

ORDINANCE #65857
Board Bill No. 428
Committee Substitute

AN ORDINANCE PERTAINING TO THE GRAND CENTER REDEVELOPMENT AREA APPROVING A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT FOR THE GRAND CENTER REDEVELOPMENT AREA.

WHEREAS, pursuant to Ordinance 65703 approved November 15, 2002., The Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area as described in Exhibit I to the Redevelopment Plan (the "Redevelopment Area") which provides for development of: (a) Districts Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, Grand Center, Inc. (the "Developer") submitted a proposal to redevelop the Redevelopment Area, and the City desires to enter into an agreement with the Developer with regard to the redevelopment of the Redevelopment Area; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement attached as Exhibit A hereto (the "Redevelopment Agreement") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are 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 Act and the Redevelopment Plan; and

WHEREAS, certain provisions of certain existing ordinances are inconsistent with the Redevelopment Plan and Redevelopment Agreement and should be rescinded.

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

SECTION 1. The Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which Redevelopment Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same.

SECTION 2. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

SECTION 3. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out the sale of 634 N. Grand to Developer as provided in the Redevelopment Agreement for a price of not less than \$3.2 million, including the execution of a purchase and sale agreement between Developer and City for the purchase by Developer of 634 N. Grand from City.

SECTION 4. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5. Be it further ordained that all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Clerk, Board of Aldermen

President, Board of Aldermen

Approved: _____ Date: _____
Mayor

Truly Engrossed and Enrolled

Chairman

**EXHIBIT A
REDEVELOPMENT AGREEMENT**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2003, by and between 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 and **GRAND CENTER, INC.**, a not-for-profit corporation duly organized and existing under the laws of the State of Missouri.

WITNESSETH

WHEREAS, the Developer proposes to develop, in cooperation with the City, pursuant to the Tax Increment Blighting Analysis and Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area described on Exhibit A (and contained on pages __ through __ hereto) certain private improvement projects and public improvement projects described in the Redevelopment Plan as the Redevelopment Projects (as hereinafter defined) which will serve a public purpose, contingent upon obtaining agreements and municipal financial assistance from the City;

WHEREAS, the City approved on November 15, 2002, Ordinance No. 65703 [Board Bill No. 286] designating a Redevelopment Area known as the Grand Center Redevelopment Area pursuant to the Act, approving the Redevelopment Plan and a series of Redevelopment Projects with respect thereto and adopting tax increment financing for the Redevelopment Area;

WHEREAS, the City approved on _____, 2003, Ordinance No. _____ [Board Bill No. _____] approving the execution of a Redevelopment Agreement to carry out the Redevelopment Plan;

WHEREAS, the City approved on _____, 2003, Ordinance No. _____ [Board Bill No. _____] authorizing a Note Ordinance in connection with the issuance of TIF Obligations (as hereinafter defined) to carry out the Redevelopment Plan;

WHEREAS, the City proposes to finance a portion of the costs to be incurred in connection with the Redevelopment Projects by utilizing tax increment financing in accordance with the Act, and has established the Grand Center Redevelopment Area Special Allocation Fund and pursuant to the Redevelopment Plan and the Note Ordinance authorized the issuance and sale of up to \$80,000,000 in TIF Obligations in one or more series, the proceeds of which are to be used to pay for a portion of the costs of the Redevelopment Projects; and

WHEREAS, it is the intent of the City and the Developer that this Agreement shall set forth the rights and obligations of the City and the Developer with respect to the implementation of the Redevelopment Projects described in the Redevelopment Plan.

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, do agree as follows:

Section 1. Definitions. All capitalized terms used herein, other than proper nouns, shall have the meanings ascribed to them in Section 1 of this Agreement, except as they may be defined elsewhere in this Agreement. As used in this Agreement, the following words and terms shall have the following meanings:

"Act" or "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, Revised Statutes of Missouri, as amended.

"Acquisition Costs" means all costs of acquiring those portions of the Redevelopment Area necessary for the

Redevelopment Projects, including, but not limited to: cost of land and improvements or long-term leasehold interest therein; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, soil and hazardous waste and other site and property related reports; appraisals; and professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards, judgments, and all associated court costs, fees and expenses.

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

"Approving Ordinances" means collectively Ordinance No. 65703 [Board Bill No. 286] adopted on November 15, 2002 designating a Redevelopment Area known as the Grand Center Redevelopment Area pursuant to the Act, approving the Redevelopment Plan and a series of Redevelopment Projects with respect thereto and adopting tax increment financing for the Redevelopment Area, and Ordinance No. _____ [Board Bill No. _____] adopted on _____, 2003 approving the execution of a Redevelopment Agreement to carry out the Redevelopment Plan.

"Board" means the Board of Aldermen of the City of St. Louis, Missouri.

"Certificate of Commencement of Construction" means a document substantially in the form of Exhibit F attached hereto and incorporated by reference herein, delivered by the Developer (and any applicable Sub-Developer) to the City in accordance with this Agreement and evidencing commencement of construction of each of the Redevelopment Projects.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit E attached hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs incurred by the Developer or, with the approval of the Developer, any applicable Sub-Developer pursuant to a Parcel Development Agreement.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit G attached hereto and incorporated by reference herein, delivered by the Developer (and any applicable Sub-Developer) to the City in accordance with this Agreement and evidencing the completion of the each of the Redevelopment Projects.

"City" means the City of St. Louis, Missouri, a body corporate and political subdivision of the State of Missouri.

"Developer" means Grand Center, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest. The term Developer shall in certain circumstances hereunder also include the applicable Sub-Developers pursuant to the terms of a Parcel Development Agreement.

"EATS" means the total additional revenue from taxes which are imposed by the City and other taxing districts, and which are generated by economic activities within a redevelopment area over the amount of such taxes generated by economic activities within such redevelopment area in the calendar year prior to the adoption of the ordinance designating such a redevelopment area, while tax increment financing remains in effect, but excluding personal property taxes, and sales and use taxes on motor vehicles, trailers, boats and outboard motors, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, and fees or special assessments. If a retail establishment relocates within one year from one facility to another facility within the City and the governing body of the City finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City or other taxing district over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

"Excusable Delay" means any and all causes beyond the control of Developer (or the applicable Sub-Developer) including but not limited to acts of God, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, failure or delay in financings, market demand, vandalism, laws, orders or regulations of any court, governmental, civilian or military authority, acts of war or acts of terrorism.

