

2 AN ORDINANCE AFFIRMING ADOPTION OF A REDEVELOPMENT PLAN,  
3 REDEVELOPMENT AREA, REDEVELOPMENT PROJECT AREA, AND  
4 REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF  
5 REDEVELOPMENT AGREEMENTS BETWEEN THE CITY OF ST. LOUIS  
6 AND CARRIE TIF, INC.; PRESCRIBING THE FORM AND DETAILS OF SAID  
7 AGREEMENTS; DESIGNATING CARRIE TIF, INC. AS DEVELOPER OF THE  
8 REDEVELOPMENT AREA; MAKING CERTAIN FINDINGS WITH RESPECT  
9 THERETO; AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION  
10 WITH THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN THE  
11 REDEVELOPMENT AREA; AND CONTAINING A SEVERABILITY CLAUSE.

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

15 WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of  
16 Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis,  
17 Missouri (the "TIF Commission"); and

18 WHEREAS, by Ordinance No. \_\_\_\_\_, the City, upon the recommendation of the TIF  
19 Commission, approved the Carrie Avenue TIF Redevelopment Plan for the Carrie Avenue TIF  
20 Redevelopment Area (the "Redevelopment Area" or "Area") dated October 15, 2013, (the  
21 "Redevelopment Plan" or "Plan"), which Redevelopment Plan provided for the redevelopment of  
22 the Redevelopment Area through a redevelopment project; and

23 WHEREAS, on October 30, 2013, after all proper notice was given, the TIF Commission  
24 held a public hearing in conformance with the TIF Act (hereinafter defined) and received  
25 comments from all interested persons and taxing districts affected by the Redevelopment Plan  
26 and the redevelopment project (the "Redevelopment Project") described therein; and

27 WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment  
28 Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the  
29 "Act" or "TIF Act"), and after due consideration of the TIF Commission's recommendations, the  
30 Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. \_\_\_\_\_ [Board  
31 Bill No. \_\_\_\_] on \_\_\_\_\_, 2013, which Ordinance: (i) adopted and approved the  
32 Redevelopment Plan as amended, (ii) affirmed the designation of the Redevelopment Area (as  
33 described in the Redevelopment Plan) as a "redevelopment area" as that term is defined in the  
34 TIF Act, (iii) adopted and approved the Redevelopment Project described in the Redevelopment  
35 Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, and  
36 (v) established the City of St. Louis "Carrie Avenue Special Allocation Fund", and (vi) made  
37 certain findings with respect thereto, all as set forth in such Ordinance and in accordance with  
38 the requirements of the Act; and

1 WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by  
2 the construction of new infrastructure and improvements into commercial/industrial space, as set  
3 forth in the Redevelopment Plan (the "Redevelopment Project," or "TIF Project"); and

4 WHEREAS, the Redevelopment Plan provides that the Redevelopment Project may be  
5 carried out in two separate phases (each a "Phase" and collectively, the "Phases"), such phases  
6 being "Phase 1" and "Phase 2" (as further described in the Redevelopment Agreement for each  
7 respective Phase attached hereto as Exhibit A and Exhibit B); and

8 WHEREAS, the Board of Aldermen has determined that completion of the  
9 Redevelopment Project is of economic significance to the City, will serve to benefit the general  
10 welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that  
11 qualify the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, and  
12 further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment  
13 Plan is not financially feasible without the adoption of tax increment allocation financing and  
14 would not otherwise be completed; and

15 WHEREAS, the Redevelopment Area qualifies for the use of tax increment allocation  
16 financing to alleviate the conditions that qualify it as a "blighted area" as provided in the TIF Act  
17 and as set forth herein; and

18 WHEREAS, it is necessary and desirable and in the best interest of the City to enter into  
19 (i) a Redevelopment Agreement with Carrie TIF, Inc. a Missouri corporation (the "Phase 1  
20 Developer") with respect to the redevelopment of Phase 1 of the Redevelopment Project, and (ii)  
21 a Redevelopment Agreement with Carrie TIF, Inc., a Missouri corporation (the "Phase 2  
22 Developer"; the Phase 1 Developer and Phase 2 Developer being defined herein collectively as  
23 the "Developer") with respect to the redevelopment of Phase 2 of the Redevelopment Project, in  
24 order that Developer may complete the Redevelopment Project which will provide for the  
25 promotion of the general welfare through redevelopment of the Redevelopment Area in  
26 accordance with the Redevelopment Plan which redevelopment includes, but is not limited to,  
27 assistance in the physical, economic, and social development of the City of St. Louis,  
28 encouragement of a sense of community identity, safety and civic pride and the elimination of  
29 impediments to land disposition and development in the City of St. Louis; and

30 WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into  
31 (i) a redevelopment agreement with Carrie TIF, Inc. as the Phase 1 Developer setting forth the  
32 respective rights and obligations of the City and Developer with regard to the redevelopment of  
33 Phase 1 (the "Phase 1 Redevelopment Agreement"); and (ii) a redevelopment agreement with  
34 Carrie TIF, Inc. as the Phase 2 Developer, setting forth the respective rights and obligations of  
35 the City and Developer with regard to the redevelopment of Phase 2 (the "Phase 2  
36 Redevelopment Agreement"; the Phase 1 Redevelopment Agreement and the Phase 2  
37 Redevelopment Agreement being collectively, the "Redevelopment Agreements"); and

1 WHEREAS, the Board of Aldermen hereby determines that the terms of the  
2 Redevelopment Agreements attached as Exhibit A and Exhibit B hereto and incorporated herein  
3 by reference are acceptable and that the execution, delivery and performance by the City and the  
4 Developer of their respective obligations under the Redevelopment Agreements are in the best  
5 interests of the City and the health, safety, morals and welfare of its residents, and in accord with  
6 the public purposes specified in the TIF Act and the Redevelopment Plan.

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

8 SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the  
9 Redevelopment Plan, Redevelopment Area, and the Redevelopment Project. The Board of  
10 Aldermen further designates (i) Carrie TIF, Inc. as developer of Phase 1 and (ii) Carrie TIF, Inc.  
11 as developer of Phase 2, and finds and determines that it is necessary and desirable to enter into  
12 (a) the Phase 1 Redevelopment Agreement with Carrie TIF, Inc., as developer of Phase 1, and  
13 (b) the Phase 2 Redevelopment Agreement with Carrie TIF, Inc., as developer of Phase 2, in  
14 order to implement the Redevelopment Project and to enable the Developer to carry out its  
15 proposal for development of the Redevelopment Project.

16 SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax  
17 increment financing is necessary and desirable in order to implement the Redevelopment Project  
18 and to enable the Developer to carry out its proposal for development of the Redevelopment  
19 Project.

20 SECTION THREE. 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 Agreements by and between the City and the Developer attached hereto as  
23 Exhibit A and Exhibit B, and the City Register is hereby authorized and directed to attest to the  
24 Redevelopment Agreements and to affix the seal of the City thereto. The Redevelopment  
25 Agreements shall be in substantially the forms attached, with such changes therein as shall be  
26 approved by said Mayor and Comptroller executing the same and as may be consistent with the  
27 intent of this Ordinance and necessary and appropriate in order to carry out the matters herein  
28 authorized.

29 SECTION FOUR. The Mayor and Comptroller of the City or their designated  
30 representatives are hereby authorized and directed to take any and all actions to execute and  
31 deliver for and on behalf of the City any and all additional certificates, documents, agreements or  
32 other instruments as may be necessary and appropriate in order to carry out the matters herein  
33 authorized, with no such further action of the Board of Aldermen necessary to authorize such  
34 action by the Mayor and the Comptroller or their designated representatives.

35 SECTION FIVE. The Mayor and the Comptroller or their designated representatives,  
36 with the advice and concurrence of the City Counselor and after approval by the Board of  
37 Estimate and Apportionment, are hereby further authorized and directed to make any changes to  
38 the documents, agreements and instruments approved and authorized by this Ordinance as may

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

4 SECTION SIX. It is hereby declared to be the intention of the Board of Aldermen that  
5 each and every part, section and subsection of this Ordinance shall be separate and severable  
6 from each and every other part, section and subsection hereof and that the Board of Aldermen  
7 intends to adopt each said part, section and subsection separately and independently of any other  
8 part, section and subsection. In the event that any part, section or subsection of this Ordinance  
9 shall be determined to be or to have been unlawful or unconstitutional, the remaining parts,  
10 sections and subsections shall be and remain in full force and effect, unless the court making  
11 such finding shall determine that the valid portions standing alone are incomplete and are  
12 incapable of being executed in accord with the legislative intent.

13 SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this  
14 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption  
15 over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance,  
16 the Developer has not (i) executed the Redevelopment Agreements, and (ii) paid all fees due to  
17 the City in accordance with the terms of the Redevelopment Agreements, the provisions of this  
18 Ordinance shall be deemed null and void and of no effect and all rights conferred by this  
19 Ordinance on Developer, shall terminate, provided further, however, that prior to any such  
20 termination the Developer may seek an extension of time in which to execute the Redevelopment  
21 Agreements, which extension may be granted in the sole discretion of the Board of Estimate and  
22 Apportionment of the City of St. Louis.

23 46408169

## EXHIBIT A

Phase 1 Redevelopment Agreement by and between  
the City of St. Louis and the Developer

### PROPERTY DESCRIPTION TOTAL TRACT

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 2166.96 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23 minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line, North 37 degrees 10 minutes 22 seconds West, 1992.43 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 1,569,509 square feet or 36.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 1

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line, South 38 degrees 23 minutes 51 seconds East, 1285.06 feet; thence departing last said right-of-way line South 51 degrees 38 minutes 37 seconds West, 579.59 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line the following courses and distances: North 37 degrees 10 minutes 22 seconds West, 1170.25 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 740,519 square feet or 17.000 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 2

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408; thence along said right-of-way line the following courses and distances: South 58 degrees 32 minutes 50 seconds East, 118.30 feet to the beginning of a curve to the right having a radius of 396.20 feet; along said curve with an arc length of 46.27 feet and a chord which bears South 40 degrees 00 minutes 44 seconds East, 46.24 feet and South 37 degrees 10 minutes 22 seconds East, 1170.25 feet to the POINT OF BEGINNING of the herein described tract; thence departing last said right-of-way line, North 51 degrees 38 minutes 37 seconds East, 579.59 feet to the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 881.90 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23

minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of above said Terminal Railroad Association tract; thence along said right-of-way line North 37 degrees 10 minutes 22 seconds West, 822.18 feet to the Point of Beginning and containing 828,990 square feet or 19.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

**REDEVELOPMENT AGREEMENT**

**Between the**

**CITY OF ST. LOUIS, MISSOURI**

**And**

**CARRIE TIF, INC.**

**Dated as of**

\_\_\_\_\_, 2013

**CARRIE AVENUE REDEVELOPMENT PROJECT - PHASE 1**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I. DEFINITIONS .....	2
1.1    Definitions.....	2
ARTICLE II. ACCEPTANCE OF PROPOSAL .....	11
2.1    Developer Designation.....	11
2.2    Developer to Advance Costs.....	11
ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT .....	12
3.1    Acquisition of Property.....	12
3.2    Condemnation.....	12
3.3    Relocation .....	12
3.4    Developer to Construct the Work .....	12
3.5    Governmental Approvals .....	13
3.6    Construction Plans; Changes .....	13
3.7    Certificate of Commencement of Construction .....	13
3.8    Certificate of Substantial Completion.....	14
3.9    Community Improvement District.....	14
3.10   City and Developer Actions with Respect to the CID .....	15
3.11   Pledge of CID Revenues.....	16
ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS .....	16
4.1    City’s Obligation to Reimburse Developer.....	16
4.2    Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s Right to Substitute .....	17
4.3    Cost Savings and Excess Profits.....	17
4.4    City’s Obligations Limited to Special Allocation Fund and Bond Proceeds.....	19

