

ORDINANCE #69270
Board Bill No. 180

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause.

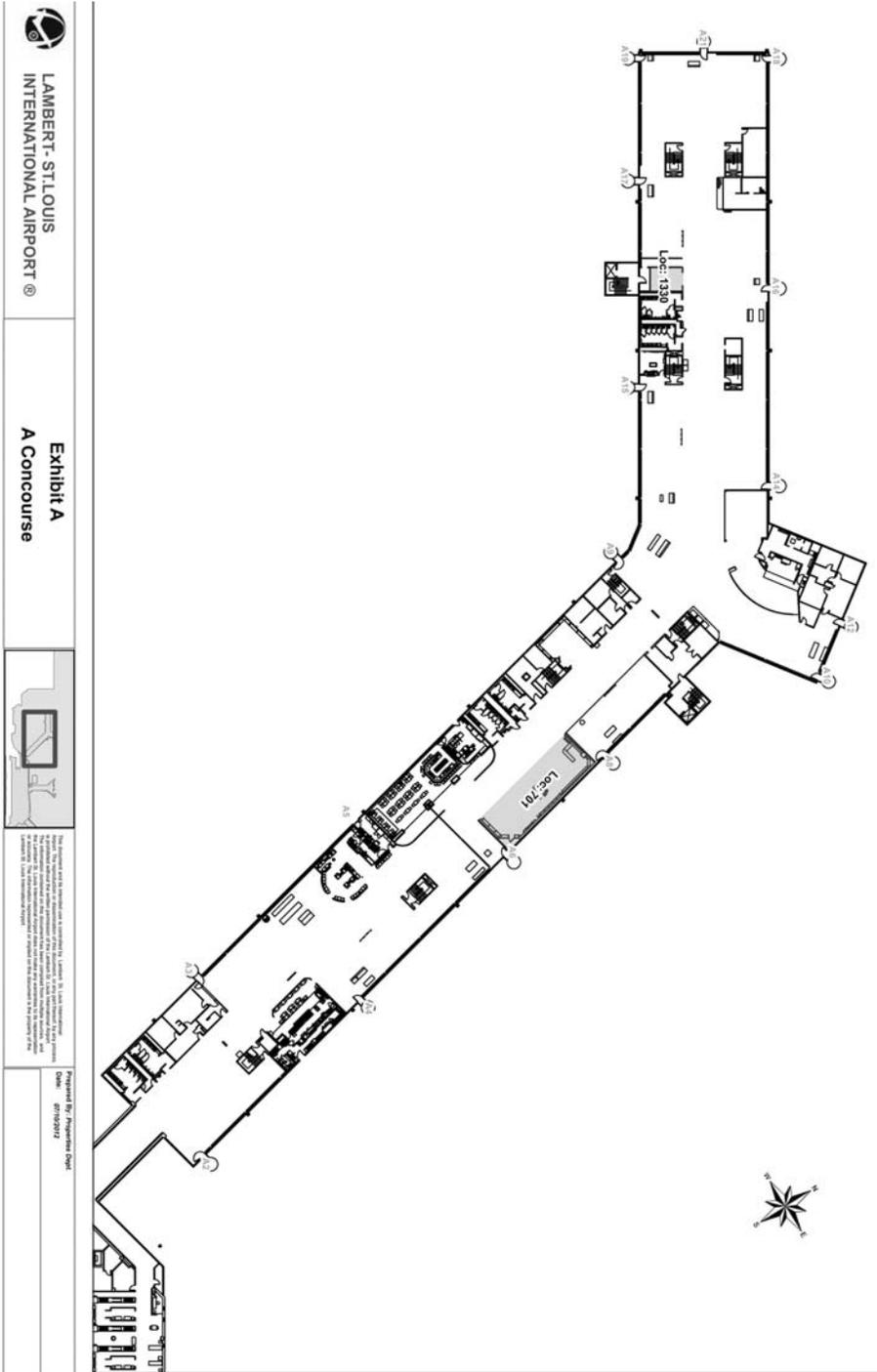
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

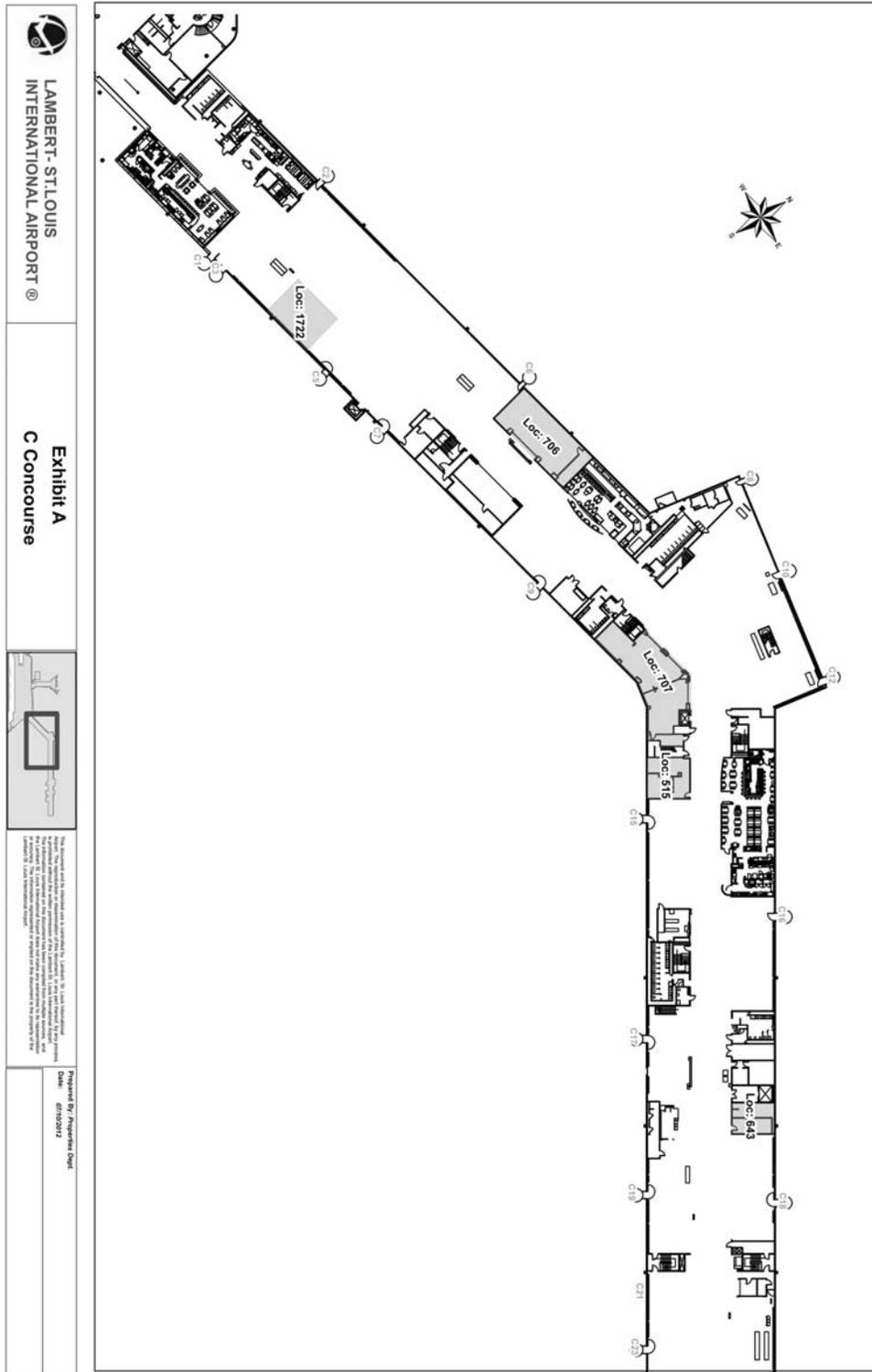
SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

HG- St. Louis JV
NEWS/GIFT & SPECIALITY RETAIL
CONCESSION AGREEMENT
AL#-212
(Is on file in the Register's Office.)

Exhibit "A"
Premises
(to follow)





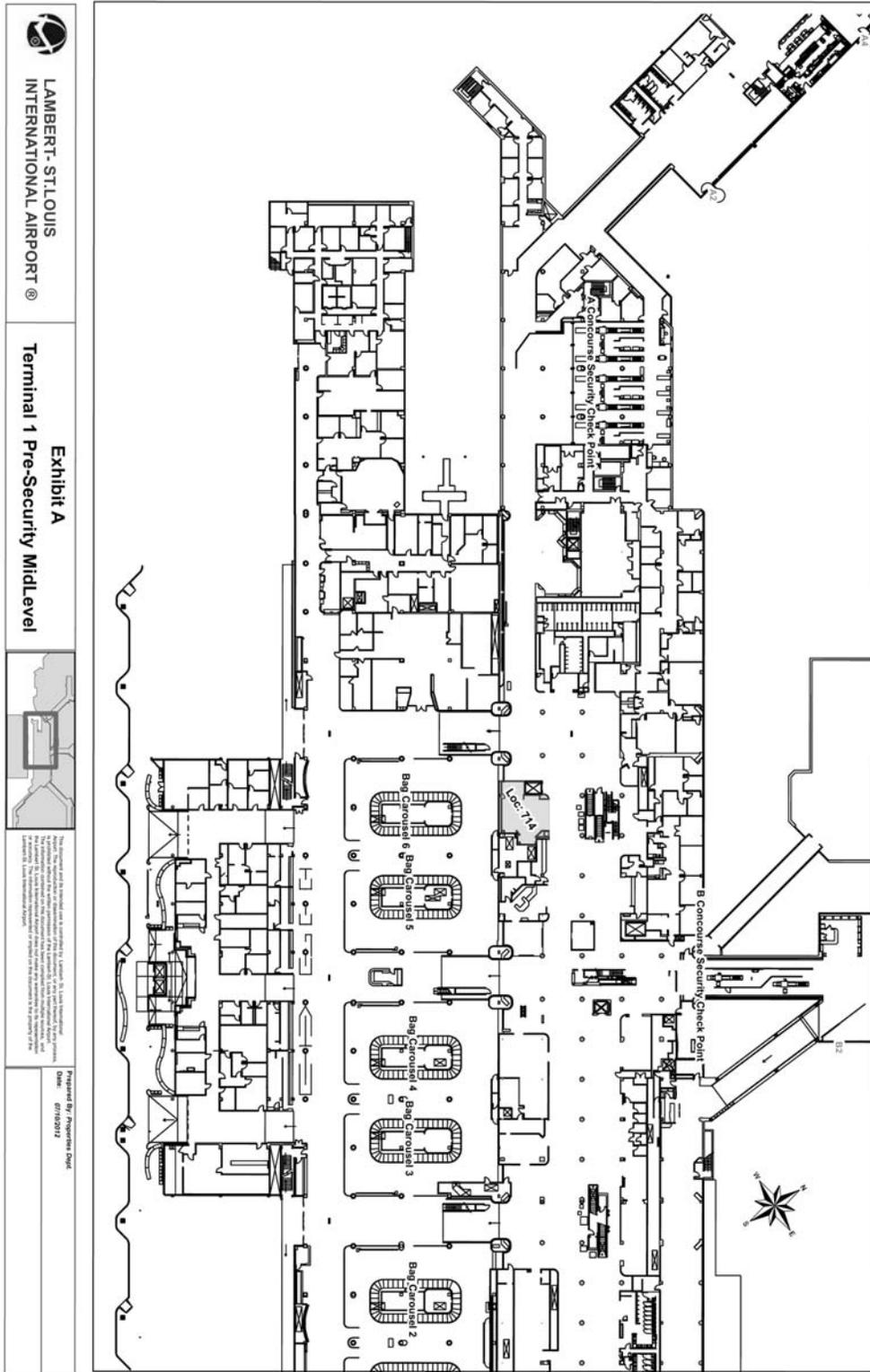
LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT ®

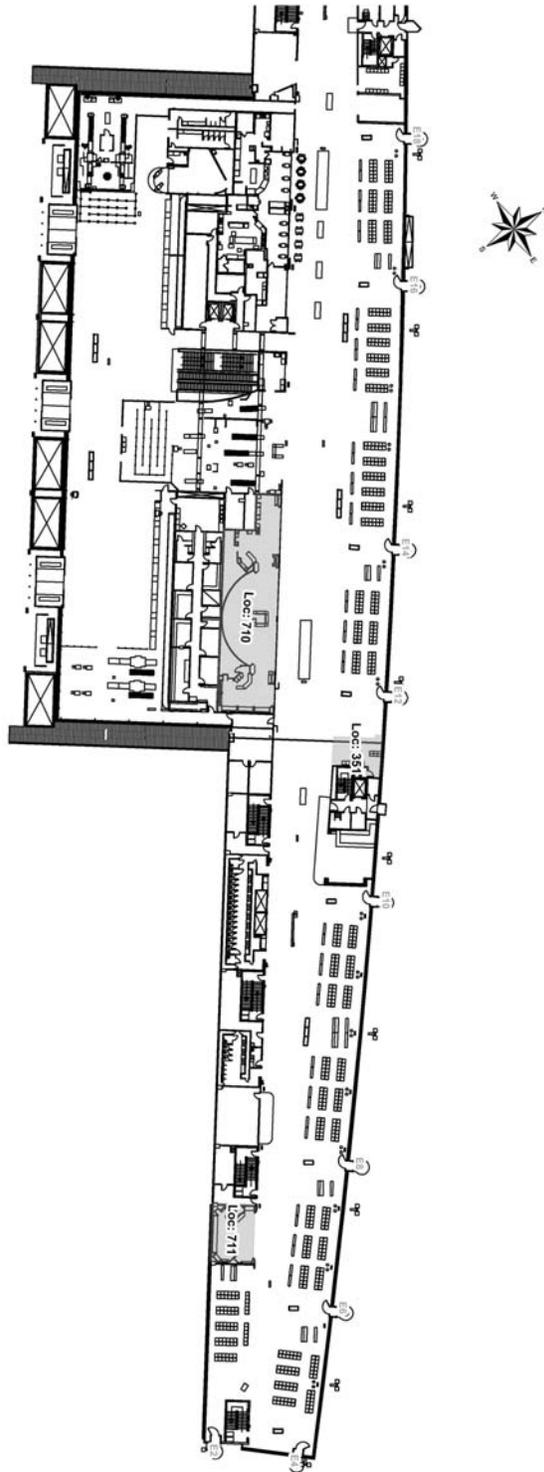
Exhibit A
C Concourse



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Prepared By: *[Signature]*
Date: 07/20/07





LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT

Exhibit A
Terminal 2



This document is for informational purposes only. It is not intended for use as a contract or as a basis for any legal action. The City of St. Louis is not responsible for any errors or omissions in this document. The City of St. Louis is not responsible for any damages, including consequential damages, arising from the use of this document. The City of St. Louis is not responsible for any claims, including consequential claims, arising from the use of this document. The City of St. Louis is not responsible for any claims, including consequential claims, arising from the use of this document.

Prepared By: **Prepared by Dept**
Date: **07/30/07**

EXHIBIT "B"
LIVING WAGE BULLETIN

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2012

In accordance with Ordinance #65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.93** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.52** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance.
- 3) Wage required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.59** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2012**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, MO 63145
(314) 426-8111

Dated: February 17, 2012

EXHIBIT "C"
DEVELOPMENT PLAN
(To Follow)
(Is on file in the Register's Office.)

Approved: November 2, 2012

ORDINANCE #69271
Board Bill No. 92
Committee Substitute

An Ordinance pertaining to pedestrian access to buildings; establishing regulations for pedestrian access that primarily serves users of the subject property and for which dedication of public access rights is not required; amending a part of Section Three of Ordinance 68788, codified as 25.01.350, Section 1103.4, of the Revised Code of the City of St. Louis, pertaining to Building Code waiver requirements; containing a severability clause and an effective date clause.

WHEREAS, it is in the interest of the City of St. Louis to promote interconnected pedestrian routes within neighborhoods;

WHEREAS, providing pedestrian access from buildings to abutting rights-of-way, walkways and other uses on the subject property help meet the objectives of non-motorized transportation policies;

WHEREAS, nearly one in four traffic fatalities in the City of St. Louis involves a pedestrian, and improving pedestrian safety is of paramount importance as the City of St. Louis promotes pedestrian means of transportation;

WHEREAS, St. Louisians with disabilities utilizing non-motorized transportation may be especially vulnerable to traffic injuries in the public right-of-way and while navigating through parking lots.

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

SECTION ONE. Buildings which fall under the American's with Disabilities Act Title II or III (public entities, public accommodations and commercial facilities) shall provide an accessible route. An accessible route means a direct, contiguous, convenient, and safe route of travel from the public sidewalk to the primary building entrances and parking areas. The accessible route shall be the primary pedestrian path and shall not deviate unnecessarily from a direct route or involve a significant amount of out-of-direction travel for likely users.

SECTION TWO. The accessible route shall be free from hazards, is suitable for people with mobility disabilities and for people who are blind or have low vision, and provides a reasonably direct route of travel between destinations.