"Finance Director" means the officer of the City authorized, from time to time, to act as the chief financial officer and treasurer by the City.

"Fiscal Agent" means _____, whose principal corporate trust office is located in St. Louis, Missouri, and any successor or assign.

“Governmental Approvals” means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, from the City, the State of Missouri, the Metropolitan St. Louis Sewer District, the U.S. Army Corps of Engineers, the Missouri Department of Natural Resources, the U.S. Department of Interior and other or similar approvals required for the implementation of the Redevelopment Projects.

“Grand Center Redevelopment Area” or “Redevelopment Area” means the entire area designated in the Redevelopment Plan, which area includes those portions of such area that are to be redeveloped into the Redevelopment Projects as designated in the Redevelopment Plan and as described on Exhibit A attached hereto.

“Issuance Costs” means the fees and expenses of the Developer’s financial and legal advisors, bond counsel and the fees and expenses of the issuing entity and the Fiscal Agent, and the administrative expenses incurred by the Office of the City Comptroller and the St. Louis Development Corporation, provided, however, that all fees, expenses and administrative expenses shall be documented to the satisfaction of the Developer.

“Note Ordinance” means Ordinance No. _____ [Board Bill No. 429] approved on _____, 2003 authorizing a Note Ordinance in connection with the issuance of one or more series of TIF Obligations to carry out the Redevelopment Plan; and any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“Parcel Development Agreement” shall mean agreements between the Developer and other parties designated as Sub-Developer pursuant to the terms of a Parcel Development Agreement, providing for the development of one or more of the Redevelopment Projects substantially in the form set forth in Exhibit I.

“Phase I Redevelopment Projects” mean those Redevelopment Projects set forth in Exhibit D-1 and D-2.

“Phase II Redevelopment Projects” mean all Redevelopment Projects which are not set forth in Exhibit D-1 and D-2.

“PILOTS” means those estimated revenues from real property in the Redevelopment Area, which revenues according to the Redevelopment Plan are to be used for a private use, which taxing districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Revised Statutes of Missouri, as amended.

“Project Sites” means those locations within the Redevelopment Area which contain multiple sites for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects.

“Redevelopment Plan” means the redevelopment plan titled the “Tax Increment Blighting Analysis and Redevelopment Plan for the Grand Center Redevelopment Area” dated August 2, 2002, as amended, and as adopted by the Board of Aldermen pursuant to Ordinance No. 65703 [Board Bill No. 286] on November 15, 2002, as such Plan may be amended from time to time.

“Redevelopment Projects” means the series of Redevelopment Projects described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement providing for the following various types of development: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Redevelopment Plan or the Redevelopment Projects. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) Acquisition Costs; (d) costs of demolition of buildings, and the clearing and grading of land; (e) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) Issuance Costs; (h) all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Redevelopment Project,

to the extent the City by written agreement accepts and approves such costs; and (i) payments in lieu of taxes.

“Redevelopment Proposal” means the TIF Application of Developer dated June 28, 2002, for the Redevelopment Area, and attached and incorporated herein as Exhibit C attached hereto.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs which are eligible for reimbursement to the Developer and any applicable the Sub-Developers in accordance with the Act, this Agreement and any applicable Parcel Development Agreement.

“Related Entity” means 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, or any entity in which Developer owns, in the aggregate, at least fifty percent (50%).

“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 City’s Grand Center Special Allocation Fund created in the Approving Ordinances.

“Sub-Developers” means those parties designated by the Developer hereunder to develop certain of the Redevelopment Projects pursuant to the terms of a Parcel Development Agreement between such Sub-Developer and the Developer.

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

“TIF Obligations” means the tax increment revenue notes and/or tax increment revenue bonds issued by the City (or through The Industrial Development Authority of the City of St. Louis, or any other state or local issuer) in accordance with the TIF Act, the Note Ordinance and this Agreement.

“TIF Revenues” means: (1) PILOTS 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 Section 99.845.1 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 Projects, and (2) 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(16) 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, 2001 (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, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with the TIF Act, as may be amended from time to time.

“Work” means all work necessary to prepare the Redevelopment Area and to construct the Redevelopment Projects for the Redevelopment Area or reasonably necessary to effectuate the intent of this Agreement.

Section 2. A. Redevelopment Projects. The City and the Developer severally agree to carry out the Redevelopment Projects substantially in accordance with the Approving Ordinances and Exhibits thereto, the Redevelopment Plan and this Agreement; provided, however, that the City’s obligations shall be limited to the terms of the Approving Ordinances, the Note Ordinance, this Agreement, and all existing and future laws, ordinances, regulations and administrative procedures. The terms and provisions of the Approving Ordinances and of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the portions of the Redevelopment Area necessary to complete the Work on the Redevelopment Projects, all subject to the Developer’s rights as set forth in Section 2.C.(viii)(b) hereof.

B. Phasing of the Redevelopment Projects.

(i) In addition, the Developer intends to focus initially on the development of the Phase I Redevelopment Projects described on Exhibit D-1 and D-2 attached hereto. The anticipated dates for completion of each of the Redevelopment Projects is set forth in Exhibit D attached hereto, all subject to the Developer’s rights as set forth in Section

2.C.(viii)(b) hereof. It is further anticipated that the Series A Notes and the Series B Notes under the Note Ordinance will be issued to finance and refinance the Redevelopment Projects set forth on Exhibit D-1 and the Series C Notes will be issued to finance the Redevelopment Projects set forth on Exhibit D-2 hereto. Except as set forth in Section 2.C.(viii)(b), the amount of TIF Obligations allocable to the Redevelopment Projects set forth in Exhibit D-1 and/or Exhibit D-2 cannot be increased or decreased by 10% or more unless the Developer obtains the prior approval of the same through an amendment to this Agreement approved by the Board of Aldermen.