ARTICLE V. TIF OBLIGATIONS .....	19
5.1 Conditions Precedent to the Issuance of Phase 1 TIF Notes .....	19
5.2 Issuance of TIF Notes .....	19
5.3 Issuance of TIF Bonds .....	20
5.4 Application of TIF Bond Proceeds .....	21
5.5 Cooperation in the Issuance of TIF Obligations .....	22
5.6 Subordinate Notes.....	22
5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate.....	22
ARTICLE VI. SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES.....	22
6.1 Creation of Special Allocation Fund.....	23
6.2 Certification of Base for PILOTS and EATS .....	23
6.3 Application of Available Revenues .....	23
6.4 Cooperation in Determining TIF Revenues.....	24
6.5 Obligation to Report TIF Revenues .....	24
6.6 Notice to City of Transfer .....	24
ARTICLE VII. GENERAL PROVISIONS .....	24
7.1 Developer’s Right of Termination .....	24
7.2 City’s Right of Termination.....	24
7.3 Successors and Assigns.....	25
7.4 Force Majeure .....	26
7.5 Notices .....	27
7.6 Conflict of Interest .....	28
7.7 Damage or Destruction of Redevelopment Project .....	28
7.8 Inspection.....	29
7.9 Choice of Law.....	29

7.10	Entire Agreement; Amendment .....	29
7.11	Counterparts .....	29
7.12	Severability .....	29
7.13	Representatives Not Personally Liable .....	29
7.14	Attorney’s Fees .....	29
7.15	Actions Contesting the Validity and Enforceability of the Redevelopment Plan.	29
7.16	Release and Indemnification.....	30
7.17	Survival.....	31
7.18	Maintenance of the Property .....	31
7.19	Non-Discrimination .....	32
7.20	Fair Employment .....	32
7.21	MBE/WBE Compliance.....	32
ARTICLE VIII. REPRESENTATIONS OF THE PARTIES.....		32
8.1	Representations of the City.....	32
8.2	Representations of the Developer .....	32
ARTICLE I. DEFINITIONS .....		2
1.1	Definitions.....	2
ARTICLE II. ACCEPTANCE OF PROPOSAL .....		11
2.1	Developer Designation.....	11
2.2	Developer to Advance Costs.....	11
ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT .....		12
3.1	Acquisition of Property.....	12
3.2	Condemnation.....	12
3.3	Relocation .....	12
3.4	Developer to Construct the Work .....	12

3.5	Governmental Approvals .....	13
3.6	Construction Plans; Changes .....	13
3.7	Certificate of Commencement of Construction .....	13
3.8	Certificate of Substantial Completion.....	14
3.9	Community Improvement District.....	14
3.10	City and Developer Actions with Respect to the CID .....	15
3.11	Pledge of CID Revenues.....	16
ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS .....		16
4.1	City’s Obligation to Reimburse Developer.....	16
4.2	Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s Right to Substitute .....	17
4.3	Cost Savings and Excess Profits.....	17
4.4	City’s Obligations Limited to Special Allocation Fund and Bond Proceeds.....	19
ARTICLE V. TIF OBLIGATIONS .....		19
5.1	Conditions Precedent to the Issuance of Phase 2 TIF Notes .....	19
5.2	Issuance of TIF Notes .....	19
5.3	Issuance of TIF Bonds .....	20
5.4	Application of TIF Bond Proceeds .....	21
5.5	Cooperation in the Issuance of TIF Obligations.....	22
5.6	Subordinate Notes.....	22
5.7	City to Select Underwriter and Financial Advisor; Term and Interest Rate.....	22
ARTICLE VI. SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES.....		22
6.1	Creation of Special Allocation Fund.....	23
6.2	Certification of Base for PILOTS and EATS .....	23
6.3	Application of Available Revenues .....	23

6.4	Cooperation in Determining TIF Revenues .....	24
6.5	Obligation to Report TIF Revenues .....	24
6.6	Notice to City of Transfer .....	24
ARTICLE VII. GENERAL PROVISIONS .....		24
7.1	Developer’s Right of Termination .....	24
7.2	City’s Right of Termination.....	24
7.3	Successors and Assigns.....	25
7.4	Force Majeure .....	26
7.5	Notices .....	27
7.6	Conflict of Interest .....	28
7.7	Damage or Destruction of Redevelopment Project .....	28
7.8	Inspection.....	29
7.9	Choice of Law.....	29
7.10	Entire Agreement; Amendment .....	29
7.11	Counterparts .....	29
7.12	Severability .....	29
7.13	Representatives Not Personally Liable .....	29
7.14	Attorney’s Fees .....	29
7.15	Actions Contesting the Validity and Enforceability of the Redevelopment Plan.	29
7.16	Release and Indemnification.....	30
7.17	Survival.....	31
7.18	Maintenance of the Property .....	31
7.19	Non-Discrimination .....	32
7.20	Fair Employment .....	32
7.21	MBE/WBE Compliance.....	32

ARTICLE VIII. REPRESENTATIONS OF THE PARTIES..... 32

    8.1 Representations of the City..... 32

    8.2 Representations of the Developer ..... 32

**EXHIBITS**

- EXHIBIT A Legal Description of Redevelopment Area
- EXHIBIT B TIF Reimbursable Redevelopment Project Costs
- EXHIBIT C Form of Certificate of Commencement of Construction
- EXHIBIT D Form of Certificate of Reimbursable Redevelopment Project Costs
- EXHIBIT E Form of Certificate of Substantial Completion
- EXHIBIT F Equal Opportunity and Nondiscrimination Guidelines
- EXHIBIT G MBE/WBE Subcontractors List
- EXHIBIT H MBE/WBE Utilization Statement
- EXHIBIT I TIF Reporting Form

## REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF ST. LOUIS, MISSOURI (the “City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and CARRIE TIF, INC. (the “Developer”), a corporation duly incorporated 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, (2000) (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 \_\_\_\_\_, 2013 and \_\_\_\_\_, 2013 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting 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. By Ordinance No. \_\_\_\_\_, the City of St. Louis adopted that certain Carrie Avenue TIF Redevelopment Plan dated October 15, 2013 (the “Redevelopment Plan”) and designated certain real property within the City of St. Louis as a “Redevelopment Area” pursuant to the TIF Act.

D. A Developer submitted its development proposal dated August 22, 2013 (as may be amended from time to time, the “Redevelopment Proposal”) to the TIF Commission for redevelopment of the Redevelopment Area.

E. On October 30, 2013, following a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Carrie Avenue TIF Redevelopment Plan dated October 15, 2013 (as may be subsequently amended, the “Redevelopment Plan”), the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”), the redevelopment area (the “Redevelopment Area”), and recommending that the Board of Aldermen: (1) adopting tax increment financing with respect to Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan as amended, and (b) approving the Redevelopment Project.

F. On \_\_\_\_\_, 20\_\_, after due consideration of the TIF Commission’s recommendations, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming the designation of the Redevelopment Area as a “redevelopment area” as provided in the TIF Act,

approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, establishing the Carrie Avenue Special Allocation Fund and adopting tax increment allocation financing within the Redevelopment Area.

G. On \_\_\_\_\_, 20\_\_, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of Phase 1 and Phase 2, and authorizing the City to enter into this Agreement and the Redevelopment Agreement for Phase 2 with Developer.

H. On \_\_\_\_\_, 20\_\_, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] authorizing the issuance of TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

I. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

J. Pursuant to provisions of the TIF Act and Ordinance Nos. \_\_\_\_\_ , \_\_\_\_\_ and \_\_\_\_\_ [Board Bill 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 incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

## 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 Developer to a third party to acquire a fee simple interest in the Phase 1 Property.

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended.

“Agreement” means this Redevelopment Agreement pertaining to Phase 1 of the Redevelopment Project, 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 corporation or enterprise with total assets in excess of \$50,000,000.

“Approving Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] effective \_\_\_\_\_, 20\_\_, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, 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.

“Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of Phase 1 of Redevelopment Project, and authorizing the City to enter into Redevelopment Agreements for Phase 1 and Phase 2 with Developer.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of the TIF Notes, and (c) the CID Revenues Account of the Revenue Fund; 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.

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

“Bond Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the Comptroller 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.

“Carrie Avenue TIF Application,” dated August 22, 2013 and submitted by an affiliate of the Developer to the City.

“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 Phase 1.

“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 and, upon the City’s acceptance or deemed acceptance thereof, evidencing the Developer’s satisfaction of all obligations and covenants to construct Phase 1 in accordance with the Redevelopment Plan and this Agreement.

“CID” or “Community Improvement District” means a community improvement district under any name formed pursuant to the CID Act within the Phase 1 Property (which CID may also include the Phase 2 Property) for the purpose of levying the CID Sales Tax and/or CID or a Special Assessment, created by the City and maintained pursuant to the CID Act and Section 3.9 hereof.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 - 67.1571, Revised Statutes of Missouri (2000), as amended.

“CID Project” means (i) remediation of blighting conditions within the boundaries of the CID, (ii) public improvements completed within the CID, or (iii) any community improvement project approved by the CID for an area benefiting the Redevelopment Area and in accordance with the CID Act and constituting a portion of the Work.

“CID Revenues” means all revenues actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax and/or a CID Special Assessment. CID Revenues shall not include (a) 1% of the gross revenues generated by the CID Sales Tax, which the State of Missouri Department of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the CID Sales Tax within the Redevelopment Area which is captured through the adoption of tax increment financing within the Redevelopment Area and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

“CID Sales Tax” means the sales and use tax levied by the CID on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its

boundaries pursuant to the CID Act in the amount not to exceed one percent (1%), and as further discussed in Article III of this Agreement.

“CID Special Assessment” means a \$0.05/sf special assessment to be levied on the land area within the CID for a period coterminous to any tax abatement placed into effect for any Project Phase.

“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.

“City Clerk” means the Register of the City.

“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.

“Developer” means Carrie TIF, Inc., a corporation duly incorporated 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, or an attorney at law or a firm of attorneys acceptable to the Comptroller 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.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805(4) 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 Project and consistent with the Redevelopment Plan and this Agreement.

“Issuance Costs” means the amount set forth in Section 2.2(v) of this Agreement incurred by the City in furtherance of the issuance of TIF Notes for Phase 1 plus all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations for the Phase 1, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, Bond 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), 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.

“MBE/WBE Compliance Officer” means the City’s Assistant Airport Director, 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, such form being attached hereto as Exhibit G and incorporated herein by this reference.

“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, such form being attached hereto as Exhibit H and incorporated herein by this reference.

“Maturity Date” means the date that is twenty three (23) years after the effective date of the Approving Ordinance.

“Note Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] adopted by the Board of Aldermen and signed by the Mayor authorizing the TIF Notes and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

“Original Purchaser” 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.

“Phase 1” means that portion of the Redevelopment Project consisting of the construction of a new 45,000 square foot commercial building together with related infrastructure improvements.

“Phase 1 Property” means a portion of 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) within the Redevelopment Area, as identified as the “Phase 1 Property” and described in Exhibit A, attached hereto and incorporated herein by reference.

“Phase 1 Revenues” means (1) PILOTs generated from Phase 1 and (2) subject to annual appropriation, 50% of EATS generated from Phase 1, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

“Phase 1 TIF Notes” means any tax increment revenue notes issued by the City subject to this Agreement between the City and the Developer and the Note Ordinance, to evidence the

City's limited obligation to reimburse the Developer for certain costs incurred by the Developer on behalf of the City in accordance with the TIF Act.

"Phase 2" means that portion of the Redevelopment Project consisting of the construction within the Phase 2 Property of a commercial industrial building containing approximately 110,000 square feet of commercial industrial space.

"Phase 2 Developer" means Carrie TIF, Inc., a corporation duly incorporated and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

"Phase 2 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) within the Redevelopment Area, such property being identified as the "Phase 2 Property" and described in Exhibit A, attached hereto and incorporated herein by reference.