SECTION THREE. Access to primary building entrances and parking areas. For buildings which fall under the American's with Disabilities Act Title II or III, at least one pedestrian accessible route shall connect the public sidewalk to the primary entrance(s) and one pedestrian accessible route shall connect accessible parking lot spaces to the primary entrance(s). A "primary entrance" is the main public building entrance. In the case where no public entrance exists, accessible routes shall be provided to the main employee entrance. Accessible routes to sidewalks shall be designed to connect people with disabilities to primary entrance(s) along the same accessible routes that will commonly be used by pedestrians who do not have disabilities.

SECTION FOUR. The accessible route shall comply with the requirements set forth in the Americans with Disabilities Act in the 2010 Standards for Accessible Design (28 CFR parts 35 and 36 and 36 CFR part 1191, appendices B and D, as amended).

SECTION FIVE. Vehicle Separation. The accessible route shall be separated from the automobile ingress / egress route. Where accessible routes are in, parallel to, or adjacent to a driveway, a public or private street, or internal to a parking lot, the routes shall be raised six (6) inches and curbed. Curb ramps shall provide access across vehicular traffic lanes when they are passing through an accessible route. When the accessible route is at grade with, and parallel to vehicle travel, it shall be separated by a landscaped berm, curb, or an equivalent means of protecting pedestrian users from vehicle traffic. Where possible, the accessible route shall avoid crossing interior vehicle circulation patterns.

SECTION SIX. A part of Section Three of Ordinance 68788, codified as 25.01.350 Section 1103.4 is hereby amended as follows:

1103.4 Waiver criteria. A waiver of accessibility requirements may be granted if any or all of the following conditions exist:

1. It is technically infeasible to achieve accessibility. This term means that there is little likelihood that an alteration can be accomplished because the existing structural conditions require the removal of or alteration of a load-bearing member that is essential to the structural frame, or because of existing site constraints of physical constraints that prohibit achieving accessibility. This is determined by the Commissioner on the Disabled.

2. The type of business or work being performed at a property, i.e. physically demanding or requiring a high level of strength and physical mobility, cannot be reasonably performed by a person with a mobility impairment. This is determined by the Commissioner on the Disabled.

3. In an existing multi-floor building with two or more floors, where the functions on the second or other floors above grade are identical to all functions on the first floor, vertical accessibility can be waived if the first floor is totally accessible. This is determined by the Commissioner on the Disabled.

4. In cases where there is a change of use or the previous use group is unknown or undocumented, a property owner or design professional shall submit a written request for a waiver of the accessibility requirement to the Commissioner on the Disabled,

outlining the specific reasons for the request.

SECTION SEVEN. Upon passage, this ordinance shall be added under Section 25.01.350 Sections 1104.1 of the Revised Code of the City of St. Louis.

SECTION EIGHT. Severability. The provisions of this section are severable. If any provision of this Ordinance is declared invalid, that invalidity shall not affect other provisions of the Ordinance which can be given effect without the invalid provision.

SECTION NINE. Effective Date. This Ordinance shall take effect January 1, 2013, or upon becoming a law, whichever occurs later.

Approved: November 8, 2012

**ORDINANCE #69272
Board Bill No. 34
Committee Substitute
As Amended**

An Ordinance relating to yard waste collection containing definitions, regulations, penalty and containing an emergency clause.

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

SECTION ONE. Definitions.

Yard Waste. As used in this Ordinance, the term "Yard Waste" means leaves, grass clippings, yard and garden vegetation.

SECTION TWO. Regulations.

Yard waste shall not be placed in a city-owned yard waste container by private lawn service businesses unless the yard waste comes from a private residential lot on the block where the city-owned yard waste container is located.

Yard waste collected from commercial properties, churches, schools, or other non-residential properties, shall not be placed in city-owned yard waste containers.

Yard waste shall not be placed, moved or mechanically blown onto public or private streets, walkways, alleys, sidewalks or roadways.

The owners of residential properties who legally use city refuse containers shall also be encouraged to recycle grass clippings and other yard waste by mulching or composting the material in accordance with established regulations and best practices. Any yard waste that can not be disposed of using environmentally friendly methods shall be collected and placed in refuse containers marked "yard waste only" or in other ways defined under Chapter 11 of the St. Louis Revised Code.

SECTION THREE: Penalty for Violation.

Any person who violates the provisions in this Ordinance shall be subject to of a fine of a minimum of one hundred dollars (\$100) and up to five hundred dollars (\$500) or imprisonment of a term not to exceed ninety (90) days or both at the discretion of the Court.

SECTION FOUR: Emergency Clause.

This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69273
Board Bill No. 91

An ordinance establishing stop site for all southbound traffic traveling on S. Compton Avenue at Halliday Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all southbound traffic traveling on S. Compton Avenue at Halliday Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69274
Board Bill No. 105

An ordinance establishing a four way stop site at the intersection of Russell Boulevard and Oregon Avenue by regulating all east-west traffic traveling on Russell Boulevard approaching such intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a four way stop site for all traffic approaching the intersection of Russell Boulevard and Oregon Avenue by regulating all east-west traffic on Russell Boulevard. The Director of Streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69275
Board Bill No. 119
Committee Substitute

An ordinance pertaining to the parking of recreational vehicles; amending Sections One and Two of Ordinance 58698, approved November 18, 1982, and codified in Section 17.73.010 and Section 17.73.020 of the Revised Code of the City of St. Louis, containing a severability clause and an emergency clause.

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

SECTION ONE. Section One of 58698, approved November 18, 1982, and codified in Section 17.73.010 of the Revised Code of the City of St. Louis is hereby amended to read as follows:

17.73.010 Sixty-minute limit.

Recreational motor vehicles, over eighteen feet (18') in length, are hereby prohibited from parking on public rights-of-way, streets or alleys, for over sixty (30) minutes in residential areas, zoned A, B, C, D and E, between the hours of 7 a.m. and 2 a.m.

SECTION TWO. Section Two of 58698, approved November 18, 1982, and codified in Section 17.73.020 of the Revised Code of the City of St. Louis is hereby amended to read as follows:

17.73.020 Parking prohibited.

And furthermore, recreational motor vehicles over eighteen feet (18') in length are hereby prohibited from parking on public rights-of-way, streets or alleys in residential areas zoned A, B, C, D and E, between 2 a.m. and 7 a.m.

SECTION THREE. Severability Clause. The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION FOUR. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meanings of Sections 19 and 20 of article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69276
Board Bill No. 121

An ordinance establishing a stop site for all westbound traffic traveling on Ashland Avenue and establishing a stop site for all eastbound traffic traveling on Ashland Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for westbound traffic traveling on Ashland Avenue at the west property line of 3937 Ashland Avenue. There is hereby established a stop site for eastbound traffic traveling on Ashland Avenue at the east property line of 3938 Ashland Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69277
Board Bill No. 135

An ordinance approving the Petition of owners of real property seeking the creation, extension, renewal and establishment of the Flora Place Community Improvement District; finding a public purpose for the creation, extension, renewal and establishment of Flora Place Community Improvement District; and containing a severability clause and an emergency clause.

WHEREAS, Mo. Rev. Stat. § 67.1401 et seq. (the "Act") authorizes the Board of Aldermen to approve the petition of property owners to establish a Community Improvement District; and

WHEREAS, on January 5, 2007, certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita located within the proposed boundaries of the Flora Place Community Improvement District requested the establishment of the Flora Place Community Improvement District consisting of a 6-block community improvement district to be known as Flora Place Community Improvement District; and

WHEREAS, the Board of Aldermen adopted and the Mayor approved Ordinance 67593 which authorized the establishment of the Flora Place Community Improvement District consisting of the Flora Place Area, hereinafter described, for a term ending December 31, 2012; and

WHEREAS, certain property owners within the Flora Place Community Improvement District wish to extend its term;
and

WHEREAS, the Act does not contain a provision for the extension of an existing Community Improvement District; and

WHEREAS, on May 21, 2012, a petition (the "Petition") has been signed by certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita (the "Property Owners") within the Flora Place Community Improvement District requesting the creation, extension, renewal and establishment of the Flora Place Community Improvement District consisting of the Flora Place Area, hereinafter described, to continue to be known as the Flora Place Community Improvement District as of the effective date of this ordinance; and

WHEREAS, the Petition has been filed with the Register of the City; and

WHEREAS, the Register of the City reviewed and determined that the Petition substantially complies with the requirements of the Act; and

WHEREAS, the Board of Aldermen did on _____, introduce Resolution No. _____ declaring its intention to create, extend, renew and establish a Community Improvement District for Flora Place between Grand Avenue and Tower Grove Avenue in the Shaw neighborhood of St. Louis and calling for a public hearing on the matter; and

WHEREAS, such public hearing, duly noticed, was held at 10:00 a.m. on _____, 2012, [and continued until _____ . m. on _____,] by the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the public interest of the City; that the creation, extension, renewal and establishment of Flora Place Community Improvement District is a public purpose; and that the property owners, residents and persons engaging in business or visiting the Flora Place Area, hereinafter described, and the public in general will benefit by the creation, extension, renewal and establishment of said Community Improvement District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE.

(a) A Community Improvement District, to be known as the "Flora Place Community Improvement District " (hereinafter referred to as the "District"), is hereby created, extended, renewed, and established under the Act within the Flora Place Area, hereinafter described, to provide security services, landscaping, carry out community traditions, and carry out other functions as set forth in the Petition, and to receive the services and benefits all as set forth in the Petition attached hereto as Appendix A and made a part hereof.

(b) The District boundaries are set forth on the map in Appendix A and are described as follows:

The Flora Place area is all of the property located within the City of St. Louis abutting the roadway commonly known as Flora Place together with any rear parcels that abut parcels abutting on Flora Place and bounded on the east by Grand Boulevard, on the west by Tower Grove Avenue, on the north by the east-west alleyways located in CB 4935, CB 4940, CB 4941, CB 4946, CB 4947, and CB 4952 (and excluding those properties north of such alley ways abutting Russell Boulevard), and on the south by the east-west alleyways located in CB 4934, CB 4929, CB 4920, CB 4919, CB 2117, and CB 2118 (and excluding those properties south of such alleyways abutting Flad Avenue).

SECTION TWO.

(a) The District is authorized by the Act to use any one or more of the assessments or other funding methods specifically authorized by the Act to provide funds to accomplish any power, duty or purpose of the District; provided, however, the District shall not have the authority to impose any such assessment on any real property located in a special business district authorized pursuant to Mo. Rev. Stat. § 71.790 et seq. or on any business or individual doing business in such special business district until the taxes imposed by such special business district have been repealed, or the rates therefor have been reduced to zero, by such special business district.

(b) The District is authorized by the Act to establish different classes of real property within the District for purposes of special assessments. The levy rate for special assessments may vary for each class or subclass based on the level of benefit derived from services or improvements funded, provided or caused to be provided by the District.

(c) (i) The District is authorized by the Act and the petition to assess and collect annual yearly assessments not to exceed the rates described as follows:

\$0.00 for unimproved real property;

\$0.00 for improved real property that does not include a residence; and

\$500.00 for improved real property upon which a residence is located.

(As defined in the petition, "residence" means a single-family dwelling.)

(ii) Special assessments shall be levied in advance, beginning in the fall of 2012 and continuing through the fall of 2021, so that funds will be available for operations from January 1, 2012 through December 31, 2022.

(d) Notwithstanding anything to the contrary, the District shall have no power to levy any tax but shall only have the power to levy special assessments in accordance with the Act.

SECTION THREE. The District is authorized by the Act, at any time, to issue obligations for the purpose of carrying out any of its powers, duties or purposes. Such obligations shall be payable out of all, part of any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than 20 years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. § 108.170.

The District is also authorized to issue such obligations to refund, in whole or in part, obligations previously issued by the District.

SECTION FOUR.

(a) Pursuant to the petition, the District shall be administered by the Flora Place Community Improvement District, a not-for-profit corporation.

(b) Pursuant to the Act, the fiscal year for the District shall begin on July 1.

(c) No earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, the Flora Place Community Improvement District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than 60 days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.

(d) The Flora Place Community Improvement District shall hold an annual meeting for the District and adopt an annual budget no later than 30 days prior to the first day of each fiscal year.

SECTION FIVE.

(a) The District is authorized by the Act to use the funds of the District for any of the improvements and activities authorized by the Act.

(b) Pursuant to the Petition, the Board of Directors of the District is authorized to appropriate and pay over any remaining sums from the levy of special assessments on properties located within the District pursuant to the Petition approved by Ordinance 67593, authorizing the creation, extension, renewal and establishment of the current District.

SECTION SIX. Pursuant to the Act, the District shall have all the powers necessary to carry out and effectuate the purposes as set forth in the Act.

SECTION SEVEN. The District will continue to exist and function for a term of approximately ten (10) years beginning on the date of this ordinance and ending at the end of the tenth full calendar year thereafter (i.e., December 31, 2022).

SECTION EIGHT. Pursuant to the Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision

of the publicly funded services between areas included in the District and areas not so included.

SECTION NINE. The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

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

SECTION ELEVEN. Being necessary for the immediate preservation of the public health, welfare and safety, it is declared to be an emergency measure within the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69278
Board Bill No. 136

An Ordinance recommended by the Planning Commission on August 1, 2012, to change the zoning of property as indicated on the District Map, from "J" Industrial District to the "F" Neighborhood Commercial District, in City Block 4807 (4450 W. Papin), so as to include the described parcel of land in City Block 4807; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 4807 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land situated in the City of St. Louis, and the State of Missouri, lying in part of City Block 4807, and being part of Lots 35 of Dean's Addition in City Block 4807, part of Lots 17 through 25 of Hunt's Forest Park Subdivision in City Block 4807, all of Lots 26 through 31 of said Hunt's Forest Park Subdivision in City Block 4807, all of the 10 foot wide East-West Alley in City Block 4807 as vacated by St. Louis City ordinance Numbers 4897, 43170 and 56677, and that part of West Papin Street lying between the Northern line of said City Block 4807 and the Southern right-of-way line of Interstate Route 64, and being more particularly described as follows:

COMMENCING at the intersection of the Northern right-of-way line of Chouteau Avenue, 80 feet wide with the Eastern right-of-way line of Taylor Avenue, 60 feet wide; said intersection also being the Southwest corner of said City Block 4807; thence along said Eastern right-of-way line, North 08 degrees 30 minutes 12 seconds East a distance of 250.01 feet to a cut "X" in concrete marking the intersection of said Eastern right-of-way line of Taylor Avenue and the Southern line of a said 10 foot wide East-West Alley in said City Block 4807, said Alley vacated by St. Louis City ordinance Numbers 4897, 43170 and 56677; said Intersection also being the Northwest corner of Lot A3 of Station G Plat 3, a subdivision filed for record in Plat Book 05182012 page 0019, and said Intersection being THE TRUE POINT OF BEGINNING of the tract herein described; thence continue along said Eastern right-of-way line of Taylor Avenue, North 08 degrees 30 minutes 12 seconds East a distance of 186.20 feet to the intersection of said Eastern right-of-way line of Taylor Avenue and said Southern right-of-way line of Interstate Route 64, from said intersection a found Right-of-way Marker bears South 08 degrees 30 minutes 12 seconds West a distance of 0.47 feet; thence leaving said Eastern right-of-way line of Taylor Avenue along said Southern right-of-way line of Interstate Route 64 as follows: South 74 degrees 59 minutes 52 seconds East a distance of 241.71 feet to an angle point on said Southern right-of-way line, from said angle point a found Right-of-way Marker bears South 01 degrees 26 minutes 44 seconds West a distance of 1.54 feet; South 64 degrees 22 minutes 40 seconds East a distance of 217.08 feet to an angle point on said Southern right-of-way line, from said angle point a found Right-of-way Marker bears North 54 degrees 25 minutes 46 seconds West a distance of 1.77 feet, also a found 1/2 inch iron rod labeled LS-129-D bears South 56 degrees 27 minutes 25 seconds east a distance of 0.34 feet; South 60 degrees 36 minutes 44 seconds East a distance of 181.16 feet to a set 5/8 inch iron rod marking an angle point on said Southern right-of-way line, from said angle point a found Right-of-way Marker bears North 53 degrees 36 minutes 58 seconds West a distance of 4.24 feet; South 64 degrees 15 minutes 41 seconds East a distance of 214.71 feet to the intersection of said Southern right-of-way line of Interstate Route 64 and the Western right-of-way line of Newstead Avenue, 60 feet wide, from said intersection a found Right-of-way Marker bears South 65 degrees 34 minutes 34 seconds East a distance of 1.21 feet, also a found 1/2 inch iron rod labeled LS-129-D bears South 28 degrees 30 minutes 28 seconds east a distance of 0.22 feet; thence leaving said Southern right-of-way line of Interstate Route 64 along said Western right-of-way line of Newstead Avenue, South 14 degrees 37 minutes 36 seconds West a distance of 60.00 feet to the intersection of said Western right-of-way line of Newstead Avenue and said the Southern line of the 10 foot wide East-West Alley

in City Block 4807, from said intersection a set cotton picker spindle bears North 14 degrees 37 minutes 36 seconds East a distance of 12.00 feet, said intersection also being the Northeast corner of Lot C3 of said Station G Plat 3 Subdivision; thence leaving said Western right-of-way line of Newstead Avenue along said the Southern line of the 10 foot wide East-West Alley in City Block 4807, said Southern line of the Alley also being the Northern line of said Station G Plat 3 Subdivision, North 74 degrees 59 minutes 50 seconds West a distance of 820.82 feet to the point of beginning.

