00
Local Incentive Amount (TIF, etc.)	\$ 6,370,000.00
Monetized CID/TDD Values	\$ 530,000.00
Primary Debt	\$ 47,036,906.00
Developer/Investor Equity	\$ 15,455,600.00
Deferred Developer Fee	\$ -
Other Private:	\$ 2,188,500.00
Other Public:	\$ 650,000.00
Total Project Sources--Permanent	\$ 78,810,650.00

Uses of Funds

Acquisition	\$ 5,725,000.00
Hard Costs (Construction)	\$ 62,159,270.00
Soft Costs	\$ 5,320,280.00
Financing Costs	\$ 2,552,650.00
Reserves	\$ -
Developer Fee	\$ 3,053,450.00
Total Project Uses	\$ 78,810,650.00