(ii) The Redevelopment Plan includes a significant number of additional Redevelopment Projects, which projects are contemplated to developed in Phase II of the Redevelopment Plan. Prior to the commencement of the construction of the Phase II Redevelopment Projects with the assistance of the proceeds of the TIF Obligations, Developer must obtain the prior approval of an amendment to this Agreement from the Board of Aldermen.

C. Subject to the limitations set forth in Section 2.B above, the Developer further agrees:

(i) From time to time, to request and evaluate from prospective developers, statement of qualifications in connection with the development of the Redevelopment Projects.

(ii) To construct the Redevelopment Projects, or cause the Redevelopment Projects to be constructed, in substantial conformity with the Redevelopment Plan.

(iii) (a) To commence construction of the first Phase I Redevelopment Project by no later than December 31, 2004; (b) to complete (or cause to be completed) construction of the Phase I Redevelopment Projects to be undertaken by the Developer (or Sub-Developers as appropriate) as described in the Redevelopment Plan (other than the SLU Arena) no later than December 31, 2008, provided, the Developer shall pursue development of the various types of Redevelopment Projects generally in accordance with the timing schedule set forth in Exhibit D hereto; provided, further that the time schedules set forth in this subsection and in Exhibit D may be extended for Excusable Delay, as defined herein, or may be extended pursuant to any extension granted pursuant to Section 2.C.(viii)(b); provided, further, that the completion date for all of the Phase I Redevelopment Projects shall not extend beyond December 31, 2010; and (c) to commence construction on four Redevelopment Projects by December 31, 2007.

(iv) To obtain (or caused to be obtained) any and all permits and licenses required by the City necessary to perform under this Agreement and to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer (or the applicable Sub-Developer under this Agreement).

(v) To permit access to the Redevelopment Area and to all records or files pertaining to the Redevelopment Projects by representatives of the City and its designees at all reasonable times for any purpose related to this Agreement which the City deems necessary, including, but not limited to, inspection of all work being performed in connection with the construction of improvements in the Redevelopment Area or verification of compliance with this Agreement (and all Parcel Development Agreements) or applicable law.

(vi) Work on all Redevelopment Projects, including both work on outdoor parks and public ways and indoor features of newly constructed or rehabilitated buildings, shall be designed and constructed according to the relevant aspects of (a) current standards as published by the U.S. Access Board, (b) current recommendations as published by the U.S. Access Board to the extent agreed to by the Developer, (c) current editions of the BOCA, ANSI, and International Code Council codes as adopted by the City of St. Louis, and (d) current pertinent publications of the Federal Highway Administration.

(vii) In order to assure that projects are compliant with such standards, the Developer and each Sub-Developer shall employ for consultation on both the design and construction of such Redevelopment Projects a licensed professional architect or engineer who has a recognized specialty in barriers to access for people with disabilities. Any such licensed professional architect or engineer shall have demonstrated professional experience in completed projects that comply with applicable governmental requirements for accessibility.

(viii) Notwithstanding anything contained herein to the contrary, the obligation of the Developer (or the applicable Sub-Developer) to construct each of the Redevelopment Projects is subject to the timely satisfaction or waiver by the Developer (or the applicable Sub-Developer) of each of the following conditions as to each Redevelopment Project as determined in the sole and absolute discretion of the Developer (or the applicable Sub-Developer):

(a) the adoption of a Note Ordinance by the Board of Aldermen of the City of St. Louis authorizing the issuance of not to exceed \$80,000,000 of the TIF Obligations payable from TIF Revenues, and in form, amount and substance which is satisfactory to the Developer;

(b) the Developer (or any applicable Sub-Developer) shall be satisfied, in its sole and absolute discretion as to each of the Redevelopment Projects, with (1) the overall feasibility, economic or otherwise, and (2) the suitability of the Redevelopment Area, including without limitation the Developer's satisfaction, in its sole and absolute discretion, with (A) all surveys, soil borings, environmental and other physical investigations, inspections, tests or reports with respect to the Redevelopment Area, (B) the status of title to the Redevelopment Area, including without limitation the zoning thereof and the availability of access thereto, (C) the availability of utilities to the Redevelopment Area, (D) the availability of all permits and approvals necessary for the acquisition, development and operation of the Redevelopment Area, and (E) any other investigations, inspections, tests or reports with respect to the Redevelopment Area. If, prior to the City's receipt of the Certificate of Commencement of Construction for a specific Redevelopment Project, the Developer determines that any one or more of the above listed conditions cannot be satisfied in the sole and absolute discretion of the Developer as to such project, the Developer shall provide written notice to the City. Such notice shall constitute evidence of the termination of all rights and obligations of the Developer under this Agreement as to that specific Redevelopment Project unless waived in writing by the Developer and the Developer shall indicate the amount of TIF Obligations related to that project that will not be required; thereafter the amount of TIF Obligations that will be issued by the City under the TIF Note Ordinance shall be reduced by the stated amount unless this Agreement or an amendment to this Agreement approves an alternate application of the amount of the TIF Obligations.

D. Parcel Development Agreements/Specific Redevelopment Projects.

(i) The Developer shall accomplish the various types of Redevelopment Projects directly, or cause such Redevelopment Projects to be completed by certain Sub-Developers pursuant to the terms of a Parcel Development Agreement. Developer anticipates that a significant portion of the Redevelopment Projects will be accomplished by Sub-Developers and that the Parcel Development Agreements will be negotiated by the Developer to be consistent with the Redevelopment Plan, this Agreement, the timing of Redevelopment Projects as set forth in Exhibit D hereto and Developer's obligations under this Agreement.