"Phase 2 Revenues" means (1) PILOTs generated from Phase 2 and (2) subject to annual appropriation, 50% of EATs generated from Phase 2, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

"Phase 2 TIF Notes" means any tax increment revenue notes issued by the City subject to an agreement between the City and the Phase 2 Developer and the Note Ordinance, to evidence the City's limited obligation to reimburse the Phase 2 Developer for certain costs incurred by the Phase 2 Developer on behalf of the City in accordance with the TIF Act.

"Post Completion Funding Source" means each of the following sources:

(i) Tax Credits:

(a) the total value of the proceeds from the sale of any transferable tax credits approved for Phase 1 of the Redevelopment 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 87% of the amount approved by the tax credit issuing authority.

(b) the equity and/or loan proceeds available from investor members or partners in Phase 1 of the Redevelopment Project who will be entitled to receive any non-transferable tax credits approved for Phase 1 of the Redevelopment Project, per the ownership documentation for Phase 1 of the Redevelopment Project property; 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 ; provided, that, if the Project has been approved for a New Markets Tax Credit investment by a New Markets Tax Credit allocate, but has not yet entered into any agreement pursuant to which such loan or equity proceeds shall be made available, then the value of such proceeds shall be 25% of the face value of the approved New Markets Tax Credit investment. The Developer shall substantiate the amount of any tax credits approved for Phase 1 of the Redevelopment 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.

(ii) Sales Proceeds: all net sales proceeds actually derived from the sale of any portion of Phase 1 of the Redevelopment Project, which net sales proceeds shall be documented by copies of the seller's closing statements for such sales, and (b) if, at the time of the submittal required pursuant to Section 4.3 of this Agreement, there remain units or portions of Phase 1 of the Redevelopment Project which are being marketed and listed as for-sale but are unsold, ninety percent (90%) of the average sale price for all sold units or portions, taking into account the size, location and amenities associated with such sold units as compared to the unsold units or portion, discounted by (a) a percentage equal to the average sales commissions paid to unrelated third parties and applied to the discounted listing price; and (b) closing costs for sold units (stated as the average amount of closing costs for such sold units).

(iii) TIF Financing: the maximum amount of TIF financing available to Phase 1 of the Redevelopment Project, as such amount is set forth in Section 4.1 hereof; and

(iv) Value of Income-Producing Space:

if Phase 1 of the Redevelopment 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 subparagraph 4.3 hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in Phase 1 of the Redevelopment 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 to be used for construction of Phase 1 and has secured such loan with a mortgage or security interest in the Phase 1 Property.

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

“Redevelopment Area” means the real property described in the Redevelopment Plan as the “Redevelopment Area”.

“Redevelopment Plan” means the plan titled “Carrie Avenue TIF Redevelopment Plan” dated October 15, 2013 and approved by the City pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means the Redevelopment Project with respect to the Redevelopment Area identified by the Redevelopment Plan, consisting of the rehabilitation of the existing buildings within the Redevelopment Area and construction of new improvements into industrial and commercial space, which Redevelopment Project is comprised of Phase 1 and Phase 2.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled Carrie Avenue Redevelopment Area TIF Application, dated August 22, 2013.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs with respect to Phase 1 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, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“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 Carrie Avenue Special Allocation Fund, created by the Ordinance No. \_\_\_\_\_ in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project 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 City (excluding debt service);

PLUS

(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:

(i) the amount of net leasable 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 the TIF;

LESS

(ii) the amount of net leasable square footage multiplied by the average annualized actual and/or reasonable operating expenses as determined by the City (excluding debt service) per square foot of the Income Producing Space .

The City shall incorporate a 7% vacancy rate for all Income-Producing Space.

“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 all Phase 1 TIF Notes and Phase 2 TIF Notes, collectively.

“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 all Phase 1 Revenues plus all Phase 2 Revenues.

“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 the Phase 1 or the Work, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by the provisions of Section 4.3 hereof.

“Work” means, with respect to Phase 1, all work necessary to prepare the Phase 1 Property and to construct or cause the construction and completion of Phase 1 as described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, including, but not limited to: (1) property acquisition; (2) site preparation and environmental remediation; (3) rehabilitation, renovation or reconstruction of existing structures or construction of new structures or

improvements within the Redevelopment Area; (4) construction, reconstruction, renovation and/or rehabilitation of 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; (6) and all other work described in the Redevelopment Proposal, Redevelopment Plan and this Agreement with respect to Phase 1, or reasonably necessary to effectuate the intent of this Agreement.

## **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 all Redevelopment Project Costs as necessary to acquire the Phase 1 Property and to complete the Work with respect to Phase 1, all subject to the Developer's right to abandon Phase 1 and to terminate this Agreement as set forth in Section 7.1 of this Agreement. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer, and Phase 2 Developer, collectively, of a combined sum totaling a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee;

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer, paid the sum of Six Thousand Three Hundred Dollars and no/100 (\$6,300.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to Section 4.1 of this Agreement), 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 simultaneously with the execution of this Agreement, pay the sum of Six Thousand Three Hundred Dollars and no/100 (\$6,300.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to Section 4.1 of this Agreement), 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;

(iv) the Developer shall pay to the Comptroller and SLDC their pro rata shares (equal to the percentage of the total TIF Notes represented by the total Phase 1 TIF Notes) of an additional amount to reimburse the Comptroller and SLDC for their actual legal expenses 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 the Redevelopment Agreement and any agreement between the City and the Phase 2 Developer, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid concurrently with the execution of the Redevelopment Agreement, and (ii) all such costs incurred after the date of execution of the Redevelopment Agreement 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 Phase 1 TIF Notes; and

(v) the Developer shall, concurrently with the issuance of any Phase 1 TIF Notes, pay to the Comptroller a flat fee to be reasonably determined by the City in its sole discretion at the time of issuance to pay for the City's Issuance Costs of such Phase 1 TIF Notes.

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

### **ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT**

3.1 Acquisition of Property. Developer represents that, as of the date of this Agreement, Developer or a Related Entity is the fee owner of the Phase 1 Property or the owner of development rights over the Phase 1 Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of 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 Phase 1 Property in the Redevelopment Area.

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 of this Agreement, 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 the Work within one hundred eighty (180) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work 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, 2017 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 of this Agreement, 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, 2017.

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 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 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 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 Project 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 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 3.6, "material changes" shall mean (i) any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area to an amount less than 90% of the aggregate amount of TIF Revenues as projected in that certain Cost-Benefit Analysis - Carrie Avenue TIF Redevelopment Plan dated as of October 15, 2013 (as may be amended), and placed on file with SLDC; or (ii) any change that would reduce the final total square footage of commercial space within Phase 1 by more than ten percent (10%) of the estimated number commercial square footage set forth in that certain Cost-Benefit Analysis - Carrie Avenue TIF Redevelopment Plan dated as of October 15, 2013 (as may be amended), and placed on file with SLDC.

3.7 Certificate of Commencement of Construction. 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 Phase 1 in accordance with the schedule set forth in Section 3.4 of this Agreement 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 the Work, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the SLDC shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, 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 thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or SLDC, within thirty (30) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the Work, 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 his designee or the SLDC in accordance with this Section and the thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the SLDC for Phase 1, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion 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. 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. Developer shall, prior to submitting its Certificate of Substantial Completion, pursue the creation of the CID pursuant to the CID Act. The CID shall be created solely for the purpose of providing tax revenues in addition to TIF Revenues for funding Redevelopment Project Costs paid or incurred in connection with the CID Project.

The Developer shall use its best efforts to cause the CID to be created and to operate in accordance with the following:

3.9.1. The CID's boundaries shall include all of Redevelopment Area and may also include additional parcels outside of Redevelopment Area.

3.9.2. The CID shall be formed as a political subdivision of the State of Missouri.

3.9.3. The CID shall be authorized to impose the CID Sales Tax and a special assessment of \$0.05/square foot on the land in the Redevelopment Area for a period coterminous to any property tax abatement in the Redevelopment Area.

3.9.4. 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.

3.9.5. Each member of the CID's Board of Directors must have all of the following characteristics:

(i) be at least eighteen (18) years of age; and

(ii) be an Owner (as defined in Section 67.1401.2(11) of the CID Act) of a business operating within the CID or property within the CID classified as commercial, or be a legally authorized representative of an Owner located within the District.

3.9.6. The CID's Board of Directors shall be appointed by the Mayor of the City pursuant to the CID Act.

3.9.7. The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.

3.9.8. The CID shall maintain its existence until all TIF Obligations have been paid in full, at which time the CID shall dissolve and the CID Sales Tax and CID Special Assessment shall no longer be levied unless a subsequent project has been authorized by the CID and approved by the City in accordance with the CID Act.

3.9.9. All CID Revenues generated from within the Phase 1 Property shall be deposited into the CID Revenues Account of the Special Allocation Fund to provide for the payment of principal of and interest on TIF Obligations issued in connection with the CID Project and as authorized under the CID Act.

3.9.10. The CID shall not, without the City's consent, issue any obligations to be paid with CID Revenues.

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 the 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:

3.10.1. 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's Office, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if written approval

or denial of the form petition is not received by the Developer within fifteen (15) days from receipt thereof.

3.10.2. The Developer, as the owner of record of all real property located within the Phase 1 Property, shall in good faith cooperate and assist in obtaining approval for and levying of the CID Sales Tax contemplated by the Agreement by voting to approve the CID Sales Tax at an election held in accordance with Section 67.1545 of the CID Act.

3.10.3. The Developer shall use its best efforts to ensure that every retailer within the Phase 1 Property 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.

3.10.4. 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.

3.10.5. Developer shall, together with the Phase 2 Developer, pay or cause to be paid all costs incurred by the City in connection with the creation of the CID, which shall constitute Reimbursable Redevelopment Project Costs.

3.11 Pledge of CID Revenues. Subject to any limitation set forth in the CID Act, the Developer shall use its best efforts to cause the CID to enter into a cooperation agreement with the City to pledge all CID Revenues generated within the Phase 1 Property that are from time to time on deposit in the CID Revenues Account of the Special Allocation Fund solely to the payment of debt service on the portion of the TIF Obligations for Phase 1 related to the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of CID Revenues and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the CID nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations, and any pledge of CID Revenues shall be subject to the limitations on the term of obligations issued by a CID as set forth in the CID Act.

#### **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 the verified Reimbursable Redevelopment Project Costs in the total amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000) plus Issuance Costs as provided in Section 5.2 of this Agreement, subject to the limitations of Article IV of this Agreement. The City's obligation to reimburse Developer up to the verifiable Reimbursable Project Costs as set forth in this Agreement shall be reduced by \$650,000 until Developer has (1) caused the CID to impose the CID Sales Tax and CID Special Assessment and (2) the City, Developer and the CID have entered into a cooperation agreement. The Developer shall not be entitled to payment of Reimbursable Project Costs until such time as the CID is formed and a cooperation agreement is executed by the parties, unless such failures are the result of actions on behalf of the City.

Notwithstanding anything to the contrary contained herein, the maximum reimbursement amounts set forth above shall be reduced by any reimbursement for verified Reimbursable Redevelopment Project Costs that the Developer receives from the City with respect to Phase 2.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project 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" under Section 99.805 of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project 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 receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project 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 Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth in Exhibit B up to the maximum aggregate amount established in Section 4.1 of this Agreement; provided, that the Developer shall be obligated to advance to the City the full amounts identified in Section 2.2, clauses (i)-(v), of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805 of the TIF Act, the City shall so notify the Developer in writing within the thirty (30) day period referenced in this Section 4.2, 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 Project Costs as Reimbursable Redevelopment Project 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 Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project 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 Developer in accordance with Section 3.8 of this Agreement, Developer also shall furnish to the City for the City's review and approval, (a) a statement of Verified Total Project Costs, 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 Phase 1 of the Redevelopment Project.