Containing 2.671 Acres, according to Survey by Grimes Consulting dated January 2012.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 8, 2012

**EXHIBIT A
DISTRICT MAP**



Current Zoning District		Rezoning Area
A Single-Family Dwelling District	G Local Commercial District	Rezone from
B Two-Family Dwelling District	H Area Commercial District	"J" to "F"
C Multiple-Family Dwelling District	I Central Business District	PDA-096-12-REZ
D Multiple-Family Dwelling District	J Industrial District	CITY OF ST. LOUIS
E Multiple-Family Dwelling District	K Unrestricted District	PLANNING & URBAN
F Neighborhood Commercial District	L Jefferson Memorial District	DESIGN AGENCY
		FRANCIS D. BARR, Mayor

**ORDINANCE #69279
Board Bill No. 137**

An Ordinance recommended by the Planning Commission on August 1, 2012, to change the zoning of property as indicated on the District Map, from "E" Multiple-Family Dwelling District and "H" Area Commercial District to the "H" Area Commercial District only, in City Block 3893 (100 N. Euclid Avenue), so as to include the described parcel of land in City Block 3893; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 3893 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

Parcel 1: Lots 21 to 25, inclusive of John Barker's Subdivision of Peter Lindell's Second Addition and in Block 3893 of the City of St. Louis, together fronting 236 feet 5 inches on the North line of West Pine Boulevard, by a depth Northwardly of 182 feet on its West line and 180 feet on its East line to an alley on which said Lots have a width of 263 feet, 10 inches; bounded West by Euclid Avenue.

Parcel 2: : Lots 26, 27 and 28 of John Barker's Subdivision of Block 51 of Peter Lindell's Second Addition and in Block 3893 of the City of St. Louis, together fronting 150 feet on the North line of West Pine Boulevard, by a depth Northwardly of 180 feet to an alley.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

**EXHIBIT A
DISTRICT MAP**



Approved: November 8, 2012

ORDINANCE #69280
Board Bill No. 163

An Ordinance recommended by the Planning Commission on September 5, 2012, to change the zoning of property as indicated on the District Map, from "F" Neighborhood Commercial District to the "C" Multiple-Family Dwelling District, in City Block 4563 (4106 [western portion of parcel only], 4112, 4114-16, 4118, 4122-24 & 4126-28 Finney and 4111, 4115-17, 4119, & 4121-23 C D Banks), from "C" Multiple-Family Dwelling District to the "G" Local Commercial & Office District in City Block 4564 (3914-16 & 3920-30 Finney) and from "C" Multiple-Family Dwelling District & "G" Local Commercial & Office District to the "G" Local Commercial & Office District only, in City Block 4564 (1037-49 N. Vandeventer) and to change the zoning of property as indicated on the District Map, from "G" Local Commercial & Office District (3900 CD Banks and 1015 N. Vandeventer) and "C" Multiple-Family Dwelling District (3906-10, 3912 & 3916 CD Banks) to the "D" Multiple-Family Dwelling District, in City Block 4565, so as to include the described parcels of land in City Blocks 4563, 4564 and 4565; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 4563 is hereby changed to the "C" Multiple-Family Dwelling District, in City Block 4564 is hereby changed to the "G" Local Commercial and Office District and in City Block 4565 is hereby changed to the "D" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

WESTERN PARCELS - PART OF CITY BLOCK 4563

Loc. No. 4563-00-02100 (Western Portion only of Parcel)

#4106 FINNEY AVE.

THE WESTERN PART OF THE EASTERN 25 FEET OF LOT 12 OF FINNEY'S ADDITION AND IN CITY BLOCK 4563 OF THE CITY OF ST. LOUIS, FRONTING 2.13 FEET ON THE SOUTH LINE OF FINNEY AVENUE, BY A DEPTH SOUTHWARDLY OF 162 FEET 6 INCHES TO THE NORTH LINE OF C.D. BANKS AVENUE, AND FRONTING 2.82 FEET ALONG THE NORTH LINE OF C. D. BANKS AVENUE. BEING PART OF THE PROPERTY KNOWN AS AND NUMBERED 4563-00-2100 AND ALSO KNOWN AS 4106 FINNEY AVENUE, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-01700

#4126-4128 FINNEY AVE.

PART OF LOT 12 OF DUNEGAND SUBDIVISION AND IN CITY BLOCK 4563 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF FINNEY AVENUE, BY A DEPTH SOUTHWARDLY OF 162 FEET 6 INCHES TO THE NORTH LINE OF C.D. BANKS AVENUE; BOUNDED EAST 261 FEET WEST OF THE WEST LINE OF SARAH STREET. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY KNOWN AS AND NUMBERED 4126-28 FINNEY AVENUE, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-01800

#4122-4124 FINNEY AVE.

A PARCEL OF LAND IN FIN NEY ADDITION AND IN CITY BLOCK 4563 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF FINNEY AVENUE, BY A DEPTH SOUTHWARDLY OF 85 FEET TO A POINT; BOUNDED EAST 211 FEET WEST OF THE WEST LINE OF SARAH STREET. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4122-24 FINNEY AVENUE, ST. LOUIS, MISSOURI. ALSO DESCRIBED AS:

BEGINNING AT A POINT 209' 6-1/2" WEST OF THE NORTHEAST CORNER OF CITY BLOCK 4563, THENCE EXTENDING WESTWARDLY 50' ON THE SOUTH SIDE OF FINNEY AVENUE, THENCE SOUTHWARDLY 85' TO A POINT 259' 6-1/2" WEST OF SARAH STREET, THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF FINNEY AVENUE 50', THENCE NORTHWARDLY 85' TO THE POINT OF

BEGINNING, KNOWN AS AND NUMBERED 4122-24 FINNEY AVENUE, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-01850

#4118 FINNEY AVE.

PART OF LOT 12 OF THE SUBDIVISION OF FINNEY ESTATE, AND IN BOOK 4563 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET ON THE SOUTH LINE OF FINNEY AVENUE BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 81 FEET 3 INCHES; BOUNDED EAST BY A LINE PARALLEL WITH A DISTANT 100 FEET WEST OF THE EAST LINE OF SAID LOT 12. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4118 FINNEY AVENUE, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-01900

#4114-4116 FINNEY AVE.

PART OF LOT TWELVE (12) OF SUBDIVISION OF FINNEY ESTATE IN UNITED STATES SURVEY 3285 IN BLOCK FORTY-FIVE HUNDRED SIXTY-THREE (4563) OF THE CITY OF ST. LOUIS FRONTING FIFTY (50) FEET ON THE SOUTH LINE OF FINNEY AVENUE BY A DEPTH SOUTHWARDLY OF NINETY (90) FEET; BOUNDED EAST BY A LINE 50 FEET WEST OF THE EAST LINE OF SAID LOT TWELVE (12); TOGETHER WITH IMPROVEMENTS THEREON KNOWN AS 4114 AND 4116 FINNEY AVENUE, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-02000

#4112 FINNEY AVE.

PART OF LOT 12 IN FAIRFAX ADDN. AND IN CITY BLK. 4563 OF THE CITY OF ST. LOUIS, FRONTING 25 FT. ON THE SOUTH LINE OF FINNEY AVE. AND BY A DEPTH SOUTHWARDLY OF 82 FT. 6 INCHES TO A POINT; BOUNDED EAST 110 FT. WEST OF THE WEST LINE OF SARAH ST. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4112 FINNEY, ST. LOUIS, MISSOURI.

Loc. No. 4563-00-02600

#4121-4123 C D BANKS AVE.

PART OF LOT 12 OF FINNEY ESTATE ADDITION AND IN CITY BLOCK 4563 OF THE CITY OF ST. LOUIS, FRONTING 50' ON THE NORTH LINE OF FAIRFAX AVENUE, BY A DEPTH NORTHWARDLY OF 77' 6" TO A POINT. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4121-5 FAIRFAX, ST. LOUIS, MISSOURI. BEING THE SAME PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 6541, PAGE 242, OF THE RECORDER'S OFFICE, AND ALSO KNOWN AS PARCEL 4563-00-2600 OF THE CITY OF ST. LOUIS.

Loc. No. 4563-00-02500

#4119 C D BANKS AVE.

PART OF LOT 12 OF THE SUBDIVISION OF THE FINNEY ESTATE AND IN CITY BLOCK 4563, FRONTING 25 FEET ON THE NORTH LINE OF FAIRFAX AVENUE, BY A DEPTH NORTH 81 FEET 3 INCHES; BOUNDED EAST 184 6-1/2 INCHES WEST OF THE WEST LINE OF SARAH STREET. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4119 FAIRFAX AVENUE, ST. LOUIS, MISSOURI. AND ALSO KNOWN AS PARCEL 4563-00-2500.

Loc. No. 4563-00-02400

#4115-4117 C D BANKS AVE.

PART OF LOT 12 OF THE SUBDIVISION OF THE FINNEY ESTATE AND IN CITY BLOCK 4563, FRONTING 50 FEET ON THE NORTH LINE OF FAIRFAX AVENUE, BY A DEPTH NORTH 72 FEET 6 INCHES; BOUNDED EAST 50 FEET WEST OF THE EAST LINE OF LOT 12. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4115-17 FAIRFAX AVENUE, ST. LOUIS, MISSOURI. AND ALSO KNOWN AS PARCEL 4563-00-2400.

Loc. No. 4563-00-02300

#4111 C D BANKS AVE.

A PARCEL OF LAND IN FINNEY ADDITION AND IN CITY BLOCK 4563 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET ON THE NORTH LINE OF C.D. BANKS AVENUE, BY A DEPTH NORTHWARDLY OF 80 FEET TO A POINT; BOUNDED EAST 109 FEET 10 INCHES WEST OF THE WEST LINE OF SARAH STREET. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 4111 C.D. BANKS AVENUE, ST. LOUIS, MISSOURI.

EASTERN PARCELS - PART OF CITY BLOCK 4564

Loc. No. 4564-00-03900

#1037-1049 NORTH VANDEVENTER AVE.

THE EAST 140 FEET OF LOT 9 OF THE SUBDIVISION OF THE ESTATE OF JOHN AND WILLIAM FINNEY IN U.S. SURVEY 3285, AND IN THE CITY BLOCK 4564 OF THE CITY OF ST. LOUIS, MISSOURI, FRONTING 140 FEET ON THE SOUTH LINE OF FINNEY AVENUE, BY A DEPTH SOUTHWARDLY OF 162 FEET 6 INCHES TO THE NORTH LINE OF FAIRFAX AVENUE; BOUNDED EAST BY VANDEVENTER AVENUE.

Loc. No. 4564-00-03800

#3914-3916 FINNEY AVE.

PART OF LOT 9 OF FINNEY ESTATE AND IN BLOCK 4564 OF THE CITY OF ST. LOUIS, MISSOURI, BEGINNING AT A POINT IN THE SOUTH OF FINNEY AVENUE, 140 FEET WEST OF THE WEST LINE OF VANDEVENTER AVENUE, THENCE WEST ALONG THE SOUTH LINE OF FINNEY AVENUE 82 FEET 10 INCHES, THEN SOUTH 162 FEET 6 INCHES TO FAIRFAX AVENUE, THENCE EAST ALONG THE NORTH LINE OF FAIRFAX AVENUE 82 FEET 10 INCHES TO THE PROPERTY NOW OR FORMERLY OF UHRI THENCE NORTH ALONG THE WEST LINE OF PROPERTY, NOW OR FORMERLY OF UHRI 182 FEET 6 INCHES TO THE SOUTH LINE OF FINNEY AVENUE TO THE POINT OF BEGINNING.

Loc. No. 4564-00-03700

#3920-3930 FINNEY AVE.

THE WESTERN 80 FEET 2 INCHES OF LOT 9 OF THE SUBDIVISION OF THE ESTATES OF JOHN AND WILLIAM FINNEY AND IN CITY BLOCK 4564 OF THE CITY OF ST. LOUIS, MISSOURI, FRONTING 80 FEET 2 INCHES ON THE SOUTH LINE OF FINNEY AVENUE BY A DEPTH SOUTHWARDLY OF 162 FEET 6 INCHES TO THE NORTH LINE OF FAIRFAX AVENUE, ON WHICH IT HAS A FRONT OF 80 FEET 2 INCHES, BOUNDED EAST BY A LINE 222 FEET 10 INCHES WEST OF AND PARALLEL WITH THE WEST LINE OF VANDEVENTER AVENUE.

EAST PARCELS – PART OF CITY BLOCK 4565**Loc. No. 4565-00-04300****#3900 C D BANKS AVE.**

THE NORTH PART OF LOTS 1 AND 2 OF FRANKLIN PLACE, A SUBDIVISION IN U. S. SURVEY 1276, AND IN CITY BLOCK 4565, FRONTING 70 FEET ON THE SOUTH LINE OF FAIRFAX AVENUE BY A DEPTH SOUTH OF 99 FEET 7-1/4 INCHES; BOUNDED ON THE EAST BY VANDEVENTER AVENUE.

Loc. No. 4565-00-04400**#1015 NORTH VANDEVENTER AVE.**

THE SOUTHERN 25 FEET 4-3/4 INCHES OF LOTS NOS. 1 AND 2 OF FRANKLIN PLACE AND IN CITY BLOCK 4565 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET 4-3/4 INCHES ON THE WEST LINE OF VANDEVENTER AVENUE BY A DEPTH OF 70 FEET; BOUNDED ON THE SOUTH BY AN ALLEY AND ON THE NORTH BY A LINE 99 FEET 7-1/4 INCHES SOUTH OF FAIRFAX AVENUE.

Loc. No. 4565-00-04200**#3906-3910 C D BANKS AVE.**

LOTS 3 AND 4 IN FRANKLIN PLACE SUBDIVISION AND IN BLOCK 4565 OF THE CITY OF ST. LOUIS, FRONTING 60 FEET ON THE SOUTH LINE OF FAIRFAX AVENUE, BY A DEPTH SOUTHWARDLY OF 125 FEET TO AN ALLEY 15 FEET WIDE.

Loc. No. 4565-00-04100**#3912 C D BANKS AVE.**

LOT 5 OF FRANKLIN PLACE SUBDIVISION AND IN BLOCK 4565 OF THE CITY OF ST. LOUIS, FRONTING 30 FEET ON THE SOUTH LINE OF FAIRFAX AVENUE, BY A DEPTH SOUTHWARDLY OF 125 FEET TO AN ALLEY.

Loc. No. 4565-00-04000**#3916 C D BANKS AVE.**

LOT 6 OF FRANKLIN PLACE SUBDIVISION AND IN BLOCK 4565 OF THE CITY OF ST. LOUIS, FRONTING 30 FEET ON THE SOUTH LINE OF FAIRFAX AVENUE, BY A DEPTH SOUTHWARDLY OF 125 FEET TO AN ALLEY.

Loc. No. 4565-00-04500**#3901-3907 WEST BELLE PLACE**

A LOT IN BLOCK 4565 OF THE CITY OF ST. LOUIS, FRONTING 100 FEET ON THE NORTH LINE OF WEST BELLE PLACE, BY A DEPTH NORTHWARDLY OF 147 FEET 6 INCHES TO AN ALLEY; BOUNDED EAST BY VANDEVENTER AVENUE.