(ii) (a) Within thirty (30) days following execution of this Redevelopment Agreement, the City and the Developer shall enter into a purchase and sale agreement for 634 N. Grand with a closing date of December 31, 2004, and a purchase price payable in full at closing in an amount of not less than \$3,200,000. Such sale contract shall also provide that the City and Developer shall cooperate in endeavors to identify an alternate entity to purchase and develop 634 N. Grand in accordance with the Redevelopment Plan ("Alternate Purchaser"), and that, if such Alternate Purchaser is identified and if the price to be paid by such purchaser is in excess of \$3,200,000, the purchase price payable to the City shall be increased by such excess and the purchase and sale agreement may be assigned to the Alternate Purchaser, but any such assignment shall not limit Developer's obligation to purchase the property for \$3.2 million no later than December 31, 2004, if such Alternate Purchaser does not close on the sale on or before December 31, 2004.

(b) Concurrently with the closing of the sale and upon payment to the City in full of the purchase price for 634 N. Grand, the City will provide the Developer with a \$500,000 non-interest bearing note (the "City Note") which City Note shall not be applied to the purchase price for 634 N. Grand. The City Note shall be payable, subject to annual appropriation, in seventeen equal annual installments commencing on December 31, 2005 and each December 31 thereafter until the City Note matures; such City Note shall mature on the date of the latest maturity of any of the TIF Obligations or upon earlier payment of \$500,000, provided, however, that the Developer may use the City Note as additional collateral for the repayment of the TIF Obligations under the TIF Ordinance once the \$3.2 million purchase price has been paid in full.

(c) Developer may allocate some or all of the \$3,200,000 of TIF Obligations in the form of Series B Notes to assist in financing the purchase or development of 634 N. Grand by an Alternate Purchaser. Should an Alternate Purchaser not require the use of some or all of the such Notes for such purposes, said Notes may be allocated by Developer to other costs associated with other Redevelopment Projects; any reallocations among Redevelopment Projects will be subject to the restrictions on adjusting the amount of TIF Obligations among the Redevelopment Projects as set forth in the TIF Redevelopment Plan.

(iii). Any Parcel Development Agreement negotiated and executed by the Developer shall be substantially in the form set forth in Exhibit I attached hereto and incorporated herein by this reference. Notwithstanding anything in this Agreement to the contrary, to the extent that any proposed Parcel Development Agreement varies significantly from the form set forth in Exhibit I, or if the Redevelopment Project involves a project with total development costs of greater than \$50,000,000, then the form of Parcel Development Agreement must be approved by the Board of Estimate and Apportionment.

E. Eminent Domain; Property Acquisition; Tax Abatement. Effective on and after the date of adoption of the Ordinance approving this Agreement, neither the TIF Commission nor the City will use its powers of eminent domain to acquire any portion of the property in the Redevelopment Area pursuant to the Redevelopment Plan. However, notwithstanding the fact that there are not powers of eminent domain under the Ordinance, this Agreement or the Redevelopment Agreement, there shall be no modifications to the eminent domain provisions of the following ordinances: (a) the 3701-25 Lindell Boulevard, 3718 and 3730 Westminster Place Area (Ordinance No. 65416); (b) the N. Vandeventer/Olive Area (Ordinance No. 62698); (c) the 3803-07 Westminster Place Area (Ordinance No. 62773); (d) the North Vandeventer (20) Area (Ordinance No. 64467); (e) the Mill Creek North Area (Ordinance No. 55321); (f) the Grand Rock Area (Ordinance No. 65003); (g) Westminster Place (3815-25) Area (Ordinance No. 63588); (h) Grandel Square Area (Ordinance No. 52784); (i) Washington Avenue (3880-90) Area (Ordinance No. 62997); (j) University Plaza (Ordinance No. 58920); (k) Mill Creek (Ordinance No. 47245); (l) Mill Creek North (Ordinance No. 55321); (m) Woolworth's Building (Ordinance No. 58831); (n) City Center (Grand Center) (Ordinance No. 58364); (o) Pinewoods (Ordinance No. 58270); (p) under Chapter 353 R.S.Mo. and Ordinance No. 65035 covering an area bounded by Vandeventer Avenue on the west, Spring Avenue on the east, Enright Avenue on the north, and the alley north of Westminster Place on the south; and (q) under Chapter 353 R.S.Mo. and Ordinance No. 58270, covering an area bounded by Lindell Boulevard on the south, Theresa Avenue on the east, Enright Avenue on the north, and Spring Avenue (collectively, the existing "Redevelopment Ordinances"). Pursuant to the terms of this Agreement and the Approving Ordinances, the City shall rescind the right to grant tax abatement through and under all of the Redevelopment Ordinances; except that the City shall not rescind the right to grant tax abatement through and under the ordinance covering the Mill Creek North Area (Ordinance No. 55321) as to any Redevelopment Project involving total development costs of \$50,000,000 or more.

F. Excusable Delay. The Developer shall give the City written notice of Excusable Delay; provided, however, that all duties and obligations of the City hereunder and under the Approving Ordinances and the Redevelopment Plan shall cease and terminate on December 31, 2004, unless the Developer (or a Sub-Developer) has, on or before such date, commenced construction of the first Redevelopment Project. As set forth in Section 2.C.(iii), the Developer has further to complete (or cause to be completed) construction of the Phase I Redevelopment Projects to be undertaken by the Developer (or Sub-Developers as appropriate) as described in the Redevelopment Plan (other than the SLU Arena) no later than December 31, 2008. The time schedules set forth in this paragraph and in Exhibit D may be extended for Excusable Delay, as defined herein, or may be extended pursuant to any extension granted pursuant to Section 2.C.(viii)(b); provided, however that the completion date for all of the Phase I Redevelopment Projects (other than the SLU Arena) shall not extend beyond December 31, 2010.

G. Certificate of Substantial Completion.

(i) The Developer (and any applicable Sub-Developer) shall furnish to the City and SLDC a Certificate of Substantial Completion upon completion of each of the Redevelopment Projects.

(ii) The City and SLDC shall, within 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 project architect's certificate of substantial completion accompanying the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, prior to the end of such 30-day period after delivery to the City and the SLDC of the Certificate of Substantial Completion, the City or SLDC furnishes the Developer with specific written objections to the status of the Work for the specific Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail.