Developer shall not include developer fees, project management, construction management 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 as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for Phase 1 of 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 eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 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 shall complete its review of the statements and other documentation provided by the Developer pursuant to this Section and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Should the City 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, 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 shall review any supplemental materials provided by the Developer within forty-five (45) days of receipt and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Developer shall respond to any notification by the City pursuant to this section within sixty (60) days of receipt of such notification. Once the City has issued any such notification, the City shall not be required to make the calculations specified in the following paragraph until the City has received all documentation deemed necessary by the City in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such sixty (60) day period, the City 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 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 of this Agreement and the maximum amount of any Phase 1 TIF Notes which shall be issued by the City in accordance with Section 5.2 of this Agreement 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 Phase 1 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, TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project 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 the TIF Obligations or to pay any Reimbursable Redevelopment Project 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 Phase 1 TIF Notes. No Phase 1 TIF Notes shall be issued until such time as the City has (i) accepted a Certificate of Substantial Completion in accordance with the procedures set forth in Section 3.8 of this Agreement; (ii) approved a Certificate of Reimbursable Redevelopment Project Costs 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 of this Agreement; (iii) obtained an opinion of Bond Counsel regarding the taxable nature of the Phase 1 TIF Notes; (iv) received the full payment of all advances required to be paid under Section 2.2 of this Agreement; (v) 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; (vi) the completion of the calculation contemplated in Section 4.3 of this Agreement; and (vii) determination of the final size of the TIF Notes.

5.2 Issuance of TIF Notes. The City agrees to issue one or more Phase 1 TIF Notes with respect to Phase 1 as provided in this Agreement and the Note Ordinance to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the maximum amount established in Section 4.1 of this Agreement, subject to the limitations of Article IV of this Agreement. The Phase 1 TIF Notes shall be in the form attached to the Note Ordinance as Exhibit B-1, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, the Phase 1 TIF Notes shall not be amended for the purposes of this Agreement without the written consent of Developer.

5.2.1. Terms. Each Phase 1 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) calendar days prior to the scheduled closing date for issuance of the Phase 1 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 Phase 1 TIF Notes, (i) plus four percent (4%) if the interest on such Phase 1 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 Phase 1 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 Phase 1 TIF Notes exceed ten percent (10%) per annum. All Phase 1 TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Phase 1 TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

5.2.2. Procedures for Issuance of Phase 1 TIF Notes. Within a reasonable period of time but not to exceed ninety (90) days of Developer’s satisfaction of the conditions of Section 5.1 of this Agreement, the City shall issue a Phase 1 TIF Note to an Original Purchaser evidencing reimbursement of Reimbursable Redevelopment Project Costs. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of a Phase 1 TIF Note as provided in this Section 5.2.2, the Developer shall be deemed to have advanced funds necessary to purchase such Phase 1 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 Phase 1 TIF Notes. All Phase 1 TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each March 1 and September 1 (each, a “Payment Date”) occurring after the acceptance by the City of the Certificate of Substantial Completion at a redemption price equal to 100% of the principal amount being redeemed, 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 refund all or a portion of the outstanding Phase 1 Notes.

5.3.2. Upon receipt of a written request by Developer and upon the City’s underwriter’s recommendation 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 recommendation 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 determines 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. 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 Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, 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 City's underwriter has determined that such bonds cannot be issued at such time.

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

(i) Acceptance by the City of the Certificate of Substantial Completion for Phase 1;

(ii) Review of projections of Phase 1 Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available Phase 1 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 City's underwriter;

(iii) Developer's documentation of stabilization of Phase 1 for a minimum period of two (2) years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for Phase 1 in connection with the issuance of the TIF Bonds;

(iv) 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 the outstanding Phase 1 TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the Phase 1 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 the outstanding Phase 1 TIF Notes; and

(v) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Phase 1 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 costs relating to the issuance of the TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on the Phase 1 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 City's underwriter.

5.5 Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, the Authority, underwriters and financial 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 disclosure of tenants of 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 Developer, but upon the execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. 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 provision of this Agreement to make any provision a covenant running with the land by recording this Agreement in the Office of the Recorder of Deeds of the City of St. Louis.

5.6 Subordinate Notes. Phase 1 TIF Notes may be issued in two series, with one series subordinate to Phase 1 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 Phase 1 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 of this Agreement.

If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding Phase 1 TIF Notes, the Phase 1 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 Phase 1 TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in Sections 5.2 and 6.3 of this Agreement.

5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter 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. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a “PILOTs Account,” an “EATs Account,” 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 the CID 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, all Economic Activity Taxes into the EATs Account, and all CID Revenues in the CID Revenues Account.

6.2 Certification of Base for PILOTs and EATS.

6.2.1. 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, 2012.

6.2.2. Within ninety (90) days after execution of the Redevelopment 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 and the Phase 1 Property 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 and the Phase 1 Property for the calendar year ending December 31, 2012, 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.

6.3 Application of Available Revenues. 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 Notes as provided in the Note Ordinance and this Agreement.

Upon the payment in full of the principal of and interest on all TIF Notes (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 Act.

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.

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, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

6.5 Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Phase 1 Property, and any lessee or other user of real property located within the Phase 1 Property required to pay Phase 1 Revenues, shall use all reasonable efforts to timely fulfill such obligations as are required by Section 6.4 of this Agreement. 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 Phase 1 Property or any interest therein as permitted by Section 7.3.2 of this Agreement at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Phase 1 Property or any interest therein and shall identify the Phase 1 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 except as may be required by Section 4.3.

## **ARTICLE VII. GENERAL PROVISIONS**

7.1 Developer's Right of Termination. At any time prior to the delivery of a Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon Phase 1 and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that Phase 1 is no longer economically feasible. 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.

7.2 City's Right of Termination. The City may terminate this Agreement if (i) 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 within one hundred

eighty (180) days of the date of this Agreement; provided, however, that termination under this Section 7.2 (i) may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with Section 3.8 of this Agreement and the schedule set forth in Section 3.4 of this Agreement. Upon such termination, the City shall have no obligation to issue a Phase 1 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 Phase 1 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 Project, whereupon the party disposing of its interest in the Phase 1 Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Phase 1 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 Phase 1, the fee title to the Phase 1 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 Phase 1 Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs with respect to Phase 1, 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; and (b) the right of Developer to transfer the Phase 1 Property or to assign the Developer's rights, duties and obligations under this Agreement to any Related Entity; (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 (Carrie TIF, Inc.) shall remain liable hereunder for the substantial completion of Phase 1, subject, however, to Developer's right of termination pursuant to Section 7.1 of this Agreement, and shall be released from such liability hereunder only upon substantial completion of Phase 1, 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 which shall require no notice except as required by Section 4.3.

7.3.3. Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Phase 1 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.

7.4 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 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; 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 Project or the TIF Obligations or this Agreement; provided that (i) 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 (ii) the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.5 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 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.

- (i) In the case of the Developer, to:

Carrie TIF, Inc.  
8451 Maryland, Suite 200  
St. Louis, Missouri 63105  
Attention: Phil Hulse  
Facsimile: (314) 726-2725

With a copy to:

Polsinelli PC  
100 S. Fourth Street, Suite 1000  
St. Louis, MO 63102  
Attn: William Kuehling  
Facsimile: (314) 622-5678

- (ii) In the case of the City, to:

City of St. Louis  
1520 Market Street, Room 2000  
St. Louis, Missouri 63103  
Attention: Otis Williams, Director for Development  
Facsimile: 314-613-7011

and

City of St. Louis Office of the Comptroller  
1520 Market Street, Room 3005  
St. Louis, MO 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller  
Facsimile: 314-588-0550

With a copy to:

City of St. Louis City Counselor  
1200 Market Street  
City Hall, Room 314  
St. Louis, Missouri 63102  
Attention: Rebecca Wright, Assistant City Counselor  
Facsimile: 314-622-4956

and

Armstrong Teasdale LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis, Missouri 63105  
Attention: Thomas J. Ray  
Facsimile: 314-621-5065

(iii) In the case of the SLDC, to:

St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103  
Attention: Dale Ruthsatz  
Facsimile: 314-657-3971

7.6 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.

7.7 Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to Phase 1 of the Redevelopment Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any Phase 1 TIF Notes are outstanding and the Developer or a Related Entity owns the Phase 1 Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that Phase 1 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 of or interest on the Phase 1 TIF Notes shall immediately terminate and the Developer shall promptly surrender the Phase 1 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 Phase 1 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 Phase 1, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or Phase 1 TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.8 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.

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

7.10 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.

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

7.12 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.

7.13 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.

7.14 Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to Section 7.4, the prevailing party shall recover from the non-prevailing party the prevailing party's attorney's fees, in addition to any other damages to which it is entitled.

7.15 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event 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 which the Developer would agree to, 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 Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

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 Phase 1 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 Phase 1 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 attorney's 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 financial 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 Phase 1 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 Project 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, clauses (iii)-(v), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17 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 Phase 1 Property during the construction of Phase 1 or any portion thereof. Upon substantial completion of Phase 1 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 Phase 1 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 of this Agreement), 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 Phase 1 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 Phase 1 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. The Developer shall comply with the Mayor's Executive Orders #28 and #47 and Ordinance No. 69427, which codified Executive Order 46, to the extent applicable, during the design and construction of the Redevelopment Project and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Project.

## **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 Phase 1 TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Phase 1 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” CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Francis G. Slay, Mayor

By: \_\_\_\_\_  
Darlene Green, Comptroller

(SEAL)

Attest:

\_\_\_\_\_  
Parrie May, City Register

Approved as to Form:

\_\_\_\_\_  
Patti Hagemann, City Counselor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

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.

“DEVELOPER”

CARRIE TIF, INC., a Missouri corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Carrie TIF, Inc., a Missouri corporation, and that he is authorized to sign the instrument on behalf of said corporation by authority of its board of directors, and acknowledged to me that he executed the within instrument as said corporation’s free act and deed.

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

\_\_\_\_\_

Notary Public

My Commission Expires:

EXHIBIT A  
Legal Description of the Redevelopment Area

PROPERTY DESCRIPTION  
TOTAL TRACT

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 2166.96 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23 minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line, North 37 degrees 10 minutes 22 seconds West, 1992.43 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 1,569,509 square feet or 36.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 1

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line, South 38 degrees 23 minutes 51 seconds East, 1285.06 feet; thence departing last said right-of-way line South 51 degrees 38 minutes 37 seconds West, 579.59 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line the following courses and distances: North 37 degrees 10 minutes 22 seconds West, 1170.25 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 740,519 square feet or 17.000 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 2

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408; thence along said right-of-way line the following courses and distances: South 58 degrees 32 minutes 50 seconds East, 118.30 feet to the beginning of a curve to the right having a radius of 396.20 feet; along said curve with an arc length of 46.27 feet and a chord which bears South 40 degrees 00 minutes 44 seconds East, 46.24 feet and South 37 degrees 10 minutes 22 seconds East, 1170.25 feet to the POINT OF BEGINNING of the herein described tract; thence departing last said right-of-way line, North 51 degrees 38 minutes 37 seconds East, 579.59 feet to the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 881.90 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23

minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of above said Terminal Railroad Association tract; thence along said right-of-way line North 37 degrees 10 minutes 22 seconds West, 822.18 feet to the Point of Beginning and containing 828,990 square feet or 19.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

EXHIBIT B  
Phase 1 - TIF Reimbursable Redevelopment Project Costs

CATEGORY

- a) Acquisition Costs (as defined in Section 1.1 of this Agreement).
- b) Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
- c) Site Preparation and Public Improvements Costs (includes, but is not limited to, street and sidewalk improvements, parking facilities, utility work and resetting of curbs and landscaping and lighting in the right of way areas).
- d) Rehabilitation, renovation, or reconstruction of any existing structures or construction of new structures or improvements.
- e) Financing Costs (includes, but is not limited to, loan fees, disbursing fees, lender's legal fees, loan appraisals, flood certificates, tax credit investor fees and any and all other costs incurred by the Developer in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
- f) Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
- g) Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
- h) TIF Costs & Issuance Costs incurred by the Developer pursuant to Section 2.2(i) - 2.2.(v) of this Agreement.