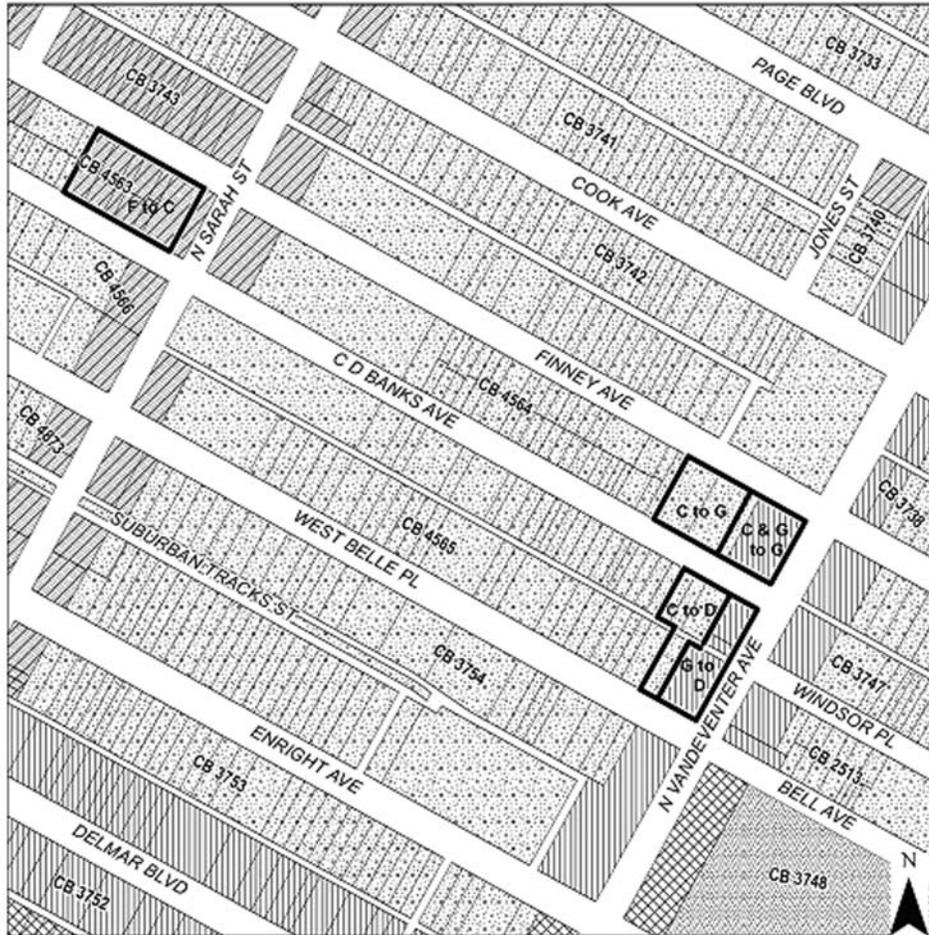
Loc. No. 4565-00-04600**#3911-3913 WEST BELLE PLACE**

PART OF LOT 12 IN THE SUBDIVISION OF THE BEQUETTE TRACT AND IN BLOCK 4565 OF THE CITY OF ST. LOUIS, MISSOURI, BEGINNING ON THE NORTH LINE OF WEST BELLE PLACE, 100 FEET WEST OF THE WEST LINE OF VANDEVENTER AVENUE; THENCE RUNNING WESTWARDLY 44 FEET 6 INCHES; THENCE NORTH AND PARALLEL WITH THE VANDEVENTER AVENUE, 147

FEET 7 INCHES TO AN ALLEY; THENCE EAST 44 FEET 6 INCHES; THENCE SOUTH 147 FEET 7 INCHES TO THE POINT OF BEGINNING.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A DISTRICT MAP



Current Zoning District

- | | | | |
|--|-------------------------------------|--|-------------------------------|
| | A Single-Family Dwelling District | | G Local Commercial District |
| | B Two-Family Dwelling District | | H Area Commercial District |
| | C Multiple-Family Dwelling District | | I Central Business District |
| | D Multiple-Family Dwelling District | | J Industrial District |
| | E Multiple-Family Dwelling District | | K Unrestricted District |
| | F Neighborhood Commercial District | | L Jefferson Memorial District |

Rezoning Area

Rezoning from "F" to "C",
"C" to "G", "C & G" to "G",
"C" to "D" and "G" to "D".

PDA-098-12-REZ

CITY OF ST. LOUIS
PLANNING & URBAN
DESIGN AGENCY
FRANCIS G. BUSH, Mayor

Approved: November 8, 2012

ORDINANCE #69281
Board Bill No. 164

An Ordinance recommended by the Planning Commission on September 5, 2012, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District (4307-09, 4311, 4315, 4317, 4321, 4325 & 4327 John Avenue) and "F" Neighborhood Commercial District (3727 Carter Avenue) to the "D" Multiple-Family Dwelling District, in City Block 2482, so as to include the described parcels of land in City Block 2482; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 2482 is hereby changed to the "D" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

4327 John Ave.

Lot 12 in Block 52 of the Second Subdivision of John Gano Bryan's Estate and in City Block 2482 of the City of St. Louis, fronting 50 feet on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley.

4325 John Ave.

The Northern 24 feet of Lot 13 in Block 52 of Second Subdivision of John Gano Bryan's Estate and in Block 2482 of the City of St. Louis, fronting 24 feet on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley.

4321 John Ave.

The Southern 26 feet of Lot 13 in Block 52 of Second Subdivision of John Gano Bryan's Estate and in Block 2482 of the City of St. Louis, fronting 26 feet on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley.

4317 John Ave.

The Northern 33 feet of Lot 14 in Block 52 of Bryans Addition and in Block 2482 of the City of St. Louis, fronting 33 feet on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley, 15 feet wide.

4311 John Ave.

The Southern 33 feet 4 inches of Lot 15 in Block 52 of John G. Bryan's Second Subdivision and in Block 2482 of the City of St. Louis, fronting 33 feet 4 inches on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley, 15 feet wide.

4307-9 John Ave.

The North half of lot 16 in block 52 of Second Subdivision of Bryan's Estate and in city block 2482 of the City of St. Louis, fronting 25 feet on the West line of John Avenue, by a depth west of 107 feet 6 inches to an alley,

3727 Carter

Lot number 17 in block number 52 of Second Subdivision of John G. Bryan's Estate, and in block number 2482 of the City of St. Louis, fronting 50 feet on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an alley, bounded on the south by Carter Avenue.

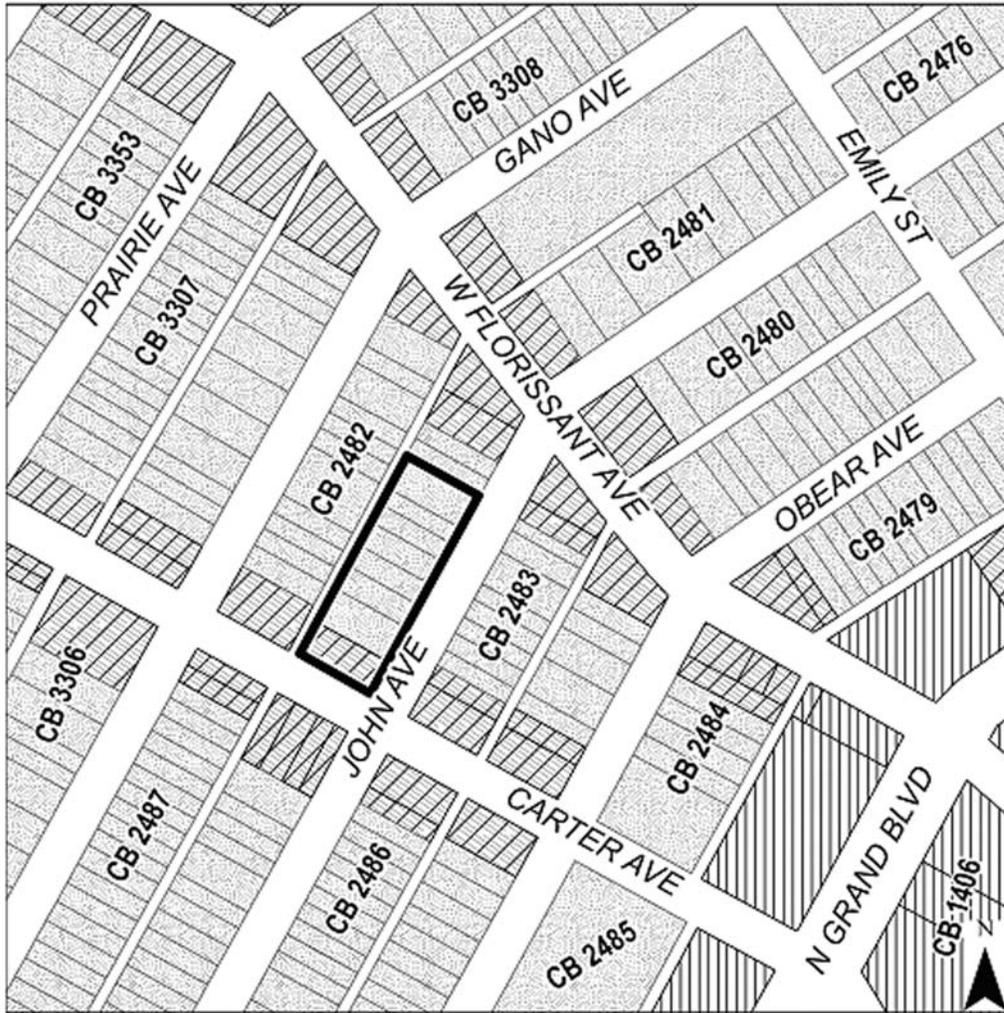
4315 John Ave.

The Southern 16 feet 8 inches of Lot 14 and the Northern 16 feet 8 inches of Lot No. 15 in Block 52 of the Second Subdivision of John Gano Bryan's Estate and in Block No. 2482 of the City of St. Louis, having a front together of 33 feet 4 inches on the West line of John Avenue, by a depth Westwardly of 107 feet 6 inches to an

alley.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A DISTRICT MAP



Current Zoning District

- | | | | |
|--|-------------------------------------|--|-------------------------------|
| | A Single-Family Dwelling District | | G Local Commercial District |
| | B Two-Family Dwelling District | | H Area Commercial District |
| | C Multiple-Family Dwelling District | | I Central Business District |
| | D Multiple-Family Dwelling District | | J Industrial District |
| | E Multiple-Family Dwelling District | | K Unrestricted District |
| | F Neighborhood Commercial District | | L Jefferson Memorial District |

Rezoning Area

Rezoning from
"B" & "F" to "D"

PDA-099-12-REZ



Approved: November 8, 2012

ORDINANCE #69282
Board Bill No. 169
Committee Substitute

An Ordinance pertaining to impeding and interfering with pedestrian and vehicular traffic; repealing Section One, part 827.280, of Ordinance 57831, codified as Section 17.16.270 of the Revised Code of the City of St. Louis, and enacting in lieu thereof new provisions pertaining to the interference of pedestrian and vehicular traffic; containing a severability clause, penalty clause and an emergency clause.

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

SECTION ONE: FINDINGS.

1. The City of St. Louis is authorized to regulate the use of public highways, streets, boulevards, sidewalks, alleys, parks, public grounds, squares, wharves, bridges, viaducts, subways, and tunnels, pursuant to Article I, Section 1 (14) of the Charter of the City of St. Louis. Further, the City of St. Louis is authorized “[t]o define and prohibit, abate, suppress and prevent or license and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental or liable to be detrimental to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the city and all nuisances and causes thereof.” Charter of the City of St. Louis, Article I, Section 1 (25). Moreover at Article I, Section 1 (33) of the Charter of the City of St. Louis, the City is empowered to “do all things whatsoever expedient for promoting or maintaining the comfort, education, morals, peace, government, health, welfare, trade, commerce or manufactures of the city or its inhabitants.”
2. The residents of, visitors to, businesses owners of, and taxpayers within the City of St. Louis have an interest in protecting themselves from the health and safety problems associated with having their reasonable movement as pedestrians or while in vehicles obstructed, impeded, interfered, hindered or delayed or being solicited for a ride, employment, business or contributions while in their vehicles.
3. It has been determined that existing law does not sufficiently address the interest of the public and the health and safety problems associated with interfering with pedestrian and vehicular traffic, because the current law does not clearly define what behavior is proscribed as impeding and interfering with pedestrian and vehicular traffic.

SECTION TWO. Section One, part 827.280, of Ordinance 57831, codified as Section 17.16.270 of the Revised Code of the City of St. Louis is hereby repealed.

SECTION THREE. DEFINITIONS.

As used herein:

1. **Public Place** means a street; roadway; sidewalk; alley; highway; bridge; overpass; passageway; driveway entrance; entrance or exit to a parking lot or garage; bus stop; park; median; and property (whether public or private) that is immediately adjacent to a street, roadway, sidewalk, alley, highway, bridge, overpass, passageway, driveway entrance, entrance or exit to a parking lot or garage, bus stop, park, or median.
2. **Public Building** means any structure that has a business license from the City of St. Louis; conducts governmental business on behalf of the United States of America, State of Missouri or City of St. Louis, or other authorized governmental entity; non-profit entity; restaurants, banks, shops, gyms, financial institutions, libraries, museums, hotels and other entities that invite the public as customers, patrons or visitors; place of employment; schools; medical facilities; places of worship; and residential property of more than 4 dwelling units.
3. **Private Building or Private Place** means any residential property or lot of fewer than 5 dwelling units.

SECTION FOUR

1. Enacted in lieu are the following new provisions:

17.16.275 Impeding and Interfering with Pedestrian and Vehicular Traffic.

A. No person, or persons congregating with another or others, shall stand or otherwise position himself or herself in any public place in such a manner as to obstruct, impede, interfere, hinder or delay the reasonable movement of vehicular or pedestrian traffic.

B. No person, or persons congregating with another or others, shall stand or otherwise position himself or herself in any entrance, exit, corridor or passage of any public building in such a manner as to obstruct, impede, interfere, hinder or delay the reasonable movement of vehicular or pedestrian traffic.

C. No person, or persons congregating with another or others, shall stand or otherwise position himself or herself at the entrance or exit to a private building, including driveway, entrance to a garage and entrance to a parking pad, in such a manner as to obstruct, impede, interfere, hinder or delay the reasonable movement of vehicular or pedestrian traffic.

D. No person, or persons congregating with another or others, shall for the purpose of selling or offering for sale goods or services without a license; or soliciting a ride, employment, business, or contributions from vehicular traffic:

1. stand or otherwise position himself or herself in any public place;
2. stand or otherwise position himself or herself at the entrance or exit to a private building or public building, including the driveway, entrance/exit to a garage and entrance/exit to a parking pad.

E. No person who has committed an act or acts within the description of subparagraphs A through D above, upon being given an order by a police officer, state trooper, marshal, ranger, firefighter, Missouri authorized security guard, or other authorized law enforcement or emergency response personnel to disperse, clear, or otherwise move, shall fail or refuse to obey such order. Such failure or refusal shall constitute the separate offense of failure to obey a dispersing order by a police officer, state trooper, marshal, ranger, firefighter, Missouri authorized security guard, or other authorized law enforcement or emergency response personnel.

F. Any person violating any of the provisions of this Ordinance shall, for each such violation, be guilty of a Class A misdemeanor and upon conviction shall be subject to a fine of no less than one hundred dollars (\$100) and not more than five hundred dollars (\$500) or by imprisonment for not more than ninety days, or by both fine and imprisonment.

SECTION THREE. Severability Clause.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

SECTION FOUR. Emergency Clause.

The passage of this ordinance being deemed necessary for immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter, and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor

Approved: November 8, 2012

**ORDINANCE #69283
Board Bill No. 170**

An Ordinance recommended by the Planning Commission on July 6, 2011, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "H" Area Commercial District, in City Block 5035 (3930 McPherson Avenue), so as to include the described parcel of land in City Block 5035; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 5035 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

LAND DESCRIPTION-PARCEL 2-EXCEPTING ALLEY

A TRACT OF LAND BEING PART OF CITY BLOCK 5035 OF THE CITY OF ST. LOUIS, MISSOURI AND BEING

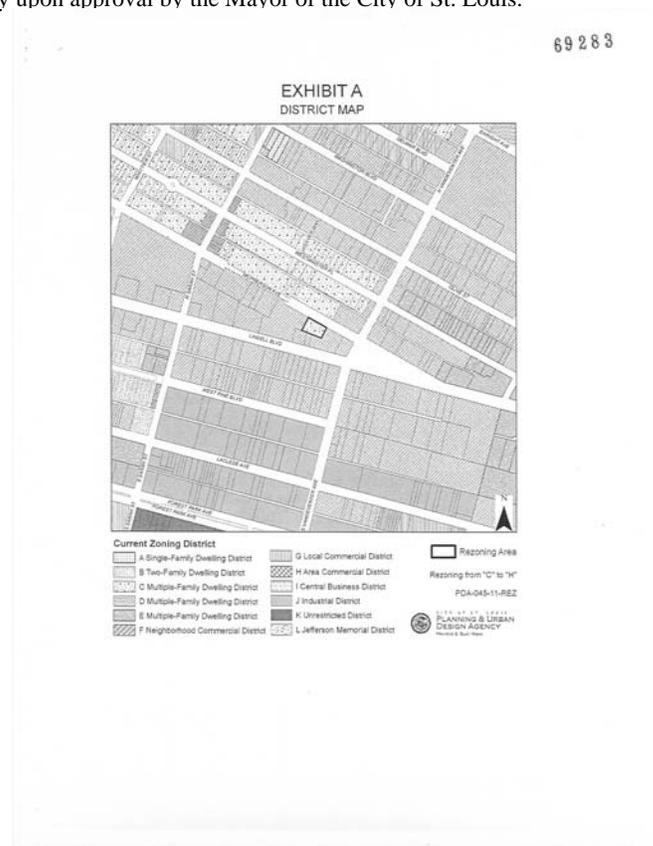
MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF McPHERSON AVENUE, 80' WIDE, 266.33 FEET WEST OF THE WEST LINE OF VANDEVENTER AVENUE, 60 FEET WIDE, SAID POINT BEING ALSO ON THE WEST LINE OF AN ALLEY VACATED BY CITY ORDINANCE 59623; THENCE ALONG THE WEST

LINE OF SAID ALLEY, SOUTH 28 DEGREES 53 MINUTES 50 SECONDS WEST 93.15 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE ALONG THE NORTH LINE OF SAID ALLEY NORTH 69 DEGREES 05 MINUTES 41 SECONDS WEST 170.32 FEET TO A POINT ON THE EAST LINE OF LOT A OF "3949 LINDELL BOULEVARD, A CONSOLIDATION PLAT" AS RECORDED IN BOOK 01032006 PAGE 0324 OF THE CITY OF ST. LOUIS RECORDS; THENCE ALONG THE EAST LINE OF LOT A OF SAID CONSOLIDATION PLAT, NORTH 28 DEGREES 53 MINUTES 51 SECONDS EAST 117.50 FEET TO A POINT ON THE SOUTH LINE OF McPHERSON AVENUE, 80' WIDE; THENCE ALONG THE SOUTH LINE OF McPHERSON AVENUE, SOUTH 60 DEGREES 52 MINUTES 34 SECONDS EAST 168.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,765 SQUARE FEET.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: November 8, 2012

ORDINANCE #69284
Board Bill No. 177

An ordinance providing for the unconditional vacation and abolition of a public right-of-way in a portion of the easternmost 115 feet of the northern 15 foot wide east/west alley in City Block 4380-E as bounded by Penrose Park (CB 4379), Euclid Ave., Penrose St., Aubert Ave. in the City of St. Louis, Missouri, and containing an emergency clause.