(iii) Upon acceptance of the Certificate of Substantial Completion by the City and SLDC or upon the lapse of 30 days after delivery thereof to the City and SLDC without any written objections by the City or SLDC, the Developer may record the Certificate of Substantial Completion with the St. Louis Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work as to the specific Redevelopment Project. Each Certificate of Substantial Completion shall be in substantially the form attached as Exhibit G hereto and incorporated by reference herein.

H. Developer to Advance Costs.

(i) The City acknowledges that the Developer has paid to the City's Comptroller and the St. Louis Development Corporation an initial fee of Five Thousand Dollars (\$5,000), which monies have been paid one half to the Comptroller of the City and one half to the St. Louis Development Corporation to reimburse the City's Comptroller and the St. Louis Development Corporation for its administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal.

(ii) The Developer shall, within ten (10) days after the date of execution of this Agreement, pay to the City's Comptroller and the St. Louis Development Corporation a sum not to exceed One Hundred Thousand Dollars (\$100,000), which monies shall be paid to the Comptroller of the City and to the St. Louis Development Corporation in such proportion as the parties shall agree and shall be applied to reimburse the City's Comptroller and the St. Louis Development Corporation for its costs incurred in connection with the negotiation of this Agreement. Such amounts shall be paid solely from the TIF Revenues prior to any other application of the TIF Revenues and shall be paid on a "pay-as-you-go" basis.

(iii) The Developer shall, within ten (10) days after the date of execution of this Agreement, submit evidence of payment of Issuance Costs by it in connection with the Approval Ordinances, the Note Ordinance, this Agreement and in connection with the planning and implementation activities related to the Redevelopment Projects in accordance with the documentation requirements set forth in this Agreement. Subject to satisfaction of the documentation requirements, Developer shall be reimbursed for such Issuance Costs in an amount equal to Four Hundred Twenty-Five Thousand Dollars (\$425,000). Such amounts shall be paid solely from the TIF Revenues after application of the TIF Revenues in (ii) above and shall be paid on a "pay-as-you-go" basis.

(iv) Upon each issuance from time to time of the TIF Obligations under the Note Ordinance in the form of TIF Notes, the Developer agrees to pay Issuance Costs incurred by the City in an amount equal to .125% of the TIF Notes so issued.

(v) All sums advanced under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of the TIF Obligations issued as provided herein.

(vi) As an annual fee, the City shall retain .3% of the TIF Revenues; provided, that the minimum fee shall be \$25,000 and the maximum fee shall be the amount of costs incurred by the City in administering the activities under the Redevelopment Plan. To the extent that the City has not been fully reimbursed during any calendar year for its costs in administering the activities under the Redevelopment Plan, the amount of the shortfall in reimbursement for the cost of such activities shall be carried as a liability under this subsection and shall be reimbursed pursuant to this Subsection 2.H.(vi) from any excess in the .3% of the TIF Revenues in future years until such shortfall shall be paid in full. Any such shortfall shall not bear interest.

Section 3. Redevelopment Project Costs.

A. Reimbursable Redevelopment Project Costs shall be paid, but only to the extent of \$80,000,000, out of the proceeds received by the City from the sale of the TIF Obligations. The amount of Reimbursable Redevelopment Costs by type of projects shall be limited to the amounts set forth in Exhibit D, provided that the total amount for the TIF Obligations shall not exceed \$80,000,000, all in accordance with the Note Ordinance. Any excess costs of the Redevelopment Project (after payment by the City of the sum equal to the net proceeds received by the City from the sale of the TIF Obligations which have been allocated by the Developer for the costs of the Redevelopment Project) shall be paid by the Developer (or the applicable Sub-Developer), subject to the terms and conditions hereof.

B. The obligations of the City to pay the Redevelopment Project Costs and to issue TIF Obligations to finance such Redevelopment Project Costs are not general obligations, and there has been no pledge of the full, faith or credit of the City, the State of Missouri, or any political subdivision thereof. The obligations of the City to pay the Redevelopment Project Costs and to issue TIF Obligations are special limited obligations secured solely by the expectation of increased revenues to be generated, herein defined as TIF Revenues, in connection with the Redevelopment Plan. The City shall have no responsibility for paying the Redevelopment Project Costs except with funds from the Special Allocation Fund, as set forth and provided for in the Approving Ordinances and the Note Ordinance, and as annually appropriated by the Board of Aldermen of the City. The City has established the Grand Center Redevelopment Area Tax Increment Financing District, and is utilizing tax increment financing as described in the Redevelopment Plan, in order to issue TIF Obligations for financing the costs of the Redevelopment Project. In accordance with the Act, the Approving Ordinances, and the Note Ordinance, the City shall deposit payments in lieu of taxes and certain other taxes and revenues derived from the Redevelopment Area into a Special Allocation Fund and use the same to pay debt service on and certain other

obligations associated with the TIF Obligations issued for financing the costs of the Redevelopment Project for reimbursing costs of the public project. Once the Redevelopment Projects are completed and the TIF Obligations issued to finance the Redevelopment Projects are retired, and if no other obligations issued to finance other public projects are then outstanding, the City shall dissolve the Special Allocation Fund, terminate the designation of the Redevelopment Area, and pay all surplus funds then remaining in the Special Allocation Fund to the taxing districts that extend into the Redevelopment Area.

C. The Phase I Redevelopment Projects described on Exhibit D-1 will be financed and refinanced with Series A Notes, Series B Notes and TIF Bonds under the Note Ordinance. The Phase I Redevelopment Projects described on Exhibit D-2 will be financed and refinanced with Series C Notes under the Note Ordinance. The Phase II Redevelopment Projects will be financed and refinanced with Series D Notes and as described in the ordinances approving modifications to this Agreement and the Note Ordinance, as the same may be amended.

Section 4. City's Obligation to Reimburse Developer.

A. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Obligations to be sold to or at the direction of the Developer to evidence the City's obligation to reimburse Developer for Reimbursable Redevelopment Project Costs up to a maximum aggregate principal amount of \$80,000,000.