---

<sup>1</sup> Subject to the limitations set forth in Section 4.2 of this Agreement, provided that such costs shall not exceed the aggregate amount of \$2,100,000 plus Issuance Costs as provided in Section 4.1 of the Agreement.

EXHIBIT C  
Form of Certificate of Commencement of Construction

DELIVERED BY CARRIE TIF, INC.

The undersigned, CARRIE TIF, INC. (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. All Phase 1 Property within the Redevelopment Area necessary for Phase 1 (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to construct Phase 1.
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 Phase 1.
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 Phase 1.

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\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
Form of Certificate of  
Reimbursable Redevelopment Project Costs

TO: City of St. Louis  
Office of Comptroller  
1520 Market Street, Room 3005  
St. Louis, Missouri 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Carrie Redevelopment Project - Phase 1

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of , 20\_\_ (the “Agreement”), between the City and Carrie TIF, Inc., a Missouri corporation (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 Phase 1 of the Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been 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 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.
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 \_\_\_\_\_, \_\_\_\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ST. LOUIS DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project

Costs:

Payee:

Amount:

Description of Reimbursable Redevelopment Project Costs:

EXHIBIT E  
Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Carrie TIF, Inc., a Missouri corporation (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_, 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 Phase 1 (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
3. The 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 Phase 1 has been substantially completed in accordance with the Agreement.
5. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
6. This 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 Phase 1.
7. The acceptance (below) or the failure of the SLDC and the Mayor or his designee to object in writing to this Certificate within thirty (30) 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 his 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\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

ST. LOUIS DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 connection with the Redevelopment Project related to any of the Phase 1 Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any of the Phase 1 Property or any improvements constructed or to be constructed on the Phase 1 Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall comply with the Mayor's Executive Orders #28 and #47 and Ordinance No. 69427, which codified Executive Order 46.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

**EXHIBIT G**  
**MBE/WBE Subcontractors List**

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

**FIRM NAME MBE or WBE BID ITEM(S) OF WORK TO BE PERFORMED SUBCONTRACT OR SUPPLY CONTRACT AMOUNT**

**EXHIBIT H**  
**MBE/WBE Utilization Statement**

Policy: It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor's Executive Order of July 24, 1997, as amended, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

Contracting Agency: _____	
Project Name: _____	
Letting Number: _____ Date: _____	
Contract MBE/WBE Goal: 25% MBE and 5% WBE Participation	
Total Dollar Amount of Prime Contract:	\$ _____
Total Dollar Amount of Proposed MBE:	\$ _____ Percent MBE _____
Total Dollar Amount of Proposed WBE:	\$ _____ Percent WBE _____

Obligation: The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor's Executive Order #28, as amended.

Assurance: I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my company will (check one):

\_\_\_\_\_ Meet or exceed contract award goals and provide participation as shown above.

\_\_\_\_\_ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s):

Prime Contractor Authorized Signature

Title:

Date:

**EXHIBIT 1**  
**Reporting Forms**

**Tax Increment Financing (TIF) District:**

**Quarterly Information\***

**For Period:**

---

Business Name:

---

Address:\*\*

---

---

Contact Person:

---

Phone Number:

---

Federal I.D. Number:

---

State I.D. Number:

---

Sales Tax Site Number:

---

Earnings Tax withholding:  
*(Form W-10)*

Earnings tax:  
*(Business Return Form 234 - Annual)*

Payroll tax:  
*(Form P-10)*

Please forward the above information to:

**City of St. Louis, Comptroller's Office**  
**Tax Increment Financing**  
**1520 Market Street, Room 3005**  
**St. Louis, Missouri 63103**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
hereby certify that I am authorized by \_\_\_\_\_ to release  
such confidential tax records referenced herein and that such records are true  
and correct to my knowledge.

\_\_\_\_\_

*Signature*

\* This information will not be part of any public record.

\*\* Information is required for this specific location only. Do not combine with any other location.

EXHIBIT B

Phase 2 Redevelopment Agreement by and between  
the City of St. Louis and the Developer

(Attached hereto)

**REDEVELOPMENT AGREEMENT**

**Between the**

**CITY OF ST. LOUIS, MISSOURI**

**And**

**CARRIE TIF, INC.**

**Dated as of**

\_\_\_\_\_, 2013

**CARRIE AVENUE REDEVELOPMENT PROJECT - PHASE 2**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I. DEFINITIONS .....	2
1.1    Definitions.....	2
ARTICLE II. ACCEPTANCE OF PROPOSAL .....	11
2.1    Developer Designation.....	11
2.2    Developer to Advance Costs.....	11
ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT .....	12
3.1    Acquisition of Property.....	12
3.2    Condemnation.....	12
3.3    Relocation .....	12
3.4    Developer to Construct the Work .....	12
3.5    Governmental Approvals .....	13
3.6    Construction Plans; Changes .....	13
3.7    Certificate of Commencement of Construction .....	13
3.8    Certificate of Substantial Completion.....	14
3.9    Community Improvement District.....	14
3.10   City and Developer Actions with Respect to the CID .....	15
3.11   Pledge of CID Revenues.....	16
ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS .....	16
4.1    City’s Obligation to Reimburse Developer.....	16
4.2    Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s Right to Substitute .....	17
4.3    Cost Savings and Excess Profits.....	17
4.4    City’s Obligations Limited to Special Allocation Fund and Bond Proceeds.....	19

ARTICLE V. TIF OBLIGATIONS .....	19
5.1 Conditions Precedent to the Issuance of Phase 1 TIF Notes .....	19
5.2 Issuance of TIF Notes .....	19
5.3 Issuance of TIF Bonds .....	20
5.4 Application of TIF Bond Proceeds .....	21
5.5 Cooperation in the Issuance of TIF Obligations .....	22
5.6 Subordinate Notes.....	22
5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate.....	22
ARTICLE VI. SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES.....	22
6.1 Creation of Special Allocation Fund.....	23
6.2 Certification of Base for PILOTS and EATS .....	23
6.3 Application of Available Revenues .....	23
6.4 Cooperation in Determining TIF Revenues.....	24
6.5 Obligation to Report TIF Revenues .....	24
6.6 Notice to City of Transfer .....	24
ARTICLE VII. GENERAL PROVISIONS .....	24
7.1 Developer’s Right of Termination .....	24
7.2 City’s Right of Termination.....	24
7.3 Successors and Assigns.....	25
7.4 Force Majeure .....	26
7.5 Notices .....	27
7.6 Conflict of Interest .....	28
7.7 Damage or Destruction of Redevelopment Project .....	28
7.8 Inspection.....	29
7.9 Choice of Law.....	29

7.10	Entire Agreement; Amendment .....	29
7.11	Counterparts .....	29
7.12	Severability .....	29
7.13	Representatives Not Personally Liable .....	29
7.14	Attorney’s Fees .....	29
7.15	Actions Contesting the Validity and Enforceability of the Redevelopment Plan.	29
7.16	Release and Indemnification.....	30
7.17	Survival.....	31
7.18	Maintenance of the Property .....	31
7.19	Non-Discrimination .....	32
7.20	Fair Employment .....	32
7.21	MBE/WBE Compliance.....	32
ARTICLE VIII. REPRESENTATIONS OF THE PARTIES.....		32
8.1	Representations of the City.....	32
8.2	Representations of the Developer .....	32
ARTICLE I. DEFINITIONS .....		2
1.1	Definitions.....	2
ARTICLE II. ACCEPTANCE OF PROPOSAL .....		11
2.1	Developer Designation.....	11
2.2	Developer to Advance Costs.....	11
ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT .....		12
3.1	Acquisition of Property.....	12
3.2	Condemnation.....	12
3.3	Relocation .....	12
3.4	Developer to Construct the Work .....	12

3.5	Governmental Approvals .....	13
3.6	Construction Plans; Changes .....	13
3.7	Certificate of Commencement of Construction .....	13
3.8	Certificate of Substantial Completion.....	14
3.9	Community Improvement District.....	14
3.10	City and Developer Actions with Respect to the CID .....	15
3.11	Pledge of CID Revenues.....	16
ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS .....		16
4.1	City’s Obligation to Reimburse Developer.....	16
4.2	Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s Right to Substitute .....	17
4.3	Cost Savings and Excess Profits.....	17
4.4	City’s Obligations Limited to Special Allocation Fund and Bond Proceeds.....	19
ARTICLE V. TIF OBLIGATIONS .....		19
5.1	Conditions Precedent to the Issuance of Phase 2 TIF Notes .....	19
5.2	Issuance of TIF Notes .....	19
5.3	Issuance of TIF Bonds .....	20
5.4	Application of TIF Bond Proceeds .....	21
5.5	Cooperation in the Issuance of TIF Obligations.....	22
5.6	Subordinate Notes.....	22
5.7	City to Select Underwriter and Financial Advisor; Term and Interest Rate.....	22
ARTICLE VI. SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES.....		22
6.1	Creation of Special Allocation Fund.....	23
6.2	Certification of Base for PILOTS and EATS .....	23
6.3	Application of Available Revenues .....	23

6.4	Cooperation in Determining TIF Revenues .....	24
6.5	Obligation to Report TIF Revenues .....	24
6.6	Notice to City of Transfer .....	24
ARTICLE VII. GENERAL PROVISIONS .....		24
7.1	Developer’s Right of Termination .....	24
7.2	City’s Right of Termination.....	24
7.3	Successors and Assigns.....	25
7.4	Force Majeure .....	26
7.5	Notices .....	27
7.6	Conflict of Interest .....	28
7.7	Damage or Destruction of Redevelopment Project .....	28
7.8	Inspection.....	29
7.9	Choice of Law.....	29
7.10	Entire Agreement; Amendment .....	29
7.11	Counterparts .....	29
7.12	Severability .....	29
7.13	Representatives Not Personally Liable .....	29
7.14	Attorney’s Fees .....	29
7.15	Actions Contesting the Validity and Enforceability of the Redevelopment Plan.	29
7.16	Release and Indemnification.....	30
7.17	Survival.....	31
7.18	Maintenance of the Property .....	31
7.19	Non-Discrimination .....	32
7.20	Fair Employment .....	32
7.21	MBE/WBE Compliance.....	32

ARTICLE VIII. REPRESENTATIONS OF THE PARTIES.....	32
8.1 Representations of the City.....	32
8.2 Representations of the Developer.....	32

**EXHIBITS**

- EXHIBIT A Legal Description of Redevelopment Area
- EXHIBIT B TIF Reimbursable Redevelopment Project Costs
- EXHIBIT C Form of Certificate of Commencement of Construction
- EXHIBIT D Form of Certificate of Reimbursable Redevelopment Project Costs
- EXHIBIT E Form of Certificate of Substantial Completion
- EXHIBIT F Equal Opportunity and Nondiscrimination Guidelines
- EXHIBIT G MBE/WBE Subcontractors List
- EXHIBIT H MBE/WBE Utilization Statement
- EXHIBIT I TIF Reporting Form

## REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF ST. LOUIS, MISSOURI (the “City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and CARRIE TIF, INC. (the “Developer”), a corporation duly incorporated 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, (2000) (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 \_\_\_\_\_, 2013 and \_\_\_\_\_, 2013 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting 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. By Ordinance No. \_\_\_\_\_, the City of St. Louis adopted that certain Carrie Avenue TIF Redevelopment Plan dated October 15, 2013 (the “Redevelopment Plan”) and designated certain real property within the City of St. Louis as a “Redevelopment Area” pursuant to the TIF Act.

D. A Developer submitted its development proposal dated August 22, 2013 (as may be amended from time to time, the “Redevelopment Proposal”) to the TIF Commission for redevelopment of the Redevelopment Area.