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

SECTION ONE: The following public right-of way is hereby vacated and abolished, unconditionally and without any reservations of rights therein, in the project area.

The public surface rights of vehicle, equestrian and pedestrian travel, between the right-of-way of:

A parcel of ground in City Block 4380-E, in the City of St. Louis, Missouri, described as follows:

Commencing at the western line of Euclid Avenue, 50 feet wide with the northern line of Penrose Street, 50 feet wide; thence north 28 degrees 30 minutes 39 seconds east 410.75 feet, along the western line of said Euclid Avenue, to the southeastern corner of a east/west alley, 15 feet wide, also being the point of beginning; thence north 61 degrees 01 minutes 51 seconds west 115.00 feet, along the southern line of said east/west alley to a point in the eastern line of a north/south alley; thence north 28 degrees 30 minutes 39 seconds east 15.00 feet, along the eastern line of said north/south alley, to a point in the northern line of said east/west alley; thence south 61 degrees 01 minutes 51 seconds east 115.00 feet, along the northern line of said east/west alley, to a point in the western line of said Euclid Avenue; thence south 28 degrees 30 minutes 39 seconds west 15.00 feet, along the western line of said Euclid Avenue, and to the southern line of said east/west alley and point beginning and containing 1,725 square feet, as prepared by Pitzman's Company.

SECTION TWO: Petitioned by The City of St. Louis and Land Reutilization Authority. Vacated area will be used to expand Penrose Park. An affidavit and mylar will be submitted and approved by the Board of Public Service for recording purposes.

SECTION THREE: All cobblestones and granite curbing within the right-of-way to be vacated that are removed shall be conveyed to a location to be designated by the Director of Streets of the City of St. Louis.

SECTION FOUR: The passage of this Ordinance being deemed necessary to the carrying out of a public project and the development of a public work or improvement, for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69285
Board Bill No. 187

An ordinance establishing a stop site for all northbound and southbound traffic traveling on North 1st Street at Angelica Street and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site northbound and southbound traffic traveling on North 1st Street at Angelica Street. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69286
Board Bill No. 188

An ordinance establishing a stop site for all eastbound and westbound traffic traveling on Arsenal Street at Oak Hill Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site eastbound and westbound traffic traveling on Arsenal Street at Oak Hill Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 8, 2012

ORDINANCE #69287
Board Bill No. 194

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit a 2013 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD") as required to apply for funding under the Federal Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), Emergency Solutions Grant ("ESG") and Housing Opportunities for Persons with AIDS ("HOPWA") Entitlement Programs, authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of 2013 CDBG, HOME, ESG and HOPWA funds, appropriating the sum of Seventeen Million Three Hundred Eighty-Six Thousand One Hundred Seventy-Nine Dollars (\$17,386,179) which the City estimates will be available for the 2013 CDBG Program Year; appropriating the sum of Two Million Four Hundred Twenty Three Thousand Five Hundred Eight-Six Dollars (\$2,423,586) which the City estimates will be available for the 2013 HOME Program Year; appropriating the sum of One Million Seven Hundred Thousand Dollars (\$1,700,000) which the City estimates will be available for the 2013 ESG Program Year; and appropriating the sum of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) which the City estimates will be available for the 2013 HOPWA Program Year, authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG and HOME funds, to establish and implement a lump sum drawdown procedure for the purpose of financing property rehabilitation activities, to establish and implement a program to guarantee in whole or in part construction loans from private financial institutions, and/or to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, authorizing and directing the Director of the Department of Human Services ("DHS") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of ESG funds, authorizing and directing the Director of Health and Hospitals to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of HOPWA funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, 2013 CDBG, HOME, ESG and HOPWA funding will become available on January 1, 2013; and

WHEREAS, in order to receive these funds, the City of St. Louis must submit to HUD a 2013 Annual Action Plan by November 15, 2012; and

WHEREAS, it is estimated that the 2013 CDBG Entitlement, together with previous year CDBG funds available for re-allocation, CDBG Program Income generated by activities conducted with previous year CDBG funds that have not yet been appropriated for any purpose and CDBG Program Income estimated to be generated by activities conducted in 2013 with CDBG funds, will amount to the sum of Seventeen Million Three Hundred Eighty-Six Thousand One Hundred Seventy-Nine Dollars (\$17,386,179); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the CDBG Entitlement and Program Income Funds for these needs, to establish and implement a lump sum drawdown procedure to finance and facilitate property rehabilitation activities to establish and implement a program to guarantee in whole or in part construction loans from private financial institutions, and to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, and

WHEREAS, it is estimated that the 2013 HOME Entitlement, together with previous year HOME funds available for allocation, HOME Program Income generated by activities conducted with previous year HOME funds that have not yet been appropriated for any purpose and HOME Program Income estimated to be generated by activities conducted in 2013 with HOME funds, will amount to the sum of Two Million Four Hundred Twenty Three Thousand Five Hundred and Eight-Six Dollars (\$2,423,586); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the HOME Entitlement and Program Income Funds for these needs and to establish and implement a program to guarantee in whole or in part construction loans from private financial institutions; and

WHEREAS, it is estimated that the 2013 ESG Entitlement, together with previous year ESG funds available for allocation, will amount to the sum of One Million Seven Hundred Thousand Dollars (\$1,700,000); and

WHEREAS, the City desires to appropriate the ESG Entitlement for needs related to the purpose of the ESG program; and

WHEREAS, it is estimated that the 2013 HOPWA Entitlement, together with previous year HOPWA funds available for allocation, will amount to the sum of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000); and

WHEREAS, the City desires to appropriate the HOPWA Entitlement for needs related to the purpose of the HOPWA program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit an Annual Action Plan to the Department of Housing and Urban Development in order to make application for the 2013 CDBG, HOME, ESG and HOPWA Entitlement Programs.

Section Two. There is hereby appropriated the sum of Seventeen Million Three Hundred Eighty-Six Thousand One Hundred Seventy-Nine Dollars (\$17,386,179) of 2013 CDBG funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with lump sum drawdowns intended to facilitate property rehabilitation activities, including agreements associated with guarantees in whole or in part of construction loans from private financial institutions, and including agreements associated with the establishment and implementation of a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, on behalf of the City, which are necessary to carry out the City's CDBG and HOME programs and to expend said funds for the purposes and in the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is further authorized to transfer funds among the purposes described in Exhibit A when requested by the Alderman in whose ward the funds were budgeted pursuant to this Ordinance with the approval of the Board of Estimate and Apportionment, to transfer funds among the other purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment, to substitute HOME funding for CDBG funding budgeted pursuant to this ordinance with the approval of the Board of Estimate and Apportionment, and, to the extent that additional Tax Increment Financing Revenue, program income and/or other funds become available that reduce the amount of new CDBG funds required to make the Section 108 loan payment, to add the amount of the CDBG Section 108 loan payment reduction to the Citywide housing production allocation, provided that the Board of Estimate and Apportionment shall approve the expenditure of such funds.

Section Three. There is further hereby appropriated the sum of Two Million Four Hundred Twenty-Three Thousand Five Hundred Eighty-Six Dollars (\$2,423,586) of 2013 HOME Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents including agreements associated with guarantees in whole or in part of construction loans from private financial institutions, on behalf of the City, which are necessary to carry out the City's HOME programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is further authorized to transfer funds among the purposes described in Exhibit A when requested by the Alderman in whose ward the funds were budgeted pursuant to this Ordinance with the approval of the Board of Estimate and Apportionment, to transfer funds among the other purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment, and to substitute CDBG funding for HOME funding budgeted pursuant to this ordinance with the approval of the Board of Estimate and Apportionment. At least fifteen percent of the aforesaid 2013 HOME funds, or Three Hundred Sixty Three Thousand Five Hundred Thirty-Eight Dollars (\$363,538), must be committed to projects to be undertaken by certified Community Housing Development Organizations (CHDOs).

Section Four. There is further appropriated the sum of One Million Seven Hundred Thousand Dollars (\$1,700,000) of 2013 ESG Funds. The Director of the Department of Human Services is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out the City's ESG programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Five. There is further appropriated the sum of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) of 2013 HOPWA Funds. The Director of Health and Hospitals is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out the City's HOPWA programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Six. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A			
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS			
2013 BUDGET			
PROGRAMS/OPERATING AGENCY	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
<i>Public Services (Citywide)</i>	\$ 372,000	\$ 372,000	\$ 0
Community Education Centers St. Louis Board of Education (CDBG)	\$ 49,662	\$ 49,662	\$ 0
Community Health-in-Partnership Services Community Health-in-Partnership Services (CDBG)	\$ 295,000	\$ 295,000	\$ 0
Elderly Services St. Louis Area Agency on Aging (CDBG)	\$ 15,903	\$ 15,903	\$ 0
Elmer Hammond Day Care Vaughn Tenant Association (CDBG)	\$ 318,060	\$ 318,060	\$ 0
Expanded Recreation Program Department of Parks, Recreation and Forestry (CDBG)	\$ 278,349	\$ 278,349	\$ 0
Housing Resources Center Catholic Charities (CDBG)	\$ 269,550	\$ 269,550	\$ 0
Operation Brightside Clean-up Department of Parks, Recreation and Forestry (CDBG)	\$ 219,480	\$ 219,480	\$ 0
Problem Property Team Program City Counselor's Office (CDBG)	\$ 19,065	\$ 19,065	\$ 0
Problem Property Team Program Municipal Courts (CDBG)	\$ 15,066	\$ 15,066	\$ 0
Problem Property Team Program Public Safety (CDBG)	\$ 31,806	\$ 312,806	\$ 0
Public Services (Citywide) Subtotal	\$ 1,883,941	\$ 2,164,941	\$ 0

EXHIBIT A			
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS			
2013 BUDGET			
PROGRAMS/OPERATING AGENCY	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
<i>Public Services (Specific Geographic Areas):</i>			
Adult Medicine Family Care Center of Carondelet (CDBG)	\$ 35,805	\$ 35,805	\$ 0
Senior Services City Seniors, Inc.	\$ 35,011	\$ 35,011	\$ 0
Carondelet Family Literacy Program Carondelet Community Betterment Federation (CDBG)	\$ 9,951	\$ 9,951	\$ 0
Hi-Pointe Center Hi-Pointe Center, Inc. (CDBG)	\$ 32,643	\$ 32,643	\$ 0
St. Elizabeth's Adult Day Care Center St. Elizabeth's Adult Day Care Center (CDBG)	\$ 14,322	\$ 14,322	\$ 0
Better Family Life Urban Rythms Better Family Life, Inc. (CDBG)	\$ 15,903	\$ 15,903	\$ 0
Youth and Family Center Youth and Family Center (CDBG)	\$ 19,902	\$ 19,902	\$ 0
Public Services (Specific Geographic Areas) Subtotal:	\$ 163,537	\$ 163,537	\$ 0
TOTAL PUBLIC SERVICES	\$ 2,047,478	\$ 2,047,478	\$ 0
<i>Interim Assistance - Citywide</i>			
LRA Property Maintenance/Board-Up St. Louis Development Corporation (CDBG)	\$ 534,155	\$ 534,155	\$ 0
TOTAL INTERIM ASSISTANCE	\$ 534,155	\$ 534,155	\$ 0
<i>Housing (Specific Geographic Areas):</i>			
<i>Special Activities by Community based Development Organizations (Specific Geographic Areas)</i>			
Carondelet Community based Development Organization Carondelet Community Betterment Federation (CDBG) (HOME)	\$ 226,125	\$ 151,125	\$ 75,000
Cental Corridor Community based Development Organization Park Central Development Corporation (CDBG)	\$ 178,932	\$ 178,932	\$ 0
DeSales Community Based Development Organization DeSales Community Housing Corporation (CDBG)	\$ 41,757	\$ 41,757	\$ 0
Dutchtown South Community Based Development Organization Dutchtown South Community Corporation (CDBG)	\$ 63,612	\$ 63,512	\$ 0
North Newstead CBDO North Newstead Association (CDBG) (HOME)	\$ 194,665	\$ 119,665	\$ 75,000

EXHIBIT A			
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS			
2013 BUDGET			
PROGRAMS/OPERATING AGENCY	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Grand Oak Hill Home Improvement Services Grand Oak Hill Community Corporation (CDBG) (HOME)	\$ 437,029	\$ 212,029	\$ 225,000
Hamilton Heights Community Based Development Organization Hamilton Heights Neighborhood Organization (CDBG)	\$ 151,177	\$ 151,177	\$ 0
UJAMAA Community Based Development Organization UJAMAA and the Black Family Land Trust (CDBG)	\$ 43,695	\$ 43,695	\$ 0
Riverview-West Florissant Community Based Development Organization Riverview-West Florissant Housing Corporation (CDBG)	\$ 496,575	\$ 271,575	\$ 225,000
Old North St. Louis Community Based Development Organization Old North St. Louis Restoration Group (CDBG)	\$ 47,709	\$ 47,709	\$ 0
Shaw Neighborhood Revitalization and Development Program Shaw Neighborhood Housing Corporation (CDBG)	\$ 52,452	\$ 52,452	\$ 0
Skinker DeBalliviere Community Based Development Organization Skinker DeBalliviere Community Council (CDBG)	\$ 41,385	\$ 41,385	\$ 0
Southwest Community Based Development Organization Southwest Neighborhood Improvement Assoc. (CDBG)	\$ 38,130	\$ 38,130	\$ 0
Third Ward CBDO Third Ward Housing Corporation (CDBG)	\$ 123,225	\$ 123,225	\$ 0
St. Louis Community Empowerment Foundation CBDO St. Louis Community Empowerment Foundation	\$ 118,962	\$ 118,962	\$ 0
Greater Ville Preservation Commission CBDO Greater Ville Preservation Commission (CDBG)	\$ 105,901	\$ 105,901	\$ 0
Better Family Life CBDO Better Family Life (CDBG)	\$ 82,108	\$ 82,108	\$ 0
Community Renewal CBDO Community Renewal and Development Corporation (CDBG)	\$ 115,150	\$ 40,150	\$ 75,000
Community Based Development Organization Subtotal:	\$ 2,558,589	\$ 1,883,489	\$ 675,000
<i>Home Repair & Rental Prop. Repair (Specific Geographic Areas)</i>			
Management Assistance and Repair Program DeSales Community Housing Corporation (CDBG)	\$ 49,662	\$ 49,662	\$ 0
Home Repair Program Loan Pool: (CDBG and HOME) Home Services, Inc.	\$ 1,725,000	\$ 300,000	\$ 1,425,000
City of St. Louis Building Division (CDBG)	\$ 267,933	\$ 267,933	\$ 0

EXHIBIT A			
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS			
2013 BUDGET			
PROGRAMS/OPERATING AGENCY	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Home Repair Construction Administration (CDBG) Home Services, Inc.	\$ 289,044	\$ 289,044	\$ 0
Home Repair/Rental Prop. Repair (Specific Geographic Area Subtotal:	\$ 2,331,639	\$ 906,639	\$ 1,425,000
Housing Production/Acquisition (Specific Geographic Areas)			
Housing Production/Acquisition - Ward Pool:			
Community Development Administration (CDBG/HOME)	\$ 2,395,026	\$ 2,305,000	\$ 90,026
Major Residential/Commercial Development Initiatives: Community Development Administration (CDBG)	\$ 1,444,800	\$ 1,444,800	\$ 0
Housing Production/Acquisition (Specific Geographic Areas) Subtotals:	\$ 3,839,826	\$ 3,749,800	\$ 90,026
TOTAL HOUSING (Specific Geographic Areas):	\$ 8,730,054	\$ 6,539,928	\$ 2,190,026
<i>Economic Development</i>			
<i>Commercial District Public Improvements & Facade (Specific Geographic Areas)</i>			
Neighborhood Commercial District Program Managers: St. Louis Development Corporation (CDBG)	\$ 481,597	\$ 481,597	\$ 0
Commercial District Incentives St. Louis Development Corporation (CDBG)	\$ 956,416	\$ 956,416	\$ 0
Commercial District Public Imp. & Facade (Specific Geographic Areas) Subtotal:	\$ 1,438,013	\$ 1,438,013	\$ 0
<i>Other Economic Development</i>			
Business Development Support Programs St. Louis Local Development Company (CDBG)	\$ 675,924	\$ 675,924	\$ 0
SLDC Major Project Administration St. Louis Local Development Company (CDBG)	\$ 314,061	\$ 314,061	\$ 0
Other Economic Development Subtotal:	\$ 989,985	\$ 989,985	\$ 0
TOTAL ECONOMIC DEVELOPMENT:	\$ 2,427,998	\$ 2,427,998	\$ 0
<i>Housing (Citywide):</i>			
<i>Low/Mod Homeowner Assistant Program (Citywide)</i>			
Senior Home Security Home Services, Inc. (CDBG)	\$ 477,090	\$ 477,090	\$ 0
Low/Mod Homeowner Assistant (Citywide) Subtotal:	\$ 477,090	\$ 477,090	\$ 0