B. At the earliest practicable time, the City shall cooperate with the Developer in connection with the issuance of TIF Bonds to refund all of the Series A Notes and to the extent possible, the Series B Notes through The Industrial Development Authority of the City of St. Louis, or any other appropriate local or state bond issuer as described in the Note Ordinance; provided, however, that to the extent that all of the Series B Notes cannot be refunded through the TIF Bond issuance, each holder of the Series B Notes shall retain a pro rata portion of the principal amount of the Series B Notes that cannot be refunded through the issuance of the TIF Bonds. Additional TIF Bonds may be issued from time to time on a parity with the TIF Bonds in accordance with the terms of the indenture authorizing the issuance of the TIF Bonds.

C. If TIF Bonds cannot be issued to fully refund the then outstanding TIF Obligations, the Developer may request a partial refund of such TIF Obligations provided, however, that (i) a partial refunding of the TIF Obligations shall occur only once every year and any unrefunded TIF Obligations shall remain subordinate to the TIF Bonds; (ii) all Series A Notes shall be refinanced before any Series B Notes, Series C Notes or Series D Notes are refinanced; (iii) all Series B Notes shall be refinanced before any Series C Notes or Series D Notes are refinanced; and (iv) all Series C Notes shall be refinanced before any Series D Notes are refinanced.

D. While the parties understand that the issuance of the TIF Bonds described in this Section 4 may require the approval of the Board of Aldermen of an authorizing ordinance, the City hereby expresses its intent to favorably consider such authorizing ordinance if the Developer is not in material breach in its obligations under this Agreement and so long as the authorizing ordinance is consistent with the Redevelopment Plan, the Note Ordinance and this Agreement.

Section 5. Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute.

Nothing in this Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer (or any applicable Sub-Developer) for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(11) of the TIF Act. The Developer (or any applicable Sub-Developer) shall provide to the City and to SLDC: (a) itemized invoices, receipts or other information evidencing such costs; (b) a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of Exhibit E, hereto; and (c) an opinion of counsel to the Developer addressed to the City that such cost is eligible for reimbursement under the TIF Act and whether such costs constitute advances under the TIF Obligations. In the event that any Reimbursable Redevelopment Project Cost is determined not to be a "redevelopment project cost" under Section 99.805 (11) of the TIF Act, the Developer (or any applicable Sub-Developer) shall have the right to substitute other qualified Redevelopment Project Costs.

Section 6. City's Obligations Limited to Special Allocation Fund and Bond Proceeds.

Notwithstanding any other term or provision of this Agreement, the City's obligations hereunder to issue TIF Obligations to the Developer (or any applicable Sub-Developer) for Reimbursable Redevelopment Project Costs are special, limited obligations, payable only from the Special Allocation Fund and from proceeds of the TIF Obligations and from no other source. The City has not pledged its full faith and credit relative to the City's obligations to issue the TIF Obligations or to pay any Reimbursable Redevelopment Project Costs. Notwithstanding any other term or provision of this Agreement, the City's and Developer's obligation to allocate the proceeds of the TIF Obligations to a Redevelopment Project (and any applicable Sub-Developer) for Reimbursable Redevelopment Project Costs are further limited

to the terms of any applicable Parcel Development Agreement.

Section 7. Procedures for the Issuance of TIF Obligations; Future Issuance of TIF Bonds.

A. The City agrees to issue TIF Obligations in one or more series as provided in the Note Ordinance up to a maximum aggregate principal amount of \$80,000,000. The maximum aggregate principal amount of TIF Obligations to be issued to the Developer for the reimbursement of Reimbursable Redevelopment Project Costs shall be \$80,000,000. The City shall issue, subject to the limitations of Sections 4-7 hereof, the TIF Obligations in accordance with the Note Ordinance.

B. The Developer may deliver to the City and to SLDC Certificates of Reimbursable Redevelopment Project Costs. Each Certificate of Reimbursable Redevelopment Project Costs shall be accompanied by itemized invoices, receipts or other information evidencing the amount requested, and the City and SLDC shall approve or disapprove of each Certificate within 30 days of the submittal thereof. If the City or SLDC disapproves any Certificate of Reimbursable Redevelopment Project Cost, the City or SLDC shall state in writing the reasons therefor and provide the Developer a reasonable opportunity to clarify or correct the Certificate of Reimbursable Redevelopment Project Costs. If the City and SLDC fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Cost within 30 days of the submittal thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. Notwithstanding any provision contained in this Agreement to the contrary, the City and SLDC are not obligated to approve any Certificate of Reimbursable Redevelopment Project Costs so long as the Developer is in default under the terms of this Agreement.

C. Within ten (10) days of approval by the City and SLDC of a Certificate of Reimbursable Redevelopment Project Costs in substantially the same form as Exhibit E attached hereto, the City shall issue, subject to the limitations of Sections 4-7 hereof, endorsements to the TIF Obligations evidencing advances for the reimbursement of Reimbursable Redevelopment Project Costs ("Construction Advances") up to the maximum dollar amount of the TIF Obligations allocable to that category of redevelopment project, provided, however, that the total amount of TIF Obligations shall not exceed \$80,000,000; provided, further that the approval timeframe for the first such issuance shall be thirty (30) days instead of ten (10) days. Construction Advances shall be issued no more than once per calendar month. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City and SLDC of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of endorsements to the TIF Obligations as provided in this Section 7, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Obligations and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund.