E. On October 30, 2013, following a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Carrie Avenue TIF Redevelopment Plan dated October 15, 2013 (as may be subsequently amended, the “Redevelopment Plan”), the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”), the redevelopment area (the “Redevelopment Area”), and recommending that the Board of Aldermen: (1) adopting tax increment financing with respect to Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan as amended, and (b) approving the Redevelopment Project.

F. On \_\_\_\_\_, 20\_\_, after due consideration of the TIF Commission’s recommendations, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming the designation of the Redevelopment Area as a “redevelopment area” as provided in the TIF Act,

approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, establishing the Carrie Avenue Special Allocation Fund and adopting tax increment allocation financing within the Redevelopment Area.

G. On \_\_\_\_\_, 20\_\_, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of Phase 1 and Phase 2, and authorizing the City to enter into this Agreement and the Redevelopment Agreement for Phase 2 with Developer.

H. On \_\_\_\_\_, 20\_\_, the Mayor signed Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] authorizing the issuance of TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

I. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

J. Pursuant to provisions of the TIF Act and Ordinance Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ [Board Bill 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 incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

## 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 Developer to a third party to acquire a fee simple interest in the Phase 2 Property.

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended.

“Agreement” means this Redevelopment Agreement pertaining to Phase 2 of the Redevelopment Project, 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 corporation or enterprise with total assets in excess of \$50,000,000.

“Approving Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] effective \_\_\_\_\_, 20\_\_, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, 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.

“Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of Phase 2 of Redevelopment Project, and authorizing the City to enter into Redevelopment Agreements for Phase 1 and Phase 2 with Developer.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of the TIF Notes, and (c) the CID Revenues Account of the Revenue Fund; 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.

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

“Bond Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the Comptroller 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.

“Carrie Avenue TIF Application,” dated August 22, 2013 and submitted by an affiliate of the Developer to the City.

“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 Phase 2.

“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 and, upon the City’s acceptance or deemed acceptance thereof, evidencing the Developer’s satisfaction of all obligations and covenants to construct Phase 2 in accordance with the Redevelopment Plan and this Agreement.

“CID” or “Community Improvement District” means a community improvement district under any name formed pursuant to the CID Act within the Phase 2 Property (which CID may also include the Phase 2 Property) for the purpose of levying the CID Sales Tax and/or CID or a Special Assessment, created by the City and maintained pursuant to the CID Act and Section 3.9 hereof.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 - 67.1571, Revised Statutes of Missouri (2000), as amended.

“CID Project” means (i) remediation of blighting conditions within the boundaries of the CID, (ii) public improvements completed within the CID, or (iii) any community improvement project approved by the CID for an area benefiting the Redevelopment Area and in accordance with the CID Act and constituting a portion of the Work.

“CID Revenues” means all revenues actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax and/or a CID Special Assessment. CID Revenues shall not include (a) 1% of the gross revenues generated by the CID Sales Tax, which the State of Missouri Department of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the CID Sales Tax within the Redevelopment Area which is captured through the adoption of tax increment financing within the Redevelopment Area and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

“CID Sales Tax” means the sales and use tax levied by the CID on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its

boundaries pursuant to the CID Act in the amount not to exceed one percent (1%), and as further discussed in Article III of this Agreement.

“CID Special Assessment” means a \$0.05/sf special assessment to be levied on the land area within the CID for a period coterminous to any tax abatement placed into effect for any Project Phase.

“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.

“City Clerk” means the Register of the City.

“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.

“Developer” means Carrie TIF, Inc., a corporation duly incorporated 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, or an attorney at law or a firm of attorneys acceptable to the Comptroller 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.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805(4) 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 Project and consistent with the Redevelopment Plan and this Agreement.

“Issuance Costs” means the amount set forth in Section 2.2(v) of this Agreement incurred by the City in furtherance of the issuance of TIF Notes for Phase 2 plus all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations for the Phase 2, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, Bond 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), 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.

“MBE/WBE Compliance Officer” means the City’s Assistant Airport Director, 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, such form being attached hereto as Exhibit G and incorporated herein by this reference.

“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, such form being attached hereto as Exhibit H and incorporated herein by this reference.

“Maturity Date” means the date that is twenty three (23) years after the effective date of the Approving Ordinance.

“Note Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] adopted by the Board of Aldermen and signed by the Mayor authorizing the TIF Notes and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

“Original Purchaser” 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.

“Phase 2” means that portion of the Redevelopment Project consisting of the construction of a new commercial building containing between approximately 90,000 square feet and 130 square feet together with related infrastructure improvements.

“Phase 2 Property” means a portion of 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) within the Redevelopment Area, as identified as the “Phase 2 Property” and described in Exhibit A, attached hereto and incorporated herein by reference.

“Phase 2 Revenues” means (1) PILOTs generated from Phase 2 and (2) subject to annual appropriation, 50% of EATS generated from Phase 2, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

“Phase 2 TIF Notes” means any tax increment revenue notes issued by the City subject to this Agreement between the City and the Developer and the Note Ordinance, to evidence the

City's limited obligation to reimburse the Developer for certain costs incurred by the Developer on behalf of the City in accordance with the TIF Act.

"Phase 1" means that portion of the Redevelopment Project consisting of the construction within the Phase 1 Property of a commercial industrial building containing approximately 45,000 square feet of commercial industrial space.

"Phase 1 Developer" means Carrie TIF, Inc., a corporation duly incorporated and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

"Phase 1 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) within the Redevelopment Area, such property being identified as the "Phase 1 Property" and described in Exhibit A, attached hereto and incorporated herein by reference.

"Phase 1 Revenues" means (1) PILOTs generated from Phase 1 and (2) subject to annual appropriation, 50% of EATs generated from Phase 1, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

"Phase 1 TIF Notes" means any tax increment revenue notes issued by the City subject to an agreement between the City and the Phase 1 Developer and the Note Ordinance, to evidence the City's limited obligation to reimburse the Phase 1 Developer for certain costs incurred by the Phase 1 Developer on behalf of the City in accordance with the TIF Act.

"Post Completion Funding Source" means each of the following sources:

(i) Tax Credits:

(a) the total value of the proceeds from the sale of any transferable tax credits approved for Phase 2 of the Redevelopment 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 87% of the amount approved by the tax credit issuing authority.

(b) the equity and/or loan proceeds available from investor members or partners in Phase 2 of the Redevelopment Project who will be entitled to receive any non-transferable tax credits approved for Phase 2 of the Redevelopment Project, per the ownership documentation for Phase 2 of the Redevelopment Project property; 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 ; provided, that, if the Project has been approved for a New Markets Tax Credit investment by a New Markets Tax Credit allocate, but has not yet entered into any agreement pursuant to which such loan or equity proceeds shall be made available, then the value of such proceeds shall be 25% of the face value of the approved New Markets Tax Credit investment. The Developer shall substantiate the amount of any tax credits approved for Phase 2 of the Redevelopment 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.

(ii) Sales Proceeds: all net sales proceeds actually derived from the sale of any portion of Phase 2 of the Redevelopment Project, which net sales proceeds shall be documented by copies of the seller's closing statements for such sales, and (b) if, at the time of the submittal required pursuant to Section 4.3 of this Agreement, there remain units or portions of Phase 2 of the Redevelopment Project which are being marketed and listed as for-sale but are unsold, ninety percent (90%) of the average sale price for all sold units or portions, taking into account the size, location and amenities associated with such sold units as compared to the unsold units or portion, discounted by (a) a percentage equal to the average sales commissions paid to unrelated third parties and applied to the discounted listing price; and (b) closing costs for sold units (stated as the average amount of closing costs for such sold units).

(iii) TIF Financing: the maximum amount of TIF financing available to Phase 2 of the Redevelopment Project, as such amount is set forth in Section 4.1 hereof; and

(iv) Value of Income-Producing Space:

if Phase 2 of the Redevelopment 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 subparagraph 4.3 hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in Phase 2 of the Redevelopment 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 to be used for construction of Phase 2 and has secured such loan with a mortgage or security interest in the Phase 2 Property.

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

“Redevelopment Area” means the real property described in the Redevelopment Plan as the “Redevelopment Area”.

“Redevelopment Plan” means the plan titled “Carrie Avenue TIF Redevelopment Plan” dated October 15, 2013 and approved by the City pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means the Redevelopment Project with respect to the Redevelopment Area identified by the Redevelopment Plan, consisting of the rehabilitation of the existing buildings within the Redevelopment Area and construction of new improvements into industrial and commercial space, which Redevelopment Project is comprised of Phase 1 and Phase 2.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled Carrie Avenue Redevelopment Area TIF Application, dated August 22, 2013.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs with respect to Phase 2 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, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“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 Carrie Avenue Special Allocation Fund, created by the Ordinance No. \_\_\_\_\_ in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project 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 City (excluding debt service);

PLUS

(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:

(i) the amount of net leasable 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 the TIF;

LESS

(ii) the amount of net leasable square footage multiplied by the average annualized actual and/or reasonable operating expenses as determined by the City (excluding debt service) per square foot of the Income Producing Space .

The City shall incorporate a 7% vacancy rate for all Income-Producing Space.

“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 all Phase 2 TIF Notes and Phase 2 TIF Notes, collectively.

“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 all Phase 2 Revenues plus all Phase 2 Revenues.

“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 the Phase 2 or the Work, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by the provisions of Section 4.3 hereof.

“Work” means, with respect to Phase 2, all work necessary to prepare the Phase 2 Property and to construct or cause the construction and completion of Phase 2 as described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, including, but not limited to: (1) property acquisition; (2) site preparation and environmental remediation; (3) rehabilitation, renovation or reconstruction of existing structures or construction of new structures or

improvements within the Redevelopment Area; (4) construction, reconstruction, renovation and/or rehabilitation of 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; (6) and all other work described in the Redevelopment Proposal, Redevelopment Plan and this Agreement with respect to Phase 2, or reasonably necessary to effectuate the intent of this Agreement.

## **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 all Redevelopment Project Costs as necessary to acquire the Phase 2 Property and to complete the Work with respect to Phase 2, all subject to the Developer's right to abandon Phase 2 and to terminate this Agreement as set forth in Section 7.1 of this Agreement. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer, and Phase 2 Developer, collectively, of a combined sum totaling a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee;

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer, paid the sum of Six Thousand Three Hundred Dollars and no/100 (\$6,300.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to Section 4.1 of this Agreement), 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 simultaneously with the execution of this Agreement, pay the sum of Six Thousand Three Hundred Dollars and no/100 (\$6,300.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to Section 4.1 of this Agreement), 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;

(iv) the Developer shall pay to the Comptroller and SLDC their pro rata shares (equal to the percentage of the total TIF Notes represented by the total Phase 2 TIF Notes) of an additional amount to reimburse the Comptroller and SLDC for their actual legal expenses 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 the Redevelopment Agreement and any agreement between the City and the Phase 1 Developer, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid concurrently with the execution of the Redevelopment Agreement, and (ii) all such costs incurred after the date of execution of the Redevelopment Agreement 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 Phase 2 TIF Notes; and

(v) the Developer shall, concurrently with the issuance of any Phase 2 TIF Notes, pay to the Comptroller a flat fee to be reasonably determined by the City in its sole discretion at the time of issuance to pay for the City's Issuance Costs of such Phase 2 TIF Notes.

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

### **ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT**

3.1 Acquisition of Property. Developer represents that, as of the date of this Agreement, Developer or a Related Entity is the fee owner of the Phase 2 Property or the owner of development rights over the Phase 2 Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of 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 Phase 2 Property in the Redevelopment Area.

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 of this Agreement, 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 the Work within one hundred eighty (180) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work 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, 2017 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 of this Agreement, 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, 2017.

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 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 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 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 Project 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 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 3.6, "material changes" shall mean (i) any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area to an amount less than 90% of the aggregate amount of TIF Revenues as projected in that certain Cost-Benefit Analysis - Carrie Avenue TIF Redevelopment Plan dated as of October 15, 2013 (as may be amended), and placed on file with SLDC; or (ii) any change that would reduce the final total square footage of commercial space within Phase 2 by more than ten percent (10%) of the estimated number commercial square footage set forth in that certain Cost-Benefit Analysis - Carrie Avenue TIF Redevelopment Plan dated as of October 15, 2013 (as may be amended), and placed on file with SLDC.