EXHIBIT A			
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS			
2013 BUDGET			
PROGRAMS/OPERATING AGENCY	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Low/Mod Homeowner Assistance (Citywide) Subtotal:	\$ 477,090	\$ 477,090	\$ 0
<i>Section 108 Loan Repayment</i>			
Section 108 Loan Repayment Community Development Administration (CDBG)	\$ 1,215,396	\$ 1,215,396	\$ 0
TOTAL SECTION 108 LOAN REPAYMENT:	\$ 1,215,396	\$ 1,215,396	\$ 0
<i>Rehabilitation Administration</i>			
CDA Rehabilitation Administration Community Development Administration (CDBG/HOME)	\$ 839,660	\$ 668,160	\$ 171,500
TOTAL REHABILITATION ADMINISTRATION	\$ 839,660	\$ 668,160	\$ 171,500
<i>Planning and Administration (Citywide)</i>			
CDA Administration Community Development Administration (CDBG/HOME)	\$ 1,372,367	\$ 1,310,307	\$ 62,060
Federal Grants Administrative Support Office of the Comptroller - Federal Grants Section (CDBG)	\$ 35,340	\$ 35,340	\$ 0
Internal Audit Fiscal Monitoring Administrative Support Office of the Comptroller - Internal Audit Section (CDBG)	\$ 98,580	\$ 98,580	\$ 0
Legal Services Support Program City Counselor's Office (CDBG)	\$ 206,739	\$ 206,739	\$ 0
Capacity Development/Assistance for Minority Contractors Vashon/JVL Neighborhood Association (CDBG)	\$ 155,000	\$ 155,000	\$ 0
PDA Administration Planning and Urban Design Agency (CDBG)	\$ 1,248,432	\$ 1,248,432	\$ 0
SLDC Administration St. Louis Development Corporation (CDBG)	\$ 421,476	\$ 421,476	\$ 0
TOTAL PLANNING & ADMINISTRATION:	\$ 3,537,934	\$ 3,475,874	\$ 62,060
TOTAL BUDGET:	\$ 19,809,765	\$ 17,386,079	\$ 2,423,586

Approved: November 8, 2012

ORDINANCE #69288
Board Bill No. 167

An Ordinance authorizing the execution of a Master Redevelopment Agreement by and among the City, Bottle District Investors, L.L.C. ("BDI") and Northside Regeneration, LLC ("Northside"); prescribing the form and details of said Master Redevelopment Agreement; designating, establishing and implementing an area within the City for redevelopment; making certain findings and designations with respect thereto; authorizing other related actions; and containing a severability clause.

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

WHEREAS, pursuant to Ordinance No. 66560, the City designated a portion of the City as a redevelopment area under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act") and approved the Bottle District Redevelopment Plan, in furtherance of the redevelopment of such area; and

WHEREAS, pursuant to Ordinance No. 68484, the City designated a portion of the City as a redevelopment area under the TIF Act and approved the Northside Redevelopment Plan, in furtherance of the redevelopment of such area; and

WHEREAS, pursuant to Ordinance No. 69050, the Board of Aldermen consented to BDI's assignment to Northside of certain redeveloper rights, duties and obligations under certain Bottle District redevelopment documents and the transfer to Northside of all of BDI's right, title and interest in the property acquired by Northside within the Bottle District redevelopment area; and

WHEREAS, after due deliberation, the Board of Aldermen hereby determines that it is necessary and desirable and in the best interest of the City and the health, safety, morals and welfare of its inhabitants to enter into a Master Redevelopment Agreement, in the form attached hereto as Exhibit A as may be amended or changed as permitted herein, in order to cause the redevelopment of such areas and the curing of blighting conditions that have harmed the City; and

WHEREAS, the Board of Aldermen may enact ordinances providing for the clearance, replanning, reconstruction, redevelopment and rehabilitation of blighted, substandard or insanitary areas within the City pursuant to Article VI Section 21 of the Missouri Constitution; and

WHEREAS, after due deliberation, the Board of Aldermen hereby determines that it is necessary and desirable and in the best interest of the City and its inhabitants to designate, establish and implement an area for redevelopment, as more fully described in Exhibit B hereto, incorporated herein by reference for all purposes, to be known as the "BD/NSR Redevelopment Area" in order (i) that the City may ensure cohesive, complimentary and sustainable redevelopment of the affected areas of North St. Louis, (ii) that the City may have access to and use, as and if necessary, all tools and programs available for the development and redevelopment of such affected areas of North St. Louis, and (iii) that projects may be completed which will provide for the promotion of the general welfare through redevelopment within the affected areas of North St. Louis, which redevelopment includes but is not limited to, assistance in the physical, economic, and social development of the City, providing for the optimal growth of the City, encouraging a sense of community identity, safety and civic pride, and eliminating impediments to development and redevelopment in the City; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Master Redevelopment Agreement are acceptable and that the execution, delivery and performance by the City under the Agreement is necessary and desirable and in the best interests of the City and of its residents, and in accord with the public purposes of the City, as established by its charter, the Constitution and laws of the State of Missouri.

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

SECTION ONE. The Board of Aldermen desires that the Recitals and all determinations and findings therein be incorporated herein for all purposes.

SECTION TWO. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Master Redevelopment Agreement.

SECTION THREE. The Board of Aldermen hereby designates the area described in Exhibit B as the "BD/NSR Redevelopment Area" and, further, finds and determines that the parcels of real property and redevelopment or renewal areas within the BD/NSR Redevelopment Area, and the objectives of any redevelopment plans relating to the BD/NSR Redevelopment Area, share important common interests and will benefit from such designation, all in furtherance of the authority of the Board of Aldermen under Article VI Section 21 of the Missouri Constitution to provide for the clearance, replanning, reconstruction, redevelopment and rehabilitation of blighted area, substandard or insanitary areas within the City.

SECTION FOUR. The City is hereby authorized to enter into the Master Redevelopment Agreement, and the City Register is hereby authorized and directed to attest to such Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto as Exhibit A.

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

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

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

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EXHIBIT A
Master Redevelopment Agreement

EXHIBIT B
BD/NSR Redevelopment Area

EXHIBIT A
MASTER REDEVELOPMENT AGREEMENT
Among
THE CITY OF ST. LOUIS, MISSOURI,
BOTTLE DISTRICT INVESTORS, LLC,
and
NORTHSIDE REGENERATION, LLC

Dated as of

_____, 2012

BD/NSR REDEVELOPMENT AREA

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EXHIBIT A Description of the BD/NSR Redevelopment Area

MASTER REDEVELOPMENT AGREEMENT

THIS MASTER REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2012, by and among 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 (the “City”), BOTTLE DISTRICT INVESTORS, L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri (“BDI”), and NORTHSIDE REGENERATION, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri (“Northside”).

(All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in Article I of this Agreement.)

RECITALS:

- A. On May 3, 2005, pursuant the Bottle District Approving Ordinance, the City executed the Bottle District Redevelopment Agreement designating BDI as redeveloper under Redevelopment Programs to redevelop the Bottle District Redevelopment Area in accordance with the Bottle District Redevelopment Plan.
- B. On December 14, 2009, pursuant the Northside Approving Ordinance, the City executed the Northside Redevelopment Agreement designating Northside as redeveloper under Redevelopment Programs to redevelop the Northside Redevelopment Area in accordance with the Northside Redevelopment Plan.
- C. On December 9, 2011, pursuant the Bottle District Assignment Ordinance, the Board of Aldermen consented to BDI’s assignment to Northside of certain redeveloper rights, duties and obligations under the Bottle District Redevelopment Documents and the transfer to Northside of all of BDI’s right, title and interest in the Bottle District Property within the Bottle District Redevelopment Area.
- D. On _____, 2012, the Board of Aldermen adopted the Redevelopment Ordinance recognizing that the Bottle District Redevelopment Plan and the Northside Regeneration Redevelopment Plan share important common interests and will benefit the City and its residents, and establishing the BD/NSR Redevelopment Area to promote the public purposes specified in the Redevelopment Plans and the clearance, replanning, reconstruction, redevelopment and rehabilitation of such BD/NSR Redevelopment Area pursuant Article VI, Section 21 of the Missouri Constitution.
- E. Pursuant to the provisions of the Redevelopment Ordinance, the charter of the City and the Missouri Constitution, the City is authorized to enter into this Agreement.

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, capitalized terms used and not defined shall have the meaning ascribed to them in Article I of the Bottle District Redevelopment Agreement, Article I of the Northside Regeneration Redevelopment Agreement, and the following words and terms shall have the following meanings:

“Agreement” means this Master Redevelopment Agreement.

“Approving Ordinance” means Ordinance No. _____, approved by the Board of Aldermen, approving and authorizing the execution of this Agreement.

“BD/NSR Redevelopment Area” means, collectively, the Bottle District Redevelopment Area and the Northside Redevelopment Area, designated in this Agreement by the Board of Aldermen in furtherance of the replanning, reconstruction, redevelopment, redevelopment and rehabilitation such blighted area.

“BDI” means Bottle District Investors, L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri, and its successors or assigns.

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

“Bottle District Approving Ordinance” means (i) Ordinance No. 66560 designating the Bottle District Redevelopment Area, approving the Bottle District Redevelopment Plan, approving certain redevelopment projects, adopting tax increment financing within certain redevelopment project areas, and establishing that certain special allocation fund relating thereto, (ii) Ordinance No. 66679 affirming approval and adoption of the Bottle District Redevelopment Plan, the Bottle District Redevelopment Area, and certain redevelopment projects, designating BDI as the developer of the Bottle District Redevelopment Area, and authorizing the City to enter into the Bottle District Redevelopment Agreement, and (iii) Ordinance No. 66674 of the City authorizing the execution by the City of any notes, bonds, certificates or loans to BDI, or any other person or entity, secured in whole or in part by the special allocation fund.

“Bottle District Redevelopment Agreement” means the Bottle District Redevelopment Agreement, dated as of May 3, 2005, between the City and BDI, as may be amended or supplemented from time to time as provided therein.

“Bottle District Redevelopment Area” as that term is defined in the Bottle District Redevelopment Agreement, as the same may be amended from time to time as provided therein, which area is more particularly described on Exhibit A attached hereto and incorporated by reference in this Master Redevelopment Agreement.

“Bottle District Redevelopment Documents” means, collectively, the Bottle District Approving Ordinances, the Bottle District Redevelopment Plan, the Bottle District Redevelopment Agreement, any agreements between the City and BDI, or any other party, pertaining to redevelopment projects, transportation projects or other similar development, redevelopment or public improvement projects within or coterminous with the Bottle District Redevelopment Area, and any other agreements, petitions, judgments, ordinances, documents or instruments relating to the redevelopment of the Bottle District Property by BDI, or any other party.

“Bottle District Redevelopment Plan” means the plan titled “Bottle District Tax Increment Financing (TIF) Redevelopment Plan” dated November 15, 2004, approved by the City pursuant to the Bottle District Approving Ordinances, as such plan may from time to time be further amended in accordance with the TIF Act.

“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.

“Commission” means the Tax Increment Financing Commission of the City.

“Comptroller” means the Comptroller of the City.

“Northside” means Northside Regeneration, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, and its successors or assigns.

“Northside Approving Ordinance” means (i) Ordinance No. 68484, designating the Northside Redevelopment Area, approving the Northside Redevelopment Plan, approving certain redevelopment projects, adopting tax increment financing within such redevelopment project areas, and establishing that certain special allocation fund relating thereto, (ii) Ordinance No. 68485, affirming adoption of the Northside Redevelopment Plan, the Northside Redevelopment Area, and redevelopment projects; authorizing the execution of the Northside Redevelopment Agreement between the City and the Redeveloper; prescribing the form and details of the Northside Redevelopment Agreement; and designating Northside Regeneration, LLC as developer of the Northside Redevelopment Area, and (iii) Ordinance 68876 adopting and authorizing the execution of the Northside Project Agreement by and between the City and Redeveloper in furtherance of the Northside Redevelopment Plan.

“Northside Project Agreement” means the Northside Project Agreement dated as of February 10, 2011, between the City and Redeveloper in furtherance of the Northside Redevelopment Plan.

“Northside Redevelopment Agreement” means the Northside Redevelopment Agreement, dated as of December 14, 2009, between the City and the Redeveloper, as supplemented by the Northside Project Agreement, as the same may be amended or supplemented from time to time as provided therein.

“Northside Redevelopment Area” means the real property described in Exhibit A to the Northside Redevelopment Agreement, as the same may be amended from time to time.

“Northside Redevelopment Documents” means, collectively, the Northside Approving Ordinances, the Northside Redevelopment Plan, the Northside Redevelopment Agreement, the Northside Project Agreement, and any other agreements between the City and the Redeveloper pertaining to redevelopment of Northside Redevelopment Area.

“Northside Redevelopment Plan” means the plan titled “Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated September 8, 2009 and amended September 16, 2009, approved by the City pursuant to the Northside Ordinance, as such plan may from time to time be further amended in accordance with the TIF Act.

“Redeveloper” means Northside.

“Redevelopment Agreements” refers collectively to the Bottle District Redevelopment Agreement and the Northside Redevelopment Agreement, respectively.

“Redevelopment Incentives” means any incentive permitted under the Constitution and the laws of the State of Missouri, the benefits of which may be used to redevelop parcels of land, including without limitation, tax exemption, tax abatement, incremental allocation of existing tax revenues, tax credits, loans, payments in lieu of taxes, and grants (such as, without limitation, Community Development Block Grants).

“Redevelopment Programs” means programs under the Constitution, ordinances adopted by constitutional charter cities, and the laws of the State of Missouri providing for the clearance, replanning, reconstruction, redevelopment, redevelopment and rehabilitation of blighted, substandard or insanitary areas, including without limitation, the land clearance for redevelopment authority law under sections 99.300 to 99.660, the real property tax increment allocation redevelopment act under sections 99.800 to 99.865, the Missouri downtown and rural economic stimulus act under sections 99.915 to 99.1060, the downtown revitalization preservation program under sections 99.1080 to 99.1092, and the distressed area land assemblage program under section 99.1205.

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

ARTICLE II THE BD/NSR REDEVELOPMENT AREA

2.1 Designation of the BD/NSR Redevelopment Area. The parties acknowledge and agree that the Bottle District Redevelopment Area and the Northside Redevelopment Area share common interests interest and will benefit the City, and that the coordinated redevelopment of both the Bottle District Redevelopment Area and the Northside Redevelopment Area is in the best interests of the City, enhances the health, safety and welfare of its residents, and is in accord with the public purposes specified in the Bottle District and Northside redevelopment plans and the authority of the City, which is authorized to pursue and accomplish the foregoing pursuant Article VI, Section 21 of the Missouri Constitution. The Board of Aldermen hereby designates the Bottle District Redevelopment Area and the Northside Redevelopment Area, in the aggregate, as a redevelopment area to be commonly known as the BD/NSR Redevelopment Area.

2.2 Designation of Redeveloper of the BD/NSR Redevelopment Area. The City designates the Redeveloper as the redeveloper of the BD/NSR Redevelopment Area in furtherance of the purposes of the Redevelopment Plans. No more than seventy-five percent of the BD/NSR Redevelopment Area identified in the redevelopment plan may be redeveloped by the Redeveloper. The remainder of the BD/NSR Redevelopment Area shall be redeveloped by co-redevelopers or redevelopers to whom the Redeveloper has assigned its redevelopment rights and obligations under the redevelopment plan.

2.3 Use of Funds Generated Through the Sale of DALA Tax Credits. The funds generated through the use or sale of the tax credits issued under Section 99.1205 shall be used to redevelop the eligible project area.

**ARTICLE III
GENERAL PROVISIONS**

3.1 Incorporation of the Terms of the Redevelopment Agreements. This Master Redevelopment Agreement shall govern the redevelopment of the BD/NSR Redevelopment Area; provided, however, that the parties acknowledge and agree that the Redevelopment Agreements are incorporated herein by this reference, as are any amendments to such Redevelopment Agreements, which may be made from time to time.

3.2 Mutual Cooperation. Using good faith, but subject to legislative authority, the City, the Redeveloper and BDI hereby further agree to cooperate with and assist one another and the Commission, as necessary, in such matters, proceedings and actions as may be necessary or reasonably appropriate in combination with the financing, construction, implementation and completion of redevelopment projects, transportation projects or such other projects, including, without limitation, the preparation and execution of all other documents, certificates, instruments or agreements and the holding of proceedings, hearings and meetings necessary to amend any Redevelopment Plans.

3.3 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 to such other individual or to 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.

In the case of the Redeveloper, to:

Northside Regeneration, LLC
1001 Boardwalk Springs Place
O'Fallon, Missouri 63366
Attention: William D. Laskowsky

With a copy to:

Stone, Leyton & Gershman
A Professional Corporation
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
Attention: Steven M. Stone

In the case of BDI, to:

Bottle District Investors, LLC
1600 S. Brentwood Blvd., Suite 770
St. Louis, Missouri 63144
Attention: Lawrence R. Chapman, Jr.