D. A condition to the first endorsement to the TIF Obligations which shall constitute the initial issuance and delivery of the TIF Obligations shall be the delivery to the City and SLDC by the Developer (or applicable Sub-Developer) of the following:

- (i) Certificate of Commencement of Construction, in substantially the form attached as Exhibit F hereto and incorporated herein by reference, evidencing that the Developer (or applicable Sub-Developer) has (i) acquired all property necessary for the first Phase I Redevelopment Project, and (ii) entered into a binding agreement with a contractor to construct such Redevelopment Project;
- (ii) Certificate of Reimbursable Redevelopment Project Costs evidencing the Developer (or applicable Sub-Developer) has incurred at least \$200,000 of Reimbursable Project Costs;
- (iii) Evidence of the Developer's (or applicable Sub-Developer) lender's commitment to finance the Redevelopment Project containing reasonably attainable conditions precedent to lender's obligation to finance, in a form acceptable to the City, or certification by the Developer (or applicable Sub-Developer) that financing for the Redevelopment Project has been obtained;
- (iv) Written notice of the acquisition of all property necessary for the first Redevelopment Project within the Redevelopment Area to the City;
- (v) Evidence of the payment of all Issuance Costs;
- (vi) Written agreement to file all applicable Comptroller reports set forth herein;
- (vii) Prior to the first endorsement of the TIF Obligations, evidence of the expenditure of not less than \$200,000 of its for the development of the Redevelopment Projects which costs shall be hard costs related to such projects;

and

- (viii) A copy of any applicable Parcel Development Agreement.

E. All Certificates of Reimbursable Redevelopment Project Costs shall evidence hard costs or, to the extent that such costs are not hard costs, the Developer shall provide evidence that it has incurred hard costs in an amount equal to the amount of each Certificate of Reimbursable Redevelopment Project Costs.

F. In connection with the commencement of the Phase I Redevelopment Projects, Developer anticipates the issuance of up to \$48,700,000 of TIF Obligations in the form of Series A Notes, Series B Notes and Series C Notes under the Note Ordinance. Initially the Developer will arrange for the private placement of those TIF Obligations in the form of Series A Notes, Series B Notes and Series C Notes with accredited investors. The initial placement of a TIF Obligations shall be done with the anticipation that such TIF Obligations would constitute Series A Notes, Series B Notes and Series C Notes under the Note Ordinance and be subordinate to the future issuance of TIF Bonds that are issued from time to time under the Note Ordinance or any future ordinance. The Developer anticipates that in late 2005 or early 2006 that it would work cooperatively with the City in connection the issuance of the TIF Bonds that would be utilized to finance and refinance a portion of the Phase I Redevelopment Projects described on Exhibit D-1 attached hereto; these TIF Bonds would be issued on a senior basis and would be entitled to a first claim on all TIF Revenues. The TIF Bonds, the Series A Notes, the Series B Notes, the Series C Notes and the Series D Notes would have the priorities and rights as described in the Note Ordinance.

Section 8. Special Allocation Fund: Collection and Use of TIF Revenues.

A. Creation of Special Allocation Fund. The City agrees to cause the appropriate officer to maintain the Special Allocation Fund. Subject to the requirements of the TIF Act, the City shall promptly, upon receipt thereof, deposit the TIF Revenues into the Special Allocation Fund.

B. Application of TIF Revenues. The City hereby agrees for the term of this Agreement to apply the TIF 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 under successor statutes, to the repayment of TIF Obligations as provided in Section 7 above and as provided in the Note Ordinance.

C. Cooperation in Determining TIF Revenues. The City and the Developer (and any applicable Sub-Developer) agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer shall use its best efforts to supply or cause to be supplied to the City's Office of the Comptroller a completed Tax Increment Financing (TIF) District Quarterly Information Form for each business located within the Redevelopment Area, the form of which is attached hereto as Exhibit H. In addition, the City and Developer agree as follows:

(i) The City and the Developer (and any applicable Sub-Developer) agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(ii) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Redevelopment Area and any applicable Sub-Developer) shall require any "seller" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended), located in the Redevelopment Area following completion of the work which has multiple business operations within the City to separately identify and declare all sales taxes originating within the Redevelopment Area and to provide such additional information regarding other sources of sales taxes within the City as may be required to determine the allocation of new sales taxes attributable to the Redevelopment Area during relevant reporting periods for purposes of compliance with this Agreement and the Act.

(iii) To further assist the City in calculating TIF Revenues, the Developer (and any applicable Sub-Developer) shall deliver the information related to its Redevelopment Project(s) and shall use all reasonable efforts to complete and submit the form set forth in Exhibit H in order to:

- (a) Supply federal and state identification numbers;
- (b) Supply or cause to be promptly supplied to the City, copies of statements of earnings, payroll

and gross receipts taxes paid (on Business Return Form 234, W-10, P-10 and City Gross Receipt Tax Report or successor forms) and copies of State sales tax returns filed with the Missouri Department of Revenue (on Form 53-1 or successor form) promptly after filing by “sellers” (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Project Parcels;

(c) Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services subject to taxation provided to the Project Parcels, including, but not limited to electric, natural gas, cable and telephone services; and

(d) Request any purchaser or transferee of real property located within the Project Parcels and any lessee or other user of real property located within the Project Parcels, to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Redevelopment Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases or sale contracts relating to the Project Parcels, and to provide the information required pursuant to Section 8.D.(i)-(iii) above.

So long as TIF Obligations are outstanding, the Developer (and any applicable Sub-Developer) shall cause the agreements in this Section to be a covenant running with the land which shall be enforceable as if such purchaser, transferee, lessee or other user of the Project Parcels were originally a party to and bound by this Agreement.

D. Certificate of Total Initial Equalized Assessed Value. Within sixty (60) days following the date of execution of this Agreement, the City shall provide to the Developer a true, correct and complete copy of the St. Louis Assessor’s calculation of the total assessed value of all taxable property within the Redevelopment Area for the calendar year ending December 31, 2001, determined pursuant to Section 99.845.1 of the Act.

E. Certificate of Initial Economic Activity Tax Revenues. Within sixty (60) days following the date of execution of this Agreement, the City shall provide to Developer a certification of the total additional revenues from taxes which were imposed by the City or other taxing districts (as the term is defined in Section 99.805(16) of the Act) for economic activities within the Redevelopment Area in the calendar year ending December 31, 2001, other than and excluding any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes, other than payment in lieu of taxes.