3.7 Certificate of Commencement of Construction. 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 Phase 2 in accordance with the schedule set forth in Section 3.4 of this Agreement 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 the Work, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the SLDC shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, 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 thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or SLDC, within thirty (30) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the Work, 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 his designee or the SLDC in accordance with this Section and the thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the SLDC for Phase 2, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion 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. 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. Developer shall, prior to submitting its Certificate of Substantial Completion, pursue the creation of the CID pursuant to the CID Act. The CID shall be created solely for the purpose of providing tax revenues in addition to TIF Revenues for funding Redevelopment Project Costs paid or incurred in connection with the CID Project.

The Developer shall use its best efforts to cause the CID to be created and to operate in accordance with the following:

3.9.1. The CID's boundaries shall include all of Redevelopment Area and may also include additional parcels outside of Redevelopment Area.

3.9.2. The CID shall be formed as a political subdivision of the State of Missouri.

3.9.3. The CID shall be authorized to impose the CID Sales Tax and a special assessment of \$0.05/square foot on the land in the Redevelopment Area for a period coterminous to any property tax abatement in the Redevelopment Area.

3.9.4. 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.

3.9.5. Each member of the CID's Board of Directors must have all of the following characteristics:

(i) be at least eighteen (18) years of age; and

(ii) be an Owner (as defined in Section 67.1401.2(11) of the CID Act) of a business operating within the CID or property within the CID classified as commercial, or be a legally authorized representative of an Owner located within the District.

3.9.6. The CID's Board of Directors shall be appointed by the Mayor of the City pursuant to the CID Act.

3.9.7. The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.

3.9.8. The CID shall maintain its existence until all TIF Obligations have been paid in full, at which time the CID shall dissolve and the CID Sales Tax and CID Special Assessment shall no longer be levied unless a subsequent project has been authorized by the CID and approved by the City in accordance with the CID Act.

3.9.9. All CID Revenues generated from within the Phase 2 Property shall be deposited into the CID Revenues Account of the Special Allocation Fund to provide for the payment of principal of and interest on TIF Obligations issued in connection with the CID Project and as authorized under the CID Act.

3.9.10. The CID shall not, without the City's consent, issue any obligations to be paid with CID Revenues.

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 the 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:

3.10.1. 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's Office, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if written approval

or denial of the form petition is not received by the Developer within fifteen (15) days from receipt thereof.

3.10.2. The Developer, as the owner of record of all real property located within the Phase 2 Property, shall in good faith cooperate and assist in obtaining approval for and levying of the CID Sales Tax contemplated by the Agreement by voting to approve the CID Sales Tax at an election held in accordance with Section 67.1545 of the CID Act.

3.10.3. The Developer shall use its best efforts to ensure that every retailer within the Phase 2 Property 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.

3.10.4. 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.

3.10.5. Developer shall, together with the Phase 1 Developer, pay or cause to be paid all costs incurred by the City in connection with the creation of the CID, which shall constitute Reimbursable Redevelopment Project Costs.

3.11 Pledge of CID Revenues. Subject to any limitation set forth in the CID Act, the Developer shall use its best efforts to cause the CID to enter into a cooperation agreement with the City to pledge all CID Revenues generated within the Phase 2 Property that are from time to time on deposit in the CID Revenues Account of the Special Allocation Fund solely to the payment of debt service on the portion of the TIF Obligations for Phase 2 related to the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of CID Revenues and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the CID nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations, and any pledge of CID Revenues shall be subject to the limitations on the term of obligations issued by a CID as set forth in the CID Act.

#### **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 the verified Reimbursable Redevelopment Project Costs in the total amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000) plus Issuance Costs as provided in Section 5.2 of this Agreement, subject to the limitations of Article IV of this Agreement. The City's obligation to reimburse Developer up to the verifiable Reimbursable Project Costs as set forth in this Agreement shall be reduced by \$650,000 until Developer has (1) caused the CID to impose the CID Sales Tax and CID Special Assessment and (2) the City, Developer and the CID have entered into a cooperation agreement. The Developer shall not be entitled to payment of Reimbursable Project Costs until such time as the CID is formed and a cooperation agreement is executed by the parties, unless such failures are the result of actions on behalf of the City.

Notwithstanding anything to the contrary contained herein, the maximum reimbursement amounts set forth above shall be reduced by any reimbursement for verified Reimbursable Redevelopment Project Costs that the Developer receives from the City with respect to Phase 1.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project 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" under Section 99.805 of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project 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 receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project 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 Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth in Exhibit B up to the maximum aggregate amount established in Section 4.1 of this Agreement; provided, that the Developer shall be obligated to advance to the City the full amounts identified in Section 2.2, clauses (i)-(v), of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805 of the TIF Act, the City shall so notify the Developer in writing within the thirty (30) day period referenced in this Section 4.2, 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 Project Costs as Reimbursable Redevelopment Project 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 Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project 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 Developer in accordance with Section 3.8 of this Agreement, Developer also shall furnish to the City for the City's review and approval, (a) a statement of Verified Total Project Costs, 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 Phase 2 of the Redevelopment Project.

Developer shall not include developer fees, project management, construction management 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 as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for Phase 2 of 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 eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 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 shall complete its review of the statements and other documentation provided by the Developer pursuant to this Section and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Should the City 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, 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 shall review any supplemental materials provided by the Developer within forty-five (45) days of receipt and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Developer shall respond to any notification by the City pursuant to this section within sixty (60) days of receipt of such notification. Once the City has issued any such notification, the City shall not be required to make the calculations specified in the following paragraph until the City has received all documentation deemed necessary by the City in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such sixty (60) day period, the City 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 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 of this Agreement and the maximum amount of any Phase 2 TIF Notes which shall be issued by the City in accordance with Section 5.2 of this Agreement 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 Phase 2 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, TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project 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 the TIF Obligations or to pay any Reimbursable Redevelopment Project 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 Phase 2 TIF Notes. No Phase 2 TIF Notes shall be issued until such time as the City has (i) accepted a Certificate of Substantial Completion in accordance with the procedures set forth in Section 3.8 of this Agreement; (ii) approved a Certificate of Reimbursable Redevelopment Project Costs 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 of this Agreement; (iii) obtained an opinion of Bond Counsel regarding the taxable nature of the Phase 2 TIF Notes; (iv) received the full payment of all advances required to be paid under Section 2.2 of this Agreement; (v) 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; (vi) the completion of the calculation contemplated in Section 4.3 of this Agreement; and (vii) determination of the final size of the TIF Notes.

5.2 Issuance of TIF Notes. The City agrees to issue one or more Phase 2 TIF Notes with respect to Phase 2 as provided in this Agreement and the Note Ordinance to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the maximum amount established in Section 4.1 of this Agreement, subject to the limitations of Article IV of this Agreement. The Phase 2 TIF Notes shall be in the form attached to the Note Ordinance as Exhibit B-1, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, the Phase 2 TIF Notes shall not be amended for the purposes of this Agreement without the written consent of Developer.

5.2.1. Terms. Each Phase 2 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) calendar days prior to the scheduled closing date for issuance of the Phase 2 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 Phase 2 TIF Notes, (i) plus four percent (4%) if the interest on such Phase 2 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 Phase 2 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 Phase 2 TIF Notes exceed ten percent (10%) per annum. All Phase 2 TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Phase 2 TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

5.2.2. Procedures for Issuance of Phase 2 TIF Notes. Within a reasonable period of time but not to exceed ninety (90) days of Developer’s satisfaction of the conditions of Section 5.1 of this Agreement, the City shall issue a Phase 2 TIF Note to an Original Purchaser evidencing reimbursement of Reimbursable Redevelopment Project Costs. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of a Phase 2 TIF Note as provided in this Section 5.2.2, the Developer shall be deemed to have advanced funds necessary to purchase such Phase 2 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 Phase 2 TIF Notes. All Phase 2 TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each March 1 and September 1 (each, a “Payment Date”) occurring after the acceptance by the City of the Certificate of Substantial Completion at a redemption price equal to 100% of the principal amount being redeemed, 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 refund all or a portion of the outstanding Phase 2 Notes.

5.3.2. Upon receipt of a written request by Developer and upon the City’s underwriter’s recommendation 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 recommendation 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 determines 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. 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 Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, 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 City's underwriter has determined that such bonds cannot be issued at such time.

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

(i) Acceptance by the City of the Certificate of Substantial Completion for Phase 2;

(ii) Review of projections of Phase 2 Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available Phase 2 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 City's underwriter;

(iii) Developer's documentation of stabilization of Phase 2 for a minimum period of two (2) years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for Phase 2 in connection with the issuance of the TIF Bonds;

(iv) 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 the outstanding Phase 2 TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the Phase 2 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 the outstanding Phase 2 TIF Notes; and

(v) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Phase 2 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 costs relating to the issuance of the TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on the Phase 2 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 City's underwriter.

5.5 Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, the Authority, underwriters and financial 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 disclosure of tenants of 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 Developer, but upon the execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. 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 provision of this Agreement to make any provision a covenant running with the land by recording this Agreement in the Office of the Recorder of Deeds of the City of St. Louis.

5.6 Subordinate Notes. Phase 2 TIF Notes may be issued in two series, with one series subordinate to Phase 2 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 Phase 2 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 of this Agreement.

If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding Phase 2 TIF Notes, the Phase 2 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 Phase 2 TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in Sections 5.2 and 6.3 of this Agreement.

5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter 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. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a “PILOTs Account,” an “EATs Account,” 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 the CID 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, all Economic Activity Taxes into the EATs Account, and all CID Revenues in the CID Revenues Account.

6.2 Certification of Base for PILOTs and EATS.

6.2.1. 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, 2012.

6.2.2. Within ninety (90) days after execution of the Redevelopment 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 and the Phase 2 Property 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 and the Phase 2 Property for the calendar year ending December 31, 2012, 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.

6.3 Application of Available Revenues. 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 Notes as provided in the Note Ordinance and this Agreement.

Upon the payment in full of the principal of and interest on all TIF Notes (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 Act.

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.

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, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

6.5 Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Phase 2 Property, and any lessee or other user of real property located within the Phase 2 Property required to pay Phase 2 Revenues, shall use all reasonable efforts to timely fulfill such obligations as are required by Section 6.4 of this Agreement. 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 Phase 2 Property or any interest therein as permitted by Section 7.3.2 of this Agreement at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Phase 2 Property or any interest therein and shall identify the Phase 2 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 except as may be required by Section 4.3.

## **ARTICLE VII. GENERAL PROVISIONS**

7.1 Developer's Right of Termination. At any time prior to the delivery of a Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon Phase 2 and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that Phase 2 is no longer economically feasible. 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.

7.2 City's Right of Termination. The City may terminate this Agreement if (i) 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 within one hundred

eighty (180) days of the date of this Agreement; provided, however, that termination under this Section 7.2 (i) may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with Section 3.8 of this Agreement and the schedule set forth in Section 3.4 of this Agreement. Upon such termination, the City shall have no obligation to issue a Phase 2 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 Phase 2 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 Project, whereupon the party disposing of its interest in the Phase 2 Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Phase 2 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 Phase 2, the fee title to the Phase 2 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 Phase 2 Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs with respect to Phase 2, 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; and (b) the right of Developer to transfer the Phase 2 Property or to assign the Developer's rights, duties and obligations under this Agreement to any Related Entity; (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 (Carrie TIF, Inc.) shall remain liable hereunder for the substantial completion of Phase 2, subject, however, to Developer's right of termination pursuant to Section 7.1 of this Agreement, and shall be released from such liability hereunder only upon substantial completion of Phase 2, 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 which shall require no notice except as required by Section 4.3.