With a copy to:

Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105-1821
Attention: Thomas B. Smallwood

And

CLAYCO
2199 Innerbelt Business Center Dr.
St. Louis, Missouri 63114-5721
Attention: Caroline Saunders

In the case of the City, to:

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

And

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

With a copy to:

St. Louis Development Corporation
1520 Market St.
Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Thomas Ray

And

Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David G. Richardson

And

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

In the case of the SLDC, to:

St. Louis Development Corporation
1520 Market St., Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

3.4 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.

3.5 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 or referenced herein have been made by the parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

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

3.7 Severability. If any provision of this Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

3.8 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Redeveloper 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.

3.9 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, each party shall be responsible for their attorney fees.

3.10 Actions Contesting Validity and Enforceability. BDI and/or Northside, their successors and assigns, shall indemnify, defend and hold harmless the City and their officials, agents, attorneys, employees or representatives from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, lawsuits, administrative proceedings, orders, attorneys’ fees and litigation expenses, arising from or in connection with this Agreement or the BD/NSR Redevelopment Area. BDI and/or Northside and their successors and assigns shall pay all costs and expenses incurred by the City to enforce the provisions of this indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

The City and their officials, agents, attorneys, employees or representatives shall not be liable to BDI and/or Northside in the event that all or any part of the ordinance adopted in connection with this Agreement or the BD/NSR Redevelopment Area is declared invalid or unconstitutional in whole or part by a judgment of any court of competent jurisdiction and, by reason thereof, the City is prevented from performing any of the covenants and agreements herein or BDI and/or Northside is prevented from enjoying the rights and privileges hereof. In the event a third party brings an action against the City or their officials, agents, attorneys, employees or representatives contesting the validity or legality of the BD/NSR Redevelopment Area, the Master Redevelopment Agreement or the Authorizing Ordinance, BDI and Northside may, at their option, join the City in defense of such claim or action. The parties expressly agree that, so long as no unresolvable 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 BDI and Northside in any such proceeding. BDI and Northside shall be responsible jointly and severably for all reasonable and necessary costs and expenses incurred by the City and by BDI and Northside in connection with the defense of such claim or action regardless of whether the City and BDI and Northside are represented by the same attorney or attorneys or separate counsel.

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

Approved as to Form:

City Counselor

(SEAL)

Attest:

Parrie May, City Register

“BDI”

BOTTLE DISTRICT INVESTORS, LLC,
a Missouri limited liability company

By: CRG-BTL, LLC
By: CRG Services, LLC
By: Claycorp, Inc.

By: _____
Lawrence R. Chapman, Jr., Authorized Signatory

“REDEVELOPER”

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC, its Manager

By: _____
Name: _____
Title: Manager

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

On this ____ day of _____, 2012, 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 County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that he is the Manager of McEagle Regeneration, LLC, a Missouri limited liability company which is the Manager of Northside Regeneration, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability companies by authority of their respective operating agreements, and acknowledged to me that he executed the within instrument as the free act and deed of said companies.

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that he is the Authorized Signatory of BOTTLE DISTRICT INVESTORS, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability company by authority of its Members, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

My Commission Expires:

EXHIBIT A
Description of the BD/NSR Redevelopment Area

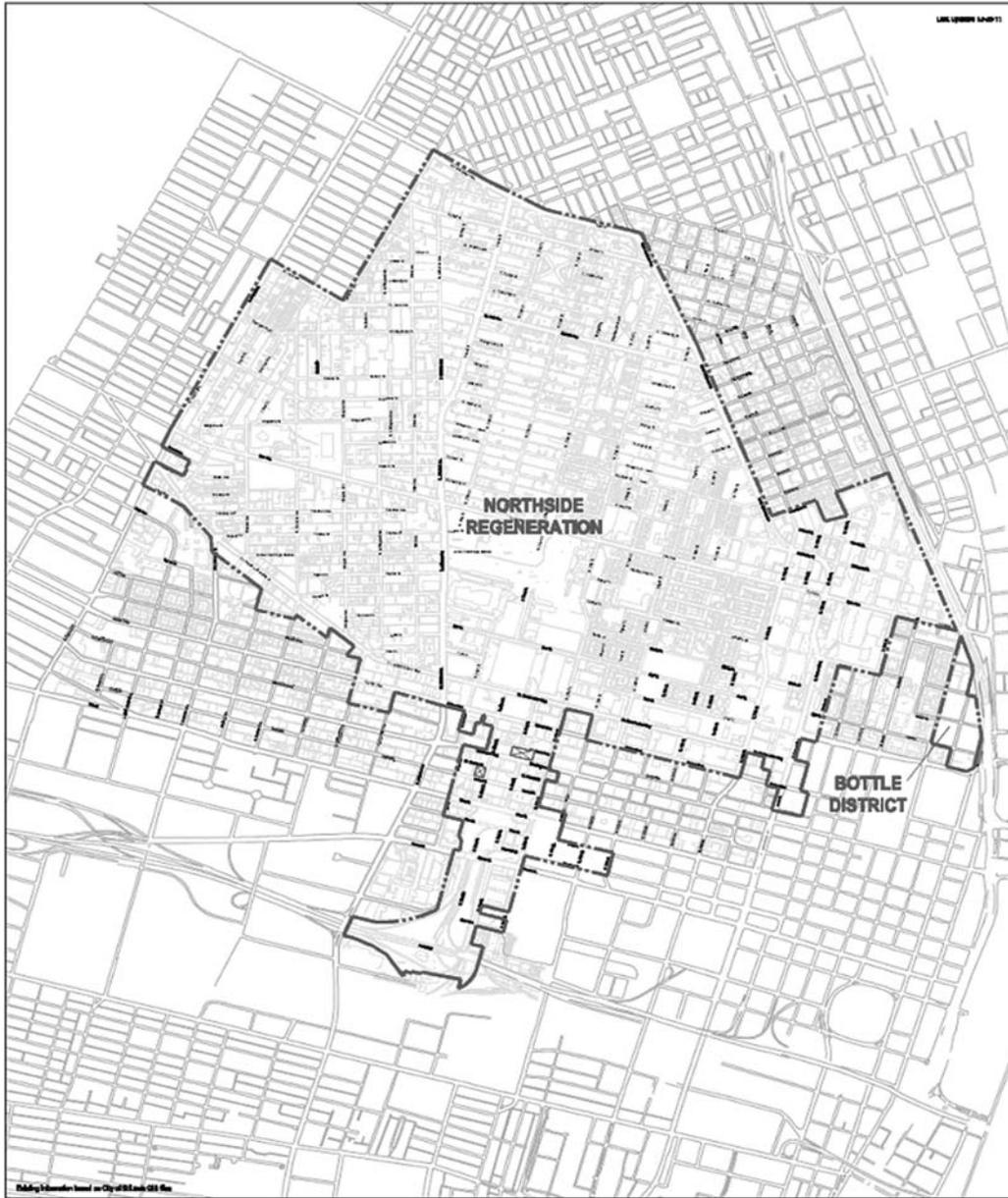


REDEVELOPMENT AREA
ST. LOUIS NORTH SIDE
DECEMBER 28, 2011

PARCEL INFORMATION	
Total Combined Parcels	4,631
Total Combined Acreage	1,085.61
Average Parcels/a.c.	4.265



EXHIBIT B
BD/NSR Redevelopment Area



REDEVELOPMENT AREA
ST. LOUIS NORTH SIDE
DECEMBER 28, 2011

PARCEL INFORMATION	
Total Combined Parcels	4,631
Total Combined Acreage	1,085.61
Average Parcels/a.c.	4.265



Approved: November 13, 2012

ORDINANCE #69289
Board Bill No. 165

An Ordinance authorizing the execution of an amended and restated redevelopment agreement for 1601 S. Jefferson Project Area 1 between the City of St. Louis and Green Street Development Group, LLC; prescribing the form and details of said agreement; authorizing other related actions in connection with the redevelopment of certain property within the redevelopment area; and containing a severability clause.

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

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

WHEREAS, on January 12, 2012, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act (hereinafter defined) and received comments from all interested persons and taxing districts affected by the Redevelopment Plan and the redevelopment projects described therein; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the “Act” or “TIF Act”), and after due consideration of the TIF Commission’s recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. 69115 [Board Bill No. 264] on March 9, 2012, which Ordinance: (i) adopted and approved a redevelopment plan entitled the “1549-1901 S. Jefferson Redevelopment Area TIF Redevelopment Plan” dated November 28, 2011 and amended December 19, 2011 (the “Redevelopment Plan”) (ii) designated the 1549-1901 S. Jefferson Redevelopment Area (as described in the Redevelopment Plan) as a “redevelopment area” as that term is defined in the TIF Act (the “Redevelopment Area”), (iii) adopted and approved the Redevelopment Projects described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, (v) established the City of St. Louis, Missouri “1549-1901 S. Jefferson Special Allocation Fund,” and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by the acquisition of the property within the Redevelopment Area, and by rehabilitating and renovating two project areas, known respectively as “Project Area 1” or “RPA 1” and “Project Area 2” or “RPA 2”, and for the development of commercial uses, as set forth in the Redevelopment Plan, collectively the “Redevelopment Projects,” or “TIF Projects”); and

WHEREAS, pursuant to Ordinance No. 69115 [Board Bill No. 264], the Board of Aldermen has determined that completion of the Redevelopment Projects are of economic significance to the City, will serve to benefit the general welfare, qualify for the use of tax increment allocation financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

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

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into agreements with Green Street Development Group, LLC, a Missouri limited liability corporation (the “Developer”), in order that Developer may complete each Redevelopment Project which will provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St. Louis, providing for a plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride and the elimination of impediments to development in the City of St. Louis; and

WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into a redevelopment agreement with the Developer with respect to each of the two Project Areas, setting forth the respective rights and obligations of the City and Developer with regard to the redevelopment of the Project Areas within the Redevelopment Area (collectively the “Redevelopment Agreements” and each a “Redevelopment Agreement”); and

WHEREAS, after due consideration, the Board of Aldermen adopted Ordinance 69114 [Board Bill No. 263] on March 9, 2012 authorizing the City to enter into redevelopment agreements with the Developer for the Redevelopment Project; and

WHEREAS, the redevelopment agreement for RPA1 authorized by Ordinance 69114 provided for maximum TIF assistance of \$1,600,000, which was \$100,000 less than the maximum amount of TIF assistance authorized by the resolution approved by the TIF Commission, and contained in the Redevelopment Plan approved by the City in Ordinance 69115; and

WHEREAS, the successful completion of the Redevelopment Project requires \$1,700,000 in assistance which is the maximum amount of TIF assistance authorized by the TIF Commission and contained in the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Amended and Restated Redevelopment Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Amended and Restated Redevelopment Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and RPA 1 and RPA 2. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Amended and Restated Redevelopment Agreement with Green Street Development Group, LLC, as Developer of RPA 1, in order to implement RPA 1 and to enable the Developer to carry out its proposal for completion of RPA 1.

SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the RPA 1 and to enable Green Street Development Group, LLC as Developer of the RPA 1, to carry out its proposal for completion of the RPA 1.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Amended and Restated Redevelopment Agreement by and between the City and the Developer pertaining to the redevelopment of RPA 1 (the "RPA 1 Amended and Restated Redevelopment Agreement") attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the RPA 1 Amended and Restated Redevelopment Agreement and to affix the seal of the City thereto. The RPA 1 Amended and Restated Redevelopment Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance, the Developer has not (i) executed the RPA 1 Amended and Restated Redevelopment Agreement and (ii) paid all fees due to the City in accordance with the terms of the RPA 1 Amended and Restated Redevelopment Agreement, the provisions of this Ordinance relating to RPA 1 shall be deemed null and void and of no effect and all rights conferred by this Ordinance on

Developer relating to RPA 1, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the RPA 1 Amended and Restated Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

Exhibit A

**AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT**

**Between the
CITY OF ST. LOUIS, MISSOURI**

**And
GREEN STREET DEVELOPMENT GROUP, LLC**

Dated as of

_____, 2012

RPA 1-1549-1601 S. JEFFERSON REDEVELOPMENT PROJECT

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**RPA 1-1549-1601 S. JEFFERSON
AMENDED AND RESTATED REDEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2012, 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 **GREEN STREET DEVELOPMENT GROUP, LLC** (the “*Developer*”), a limited liability company duly organized and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, (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 December 2, 2011 and December 9, 2011 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. The Developer submitted its development proposal dated November 28, 2011 and amended December 19, 2011 (as may be amended from time to time, the “Redevelopment Proposal”) to the TIF Commission for redevelopment of the Redevelopment Area.

D. On January 12, 2012, following the close of a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled “1549-1601 S. Jefferson Redevelopment Area TIF Redevelopment Plan” dated November 18, 2010 and amended January 4, 2011 (as may be amended from time to time, the “Redevelopment Plan”), the Redevelopment Project described in the Redevelopment Plan (the “Redevelopment Project”) and the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to the 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, (b) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (c) approving the Redevelopment Projects, known respectively as RPA1 and RPA2 and (d) creating the 1549-1601 S. Jefferson Special Allocation Fund.

E. On March 20, 2012, after due consideration of the TIF Commission’s recommendations, the Mayor signed Ordinance No. 69115 (Board Bill No. 264) designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Projects known respectively as RPA1 and RPA2 described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund.

F. On March 20, 2012, the Mayor signed Ordinance No. 69114 (Board Bill No. 263) affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Projects, designating the Developer as developer of the Redevelopment Area, and authorizing the City to enter into this Agreement with Developer.

G. On July 24, 2012, the Mayor signed Ordinance No. 69226 (Board Bill No. 72) 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 RPA1 and pledging TIF Revenues to the payment of the TIF Notes.

H. 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.

I. Pursuant to provisions of the TIF Act and Ordinance Nos. 69113, 69114 and 69226 (Board Bill Nos. 263, 264 and 72), 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 RPA1, and to pledge TIF Revenues to the payment of the TIF Notes.

J. The City acknowledges and agrees that Developer is not performing the Work as a direct service to the City. Rather, the City has agreed to issue TIF Notes and Pledge TIF Revenues to the payment of the TIF Notes because the City will recognize indirect benefits, as set forth in the Approving Ordinance, which improve and benefit the general welfare of the community as a result of Developer's completion of RPA1. Consequently, the City has agreed to pay for certain Redevelopment Project Costs as set forth in this Agreement, and in consideration therefor Developer has agreed to subject itself and the Property to the terms and conditions set forth below.

AGREEMENT

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

ARTICLE I. DEFINITIONS

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

"Acquisition Costs" means the consideration paid to a third party to acquire fee simple interest in the 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 Amended and Restated Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

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

"Approving Ordinance" means Ordinance No. 69115 (Board Bill No. 264) 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, or such other entity organized and controlled by the City or SLDC.

"Authorizing Ordinance" means Ordinance No. 69114 (Board Bill No. 263) affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of the Redevelopment Area, and authorizing the City to enter into a Redevelopment Agreement with Developer.

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

"Best Efforts" means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be documented by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request, not to exceed ten (10) business days, shall be deemed noncompliance with such obligation and a breach of this Agreement.

"Board of Aldermen" means the Board of Aldermen of the City.

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

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

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

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

“*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 evidencing the Developer’s satisfaction of all obligations and covenants to construct or cause the construction of the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

“*CID*” means a Community Improvement District created by Developer 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 any community improvement project approved by the CID for an area within or benefitting the Redevelopment Area and in accordance with the CID Act and constituting a portion of the Work.

“*CID Revenues*” means revenues of the CID from the CID Sales Tax imposed in accordance with the CID Act and as described in this Agreement.

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

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

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

“*City Clerk*” means the Register 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 Green Street Development Group, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest. The Developer submitted the Redevelopment Proposal and is also referenced as the developer in the Authorizing Ordinance, the Approving Ordinance, and the Note Ordinance.

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

“*Economic Activity Taxes*” or “*EATs*” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

“*EATS Account*” the account within the Special Allocation Fund established by the City and the Finance Officer pursuant to Section 6.1 hereof, into which the City shall promptly deposit all EATS, including, but not limited to, the gross receipts tax on electricity set forth in Section 23.30.030 of the St. Louis City Revised Code.

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

“*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 related to the Redevelopment Area 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 plus all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, Bond Counsel and 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. 69226 (Board Bill No. 72) adopted by the Board of Aldermen and signed by the Mayor authorizing the TIF Note(s) and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

“*Original Purchaser*” 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(11) of the TIF Act.

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

“*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 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 the Redevelopment Project who will be entitled to receive any non-transferable tax credits approved for the Redevelopment Project, per the ownership documentation for the Redevelopment Project property; if, pursuant to such ownership documentation, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate ; provided, that, if the Project has been approved for a New Markets Tax Credit investment by a New Markets Tax Credit allocation, 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 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:

(a) all net sales proceeds actually derived from the sale of any portion 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 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 the Redevelopment Project, as such amount is set forth in **Section 4.1** hereof; and

(iv) Value of Income-Producing Space:

if 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 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 or a Related Entity to be used for construction of the Redevelopment Project and has secured such loan with a mortgage or security interest in the Redevelopment Project.