7.3.3. Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Phase 2 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.

7.4 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 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; 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 Project or the TIF Obligations or this Agreement; provided that (i) 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 (ii) the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.5 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 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.

(i) In the case of the Developer, to:

Carrie TIF, Inc.  
8451 Maryland, Suite 200  
St. Louis, Missouri 63105  
Attention: Phil Hulse  
Facsimile: (314) 726-2725

With a copy to:

Polsinelli PC  
100 S. Fourth Street, Suite 1000  
St. Louis, MO 63102  
Attn: William Kuehling  
Facsimile: (314) 622-5678

(ii) In the case of the City, to:

City of St. Louis  
1520 Market Street, Room 2000  
St. Louis, Missouri 63103  
Attention: Otis Williams, Director for Development  
Facsimile: 314-613-7011

and

City of St. Louis Office of the Comptroller  
1520 Market Street, Room 3005  
St. Louis, MO 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller  
Facsimile: 314-588-0550

With a copy to:

City of St. Louis City Counselor  
1200 Market Street  
City Hall, Room 314  
St. Louis, Missouri 63102  
Attention: Rebecca Wright, Assistant City Counselor  
Facsimile: 314-622-4956

and

Armstrong Teasdale LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis, Missouri 63105  
Attention: Thomas J. Ray  
Facsimile: 314-621-5065

(iii) In the case of the SLDC, to:

St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103  
Attention: Dale Ruthsatz  
Facsimile: 314-657-3971

7.6 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.

7.7 Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to Phase 2 of the Redevelopment Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any Phase 2 TIF Notes are outstanding and the Developer or a Related Entity owns the Phase 2 Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that Phase 2 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 of or interest on the Phase 2 TIF Notes shall immediately terminate and the Developer shall promptly surrender the Phase 2 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 Phase 2 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 Phase 2, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or Phase 2 TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.8 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.

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

7.10 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.

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

7.12 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.

7.13 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.

7.14 Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to Section 7.4, the prevailing party shall recover from the non-prevailing party the prevailing party's attorney's fees, in addition to any other damages to which it is entitled.

7.15 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event 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 which the Developer would agree to, 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 Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

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 Phase 2 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 Phase 2 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 attorney's 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 financial 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 Phase 2 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 Project 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, clauses (iii)-(v), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17 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 Phase 2 Property during the construction of Phase 2 or any portion thereof. Upon substantial completion of Phase 2 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 Phase 2 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 of this Agreement), 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 Phase 2 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 Phase 2 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. The Developer shall comply with the Mayor's Executive Orders #28 and #47 and Ordinance No. 69427, which codified Executive Order 46, to the extent applicable, during the design and construction of the Redevelopment Project and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Project.

## **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 Phase 2 TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Phase 2 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” CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Francis G. Slay, Mayor

By: \_\_\_\_\_  
Darlene Green, Comptroller

(SEAL)

Attest:

\_\_\_\_\_  
Parrie May, City Register

Approved as to Form:

\_\_\_\_\_  
Patti Hagemann, City Counselor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

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.

“DEVELOPER”

CARRIE TIF, INC., a Missouri corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Carrie TIF, Inc., a Missouri corporation, and that he is authorized to sign the instrument on behalf of said corporation by authority of its board of directors, and acknowledged to me that he executed the within instrument as said corporation’s free act and deed.

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

\_\_\_\_\_

Notary Public

My Commission Expires:

EXHIBIT A  
Legal Description of the Redevelopment Area

Redevelopment Area:

PROPERTY DESCRIPTION  
TOTAL TRACT

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 2166.96 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23 minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line, North 37 degrees 10 minutes 22 seconds West, 1992.43 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 1,569,509 square feet or 36.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 1

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 55 degrees 41 minutes 21 seconds East, 598.15 feet to its intersection with the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said southwestern right-of-way line, South 38 degrees 23 minutes 51 seconds East, 1285.06 feet; thence departing last said right-of-way line South 51 degrees 38 minutes 37 seconds West, 579.59 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408 of the St. Louis City Records; thence along said right-of-way line the following courses and distances: North 37 degrees 10 minutes 22 seconds West, 1170.25 feet to the beginning of a curve to the left having a radius of 396.20; along said curve with an arc length of 46.27 feet and a chord which bears North 40 degrees 00 minutes 44 seconds West, 46.24 feet and North 58 degrees 32 minutes 50 seconds West, 118.30 feet to the Point of Beginning and containing 740,519 square feet or 17.000 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

PROPERTY DESCRIPTION  
PHASE 2

A tract of land being part of City Block 3417 of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the northwestern corner of above said City Block 3417, said point also being the intersection of the northeastern right-of-way line of Bulwer Avenue, 80 feet wide, with the southern right-of-way line of Carrie Avenue, 60 feet wide, thence along said southern right-of-way line, North 55 degrees 41 minutes 21 seconds East, 24.12 feet to the northeastern right-of-way line of a tract of land as conveyed to the Terminal Railroad Association by instruments recorded in Book 1770, page 714 and Book 7955, page 408; thence along said right-of-way line the following courses and distances: South 58 degrees 32 minutes 50 seconds East, 118.30 feet to the beginning of a curve to the right having a radius of 396.20 feet; along said curve with an arc length of 46.27 feet and a chord which bears South 40 degrees 00 minutes 44 seconds East, 46.24 feet and South 37 degrees 10 minutes 22 seconds East, 1170.25 feet to the POINT OF BEGINNING of the herein described tract; thence departing last said right-of-way line, North 51 degrees 38 minutes 37 seconds East, 579.59 feet to the southwestern right-of-way line of East Third Street, 100 feet wide; thence along said right-of-way line the following courses and distances: South 38 degrees 23 minutes 51 seconds East, 881.90 feet; South 37 degrees 57 minutes 45 seconds East, 60.16 feet; South 36 degrees 19 minutes 22 seconds East, 300.40 feet; South 34 degrees 49 minutes 35 seconds East, 60.16 feet and South 34 degrees 23

minutes 28 seconds East, 310.02 feet to its intersection with the northern right-of-way line of Adelaide Avenue, 60 feet wide; thence along said northern right-of-way line South 55 degrees 42 minutes 44 seconds West, 304.06 feet to the easternmost corner of Lot 2 of the Terminal Railroad Addition to the City of St. Louis, a subdivision according to the plat thereof as recorded in Plat Book 73, Page 16 of the City of St. Louis Records; thence along the northern line of said Lot 2, North 45 degrees 41 minutes 49 seconds West, 101.76 feet and North 58 degrees 29 minutes 59 seconds West, 710.54 feet to the northeastern right-of-way line of above said Terminal Railroad Association tract; thence along said right-of-way line North 37 degrees 10 minutes 22 seconds West, 822.18 feet to the Point of Beginning and containing 828,990 square feet or 19.031 acres more or less according to calculations performed by Stock Associates Consulting Engineers, Inc. on November 8, 2013.

This description was prepared from record and available documents, therefore is subject to an actual boundary survey.

EXHIBIT B  
Phase 2 - TIF Reimbursable Redevelopment Project Costs

CATEGORY

- i) Acquisition Costs (as defined in Section 1.1 of this Agreement).
- j) Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
- k) Site Preparation and Public Improvements Costs (includes, but is not limited to, street and sidewalk improvements, parking facilities, utility work and resetting of curbs and landscaping and lighting in the right of way areas).
- l) Rehabilitation, renovation, or reconstruction of any existing structures or construction of new structures or improvements.
- m) Financing Costs (includes, but is not limited to, loan fees, disbursing fees, lender's legal fees, loan appraisals, flood certificates, tax credit investor fees and any and all other costs incurred by the Developer in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
- n) Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
- o) Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
- p) TIF Costs & Issuance Costs incurred by the Developer pursuant to Section 2.2(i) - 2.2.(v) of this Agreement.

---

<sup>1</sup> Subject to the limitations set forth in Section 4.2 of this Agreement, provided that such costs shall not exceed the aggregate amount of \$2,100,000 plus Issuance Costs as provided in Section 4.1 of the Agreement.

EXHIBIT C  
Form of Certificate of Commencement of Construction

DELIVERED BY CARRIE TIF, INC.

The undersigned, CARRIE TIF, INC. (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. All Phase 2 Property within the Redevelopment Area necessary for Phase 2 (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to construct Phase 2.
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 Phase 2.
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 Phase 2.

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\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
Form of Certificate of  
Reimbursable Redevelopment Project Costs

TO: City of St. Louis  
Office of Comptroller  
1520 Market Street, Room 3005  
St. Louis, Missouri 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Carrie Redevelopment Project - Phase 2

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of , 20\_\_ (the “Agreement”), between the City and Carrie TIF, Inc., a Missouri corporation (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

10. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of Phase 2 of the Redevelopment Project.
11. These Reimbursable Redevelopment Project Costs have been have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
12. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund 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.
13. 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.
14. 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.
15. 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.
16. 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.

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

18. 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 \_\_\_\_\_, \_\_\_\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ST. LOUIS DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project

Costs:

Payee:

Amount:

Description of Reimbursable Redevelopment Project Costs:

EXHIBIT E  
Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Carrie TIF, Inc., a Missouri corporation (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_, between the City of St. Louis, Missouri (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

8. That as of \_\_\_\_\_, \_\_\_\_\_, the construction of Phase 2 (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
9. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
10. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
11. 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 Phase 2 has been substantially completed in accordance with the Agreement.
12. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
13. This 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 Phase 2.
14. The acceptance (below) or the failure of the SLDC and the Mayor or his designee to object in writing to this Certificate within thirty (30) 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 his 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\_\_.

CARRIE TIF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

ST. LOUIS DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 connection with the Redevelopment Project related to any of the Phase 2 Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any of the Phase 2 Property or any improvements constructed or to be constructed on the Phase 2 Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall comply with the Mayor's Executive Orders #28 and #47 and Ordinance No. 69427, which codified Executive Order 46.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

**EXHIBIT G**  
**MBE/WBE Subcontractors List**

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

**FIRM NAME MBE or WBE BID ITEM(S) OF WORK TO BE PERFORMED SUBCONTRACT OR SUPPLY CONTRACT AMOUNT**

**EXHIBIT H**  
**MBE/WBE Utilization Statement**

Policy: It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor’s Executive Order of July 24, 1997, as amended, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

Contracting Agency: _____	
Project Name: _____	
Letting Number: _____ Date: _____	
Contract MBE/WBE Goal: 25% MBE and 5% WBE Participation	
Total Dollar Amount of Prime Contract:	\$ _____
Total Dollar Amount of Proposed MBE:	\$ _____ Percent MBE _____
Total Dollar Amount of Proposed WBE:	\$ _____ Percent WBE _____

Obligation: The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor’s act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor’s Executive Order #28, as amended.

Assurance: I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my company will (check one):

\_\_\_\_\_ Meet or exceed contract award goals and provide participation as shown above.

\_\_\_\_\_ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s):

Prime Contractor Authorized Signature

Title:

Date:

**EXHIBIT 1**  
**Reporting Forms**

**Tax Increment Financing (TIF) District:**  
**Quarterly Information\***

**For Period:** \_\_\_\_\_

Business Name: \_\_\_\_\_

Address:\*\* \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

State I.D. Number: \_\_\_\_\_

Sales Tax Site Number: \_\_\_\_\_

Earnings Tax withholding:  
(Form W-10)

Earnings tax:  
(Business Return Form 234 - Annual)

Payroll tax:  
(Form P-10)

Please forward the above information to:

**City of St. Louis, Comptroller's Office**  
**Tax Increment Financing**  
**1520 Market Street, Room 3005**  
**St. Louis, Missouri 63103**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
hereby certify that I am authorized by \_\_\_\_\_ to release  
such confidential tax records referenced herein and that such records are true  
and correct to my knowledge.

\_\_\_\_\_

*Signature*

\* This information will not be part of any public record.

\*\* Information is required for this specific location only. Do not combine with any other location.