"*Property*" means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

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

"*Redevelopment Area 1*" (also referred to as "RPA1") means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

"*Redevelopment Plan*" means the plan titled "1549-1601 S. Jefferson Redevelopment Area TIF Redevelopment Plan" dated November 28, 2011, and amended December 19, 2011, as may be amended from time to time, 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 identified by the Redevelopment Plan, consisting of the acquisition and rehabilitation and redevelopment of the site and the building in the Redevelopment Area 1 into commercial space and associated work, as further set forth in the Redevelopment Plan.

"*Redevelopment Project Costs*" shall have the meaning ascribed to such term in Section 99.805(15) of the TIF Act.

"*Redevelopment Proposal*" means the document on file with the City and incorporated herein by reference, titled "1549-1601 S. Jefferson Redevelopment Area TIF Application," dated October 12, 2011 and submitted by the Developer to the City.

"*Reimbursable Redevelopment Project Costs*" means those Redevelopment Project Costs as described in **Exhibit B**,

attached hereto and incorporated herein by reference, which the City will pay for exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

“*Related Entity*” means 1601 Jefferson TIF, Inc. or 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 1549-1601 S. Jefferson Special Allocation Fund, created by the Approving Ordinance 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 leaseable square footage multiplied by the average annual rent per square foot of the Income Producing Space which has been actually leased, taking into account the size, location and amenities associated with such space not yet leased as compared to the space leased (provided, that if no such space has been actually leased, the lease rate(s) used shall be the lease rate(s) specified by the Developer in the TIF;

LESS

(ii) the amount of net leaseable 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 one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance, to evidence the City’s limited obligation to pay for Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project on behalf of the City in accordance with the TIF Act and this Agreement.

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

“*TIF Revenues*” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(11) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(17) of the TIF Act) and which are generated by economic activities within the

Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2010 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom 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, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes (as such term is defined in 163.011(12), RSMo) imposed by the Transitional School District of the City of St. Louis.

"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 in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Project 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 all work necessary to prepare the Redevelopment Area and to construct or cause the construction and completion of the Redevelopment Project 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 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, 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. Any requirement imposed upon Developer shall be satisfied to the extent Developer takes such action or causes such action to be taken.

2.2 Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer's right to abandon the Redevelopment Project 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 of 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 Four Thousand Eight Hundred Dollars and no/100 (\$4,800.00) (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 Finance Officer and one half to the SLDC to reimburse the Finance Officer and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;
- (iii) the Developer shall, within ten (10) days after the date of execution of this Agreement, pay the sum of Four Thousand Eight Hundred Dollars and no/100 (\$4,800.00) (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 Finance Officer and one half to the SLDC to reimburse the Finance Officer and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;
- (iv) the Developer shall pay to the Finance Officer an additional amount to reimburse the Finance Officer for its 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, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid concurrent 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 TIF Notes; and
- (v) the Developer shall, concurrently with the issuance of any TIF Notes, pay to the City a flat fee to be reasonably determined by the City in its sole discretion at the time of issuance to pay for the City's Issuance Costs of such TIF Notes; and
 - (vi) any amounts advanced to the City shall represent Reimbursable Redevelopment Project Costs to be paid 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 to the City that it owns or has control by purchase option on all the Property necessary for the implementation of the Work. The Developer or its assignee shall have the right to encumber its interest in the Property concurrent with closing of the Property and payment of the Acquisition Costs. The Developer shall not be required to take title to any such properties except on such terms and conditions as it shall reasonably find acceptable.

3.2 [Intentionally omitted.]

3.2.1 [Intentionally Omitted.]

3.2.2 [Intentionally Omitted.]

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 payment 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 not later than June 1, 2013 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, 2013.

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 for the 1549-1601 S. Jefferson Redevelopment Area TIF Redevelopment Plan dated as of November 28, 2011 and revised December 19, 2011, and placed on file with SLDC; or (ii) any change that would reduce the final total square footage of commercial space by more than ten percent (10%) of the estimated commercial square footage set forth in that certain Cost-Benefit Analysis for the 1549 1601 S. Jefferson Redevelopment Area TIF Redevelopment Plan dated as of November 28, 2011 and revised December 19, 2011, 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 Finance Officer, a Certificate of Commencement of Construction, which certificate shall be submitted for the Redevelopment Project in accordance with the schedule set forth in **Section 3.4** 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 it deems 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 the Redevelopment Project, 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 (CID). Developer shall, following acquisition of all Property within the Redevelopment Area 1, pursue the creation of a community improvement districts pursuant to the CID Act. The CID shall be created for the purpose of providing tax revenues in addition to TIF Revenues for funding Redevelopment Project Costs paid or incurred in connection with CID Project and for funding costs associated with operating and maintaining any CID Project. The Developer shall use its Best Efforts to cause the CID to be created and to operate in accordance with the following:

- (i) The CID’s boundaries shall be the Redevelopment Area 1 and may include additional parcels outside the Redevelopment Area 1.
- (ii) The CID shall be formed as a political subdivision of the State of Missouri.
- (iii) The CID shall be authorized to impose a community improvement district sales tax (the “*CID Sales Tax*”) in an amount not to exceed one percent (1%) on taxable sales within the CID pursuant to Section 67.1545 of the CID Act and such other tax or assessment as authorized by the CID Act.
- (iv) 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 District without the consent of both the Developer and the City.
- (v) Each member of the CID’s Board of Directors must have all the following characteristics: first, be at least eighteen (18) years of age, and be an owner as defined in the CID Act of a business operating within the District or property within the District classified as commercial, or be a legally authorized representative of an owner located within the District. The CID’s Board of Directors shall be appointed by the Mayor of the City pursuant to the CID Act. The Developer agrees to include a provision requiring compliance with this section and binding in a proxy agreement upon its successors and assigns in any document transferring either Developer control of a business operating within the District or any real property within the District classified as commercial.

(vi) The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonably times.

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

(viii) Fifty percent (50%) of all CID Revenues 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 CID Project.

(ix) Fifty percent (50%) of all CID Revenues shall be used to pay debt service on the TIF Obligations for the CID Project in accordance with this Agreement, excepting therefrom the portion of the CID Sales Tax proceeds deducted by the State of Missouri for its reasonable and actual costs of administering, collecting, enforcing and operating the CID Sales Tax as provided in the CID Act and the accounting, legal and other administrative costs necessary for the maintenance of the CID or such other amount allowed by law.

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

(i) 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, which approval shall not be unreasonably withheld, conditioned or delayed.

(ii) The Developer shall use Best Efforts to obtain approval for and levy of the CID Sales Tax and any other taxes or assessments contemplated by this Agreement.

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

(iv) 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.

(v) The Director of the Department of Revenue for the State of Missouri shall administer and collect the CID Sales Tax pursuant to Section 67.1545.4 of the CID Act and the terms of a collection agreement mutually satisfactory to the State of Missouri and the CID.

3.11. Pledge of CID Revenues. The Developer shall use its Best Efforts to cause the CID to enter into an intergovernmental cooperation agreement with the City to pledge fifty percent (50%) of all CID Revenues that are from time to time on deposit in the Special Allocation Fund solely to the payment of debt service on the portion of the TIF Obligations related to CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability 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.

3.12. [Intentionally Omitted.]

ARTICLE IV. PAYMENT OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

4.1. City's Obligation to Pay Reimbursable Redevelopment Project Costs. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to pay for the verified Reimbursable Redevelopment Project Costs in a total amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000) plus Issuance Costs to be allocated to the Redevelopment Project.

Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to an Original Purchaser to evidence the City's obligation to pay for the verified Reimbursable Redevelopment Project Costs in an amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000), plus Issuance Costs and interest as provided in **Section 5.2** of this Agreement, subject to the limitations of **Article IV** of this Agreement.

4.2. Payment 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 pay 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(15) 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 payment 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 payment by the City in accordance with the TIF Act and this Agreement. The City shall pay 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(15) 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 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 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 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 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 TIF Notes. No 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 TIF Notes; (iv) received the full payment of all advances required to be paid under **Section 2.2** of this Agreement; and (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**.

5.2. Issuance of TIF Notes. The City agrees to issue one or more TIF Notes as provided in this Agreement and the Note Ordinance to pay 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 TIF Notes shall be in the form attached to the Note Ordinance as **Exhibit B**, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, the TIF Notes shall not be amended for the purposes of this Agreement without the written consent of Developer.

5.2.1. Terms. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF Notes (the "Pricing Date") based on the municipal yield curve for general obligation bonds (the "MMD") compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Issuance Date for general obligation bonds rated "AAA" that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the "Taxable Rate"), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the "Tax Exempt Rate"); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The 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.

5.2.2. Procedures for Issuance of TIF Notes. Within a reasonable period of time not to exceed ninety (90) days of Developer's satisfaction of the conditions of **Section 5.1** of this Agreement the City shall issue a TIF Note to an Original Purchaser evidencing payment 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 TIF Note as provided in this **Section 5.2.2**, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have

deposited such funds in the Project Fund and shall be deemed to have paid the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2.3. Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each 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, cause to be issued, TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding TIF 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;
- (ii) Review of projections of TIF Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available TIF 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 the Redevelopment Project 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 the Redevelopment Project 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 TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the aggregate net projected debt service on the TIF Bonds lower than the net average annual debt service on the outstanding 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 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 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 use Best Efforts 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 obligation under 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. TIF Notes may be issued in two series, with one series subordinate to TIF Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal or interest on any such Subordinate Notes may be made while any TIF Notes are outstanding. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.2 and 6.3** of this Agreement.

If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding TIF Notes, the TIF Notes remaining outstanding shall be redeemed by the issuance of Subordinate Notes. Each Subordinate Note shall have the same maturity and have the same outstanding principal amount and the same interest rate as the TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.4 and 6.3** of this Agreement.

5.7. City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City Finance Officer 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 Finance Officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," and such further accounts or sub-accounts as are required by this Agreement or as the Finance Officer may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account.

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 Finance Officer 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, 2011.

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 based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which

are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2011, 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 issued under Article V of this Agreement 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 Finance Officer 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 pay 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 Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement, including completing and submitting to the City the forms attached hereto as **Exhibit I**. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property 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 Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, Developer shall not be required to notify the City of the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business 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 the Redevelopment Project and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. Upon such termination, the City shall have no obligation to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with the Redevelopment Project.

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 three hundred sixty (360) 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 TIF Note or to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with the Redevelopment Project.

7.3. Successors and Assigns.

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

7.3.2. Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of the Redevelopment Project, the fee title to the Property shall not be sold, transferred or otherwise disposed of (to anyone other than a Related Entity) and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (b) the right of Developer to transfer the 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 commercial unit or parking space in the ordinary course of business; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of the Redevelopment Project, 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 the Redevelopment Project 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 may be 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 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 or to contest the City Assessor's equalized assessed value of that Property or any portion thereof or any interest therein sold, transferred or disposed of, for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the effective date of the Approving Ordinance. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.4. Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

7.5. Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure (except as expressly limited in **Section 3.4**), including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; 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.

7.6. Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by 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:

Green Street Development Group, LLC
8235 Forsyth Blvd., Suite 305
St. Louis, Missouri 63105
Attention: Christopher Hulse
Facsimile: (314) 726-2725

With a copy to:

Polsinelli Shughart PC
100 S. Fourth Street, Suite 1000
St. Louis, Missouri 63102
Attention: William J. Kuehling
Facsimile: (314) 622-6789

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

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Rodney Crim, Executive Director of Development
Facsimile: (314) 622-4061

And

City of St. Louis
Office of the Comptroller

1520 Market Street, Room 305
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller
Facsimile: (314) 588-0550

With a copy to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, 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:

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

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

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

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

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

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

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

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

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

7.15. 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.

7.16. 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 to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

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

7.17.1. 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.

7.17.2. 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.

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

7.17.4. 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.

7.17.5. No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Notes which may become due to any party under the terms of this Agreement.

7.17.6. The Developer releases from and covenants and agrees that the City, its governing body members,

officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's 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 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.

7.18. 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.

7.19. Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.5** 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 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.

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

7.21. 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.

7.22. MBE/WBE Compliance. The Developer shall comply with the Mayor's Executive Order #28, as amended as of the date of this Agreement, 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 TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding

obligation of the City, enforceable in accordance with its terms.

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

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

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

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

City Counselor

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”

GREEN STREET DEVELOPMENT GROUP, LLC, a Missouri limited liability company

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2012, 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 County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Green Street Development Group, LLC., a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

 Notary Public

My Commission Expires:

EXHIBIT A
Legal Description of the RPA 1

A tract of land being; all of Lot 1 of V.A. Russell Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 53, Page 21 of the St. Louis City Records, located in City Blocks 2137, 2138, and 2148, City of St. Louis, Missouri being more particularly described as follows:

Commencing at the intersection of the northern right-of-way line of Lafayette Avenue, 74 feet wide with the western right-of-way line of South Jefferson Avenue, 120 feet wide; thence westerly along said northern right-of-way line to the centerline of a 15 feet wide Alley as vacated by St. Louis City Ordinance No. 58237, said point also being the southwest corner of a tract of land as conveyed to MPC NO 44 L.L.C. by instrument recorded as Dailey Date: 05/08/2006, No. 215 of above said records, said point also being the POINT OF BEGINNING of the herein described tract; thence continuing along said northern right-of-way line to the southeast corner of a tract of land as conveyed to HIE Jefferson 44, LLC, by instrument recorded in Cook M1454, Page 1274 of above said records, thence northerly, westerly and southerly along the eastern, northern and western lines of said HIE Jefferson 44, LLC tract to the northern right-of-way line of said Lafayette Avenue; thence westerly along said northern right-of-way line to the southwest corner of above said Lot 1, said point also being the direct southwesterly prolongation of the centerline of a 15 feet wide alley as vacated by St. Louis Ordinance No. 58236;

thence northerly along the wester line of said Lot 1 to the southern right-of-way line of a 15 feet wide Alley as established by instrument recorded in Plat Book 68, Page 4 of above said records; thence easterly along said southern right-of-way line to the northwest corner If Lot 2 of above said V.A. Russell Subdivision; thence southerly and easterly along the western and southern lines of said Lot 2 to the western right-of-way line of above said South Jefferson Ave; thence southerly along said western right-of-way line to the northeast corner of above said MPC NO 44 L.L.C. tract; thence westerly and southerly along the northern and western line of said MPC NO 44 L.L.C. tract to the POINT OF BEGINNING.

**EXHIBIT B
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 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 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.

¹ Subject to the limitations set forth in **Section 4.2** of this Agreement, provided that such costs shall not exceed the aggregate amount of \$1,700,000 plus Issuance Costs as provided in the Agreement.

**EXHIBIT C
Form of Certificate of Commencement of Construction**

To:	City of St. Louis Office of Comptroller 1520 Market Street, Room 3005 St. Louis, MO 63103 Attention: Ivy Neyland-Pinkston, Deputy Comptroller	City of St. Louis St. Louis Development Corporation 1520 Market Street, Suite 2000 St. Louis, MO 63103 Attention: Dale Ruthsatz
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DELIVERED BY

GREEN STREET DEVELOPMENT GROUP, LLC

The undersigned, Green Street Development Group, LLC (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of _____, 2012, between the City of St. Louis, Missouri (the “City”) and Developer (the “Agreement”) hereby certifies to the City as follows:

1. All property within Redevelopment Project Area 1 necessary for the Redevelopment Project (as legally described

on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer or a Related Entity in accordance with the Agreement.

2. Developer has entered into an agreement or caused an agreement to be entered into with a contractor or contractors to construct the Redevelopment Project.
3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and MBE/WBE Utilization Statement, which are attached hereto as Appendix B.
4. All necessary financing to complete the Redevelopment Project has been obtained.
5. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the Redevelopment Project.

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

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

GREEN STREET DEVELOPMENT GROUP, LLC, a
Missouri limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs

TO:

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

Re: City of St. Louis, Missouri, RPA 1-1549-1601 Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2012 (the "Agreement"), between the City and Green Street Development Group, LLC, a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been paid from sources other than the Special Allocation Fund and are Reimbursable Redevelopment Project Costs under the Note Ordinance and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid 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 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 paid 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 paid 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 _____, 20__.

GREEN STREET DEVELOPMENT GROUP, LLC, a Missouri limited liability company

By: _____
Name: _____
Title: _____

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

SLDC

By: _____
Name: _____
Title: _____

Schedule 1

The following Reimbursable Redevelopment Project Costs have been incurred in connection with the Redevelopment Project:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:
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EXHIBIT E

Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Green Street Development Group, LLC, a Missouri limited liability company (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2012, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Redevelopment Project (as that term is defined in the Agreement) within RPA 1 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 the Redevelopment Project has been substantially completed

in accordance with the Agreement.

5. Mechanics 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 the Redevelopment Project.

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 or cause the work to be performed.

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__.

GREEN STREET DEVELOPMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

SLDC

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 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

Property or any improvements constructed or to be constructed on the 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 make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

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 Subcontractor's 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.

Project and Bid Identification:

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.

[Remainder of page intentionally left blank.]

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 I
TIF 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

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

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

**Tax Increment Financing (TIF)
Business Addition/Deletion Form**

TIF District: _____

Business Addition

Name: _____

Address: _____

Federal I.D. number: _____

State I.D. number: _____

Sales tax site code: _____

Business Phone # _____

and contact name _____

Business Deletion

Name: _____

Address: _____

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
(314)589-6017

**EXHIBIT J
Not Applicable / No Condemnation Required**

Approved: November 13, 2012