Section 9. Maintenance of Redevelopment Area. Developer shall use its best efforts to maintain or cause to be maintained all buildings and improvements in the Redevelopment Area which it owns or leases in a reasonably good state of repair and attractiveness, and shall maintain reasonable property and liability insurance. As to separately owned parcels of real estate within the Redevelopment Area during the term of this Agreement (including those parcels developed by Sub-Developers), Developer shall cause, by means of covenants running with the land or otherwise, each owner to maintain the buildings and improvements on its parcel in a reasonably good state of repair and attractiveness, and to maintain reasonable property and liability insurance with respect to the same.

Section 10. Representations and Warranties.

A. Representations of the Developer. Developer makes the following representations and warranties, each of which are true and correct on the date hereof:

(i) Developer, Grand Center, Inc., a Missouri not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) The Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein, and has complied with all requirements of its operating agreement.

(iii) The Developer has made preliminary investigations of the sites of the first phase of the Redevelopment Projects and the related necessary financing for construction of such Redevelopment Projects and anticipates that subject to market conditions it will be able to successfully place the TIF Obligations, and that necessary equity funds are also anticipated to be available.

B. Representations of the City. The City makes the following representations and warranties, each of which

representations and warranties is true and correct on the date hereof:

(i) The City is a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

(ii) The City has all necessary power and authority, through its Mayor and Comptroller, to enter into this Agreement, and to execute and deliver the documents and instruments required of the City herein, and has complied with all procedural requirements of its ordinances, its charter and the Constitution and laws of the State of Missouri.

(iii) The City shall cause the Redevelopment Projects and entire Redevelopment Area to be assessed in accordance with the Constitution and laws of the State of Missouri; provided, however, that nothing contained in this Agreement shall constitute a special agreement with the Developer that the Redevelopment Project will be considered to have an assessed value for purposes of the assessment of ad valorem taxes and payments in lieu of taxes of not less than a prescribed amount.

C. Indemnification. The Developer agrees to indemnify, defend and hold the City and SLDC, their employees, agents and independent contractors, harmless from and against any and all suits, claims, damages liabilities, costs and/or expenses arising out of the negligence (including errors and omissions) or willful misconduct of the Developer, its employees, agents or independent contractors or lessees, in connection with the management, development, redevelopment, construction and equipping of the Redevelopment Project and the adoption and implementation of the Approving Ordinances. The Developer agrees to name the City as an additional insured on its builders risk insurance policies applicable to each Redevelopment Project and, upon written request, shall furnish to the City proof of such insurance coverage. The Developer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, and the Mayor, Comptroller, Aldermen, officers and employees, agents and independent contractors thereof, from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection A of this Section 10. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Developer (and its successors in interest), and the shareholders, directors, officers and agents and independent contractors thereof, harmless from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection B of this Section 10.

Section 11. Non-Compliance.

A. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement or in the Redevelopment Plan, as may be amended from time to time, by the City or Developer or their successors or assigns as the case may be, the non-breaching party shall give written notice of such violation or breach and the breaching party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof. Except as provided herein, in the event any breach or violation remains uncured after thirty (30) calendar days from the date of notice, the breaching party, for itself and its successors and assigns, agrees that the non-breaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein or in the Redevelopment Plan and for damages resulting therefrom, and in addition, in the event of any such uncured material breach, the City may terminate this Agreement and remove the Developer as the designated developer, and terminating all rights of the Developer to the Redevelopment Plan, as to the Redevelopment Projects which have not been commenced or completed. The parties, their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.

B. Any legal proceedings described in Section 11.A. above, if against the Developer, shall not affect the tax increment financing established in connection with this Agreement or any other property in the Redevelopment Area which has been or is being developed or used in accordance with the provisions of this Agreement or is in the process of being developed in accordance with the provisions of this Agreement and any applicable Parcel Development Agreement. Any such breach and termination hereunder shall not affect the rights of any Sub-Developer under its Parcel Development Agreement, provided, however, that after any termination of the Developer hereunder, the City shall have the rights of the Developer to the Redevelopment Plan, excepting the restrictions against the Developer in Section 12, below, to enforce any Parcel Development Agreement in accordance with the terms thereof, and to proceed with the removal of blight pursuant to the Blighting Analysis and Redevelopment Plan.

Section 12. Certain Exclusions Regarding Scottish Rite Property.

A. (i) Scottish Rite Cathedral Association and the Scottish Rite Cathedral Preservation Association, Inc. (collectively, "Scottish Rite"), currently own (respectively) the Scottish Rite Cathedral at 3633 Lindell, and the Olive Street surface parking area of 2.575 acres immediately north of the Cathedral (collectively referred to as the "Scottish Rite Property"). Scottish Rite desires to construct a structured parking facility for approximately 554 cars, on a portion of its current surface parking area (using entirely private financing, and not seeking to participate in the development and funding process contemplated under this Agreement or in any other form of financing provided by the City). City Center Redevelopment Corporation ("CCRC"), a Related Entity of Grand Center, Inc., asserted certain review and approval rights regarding any development on the Scottish Rite Property, and a dispute ensued between Scottish Rite, on the one hand, and CCRC and Grand Center, Inc., on the other.

(ii) In resolution of such dispute, CCRC and Grand Center, Inc. entered into a Settlement and Mutual Release Agreement (the "Settlement Agreement"), dated as of September 17, 2002, with Scottish Rite and certain other parties. As an integral part of the Settlement Agreement, the Circuit Court of the City of St. Louis, on September 17, 2002, entered its Stipulation, Order and Judgment in the case of Scottish Rite Cathedral Preservation Association, Inc. v. Grand Center, Inc., et al., cause no. 024-1626 (the "Judgment"). Among other things, the Settlement Agreement and the Judgment both expressly provide (a) that Grand Center, Inc. is to have no authority to regulate, approve or condition development within the Scottish Rite Property, (b) that Grand Center, Inc. shall have no authority to institute, participate in or cause to be instituted any eminent domain proceedings with respect to any property (or interests therein) located within the Scottish Rite Property, and (c) that Grand Center, Inc. shall not seek to include the Scottish Rite Property within any blighted area or development plan executed in connection with any blighting ordinance. By letter agreement with Grand Center dated as of January 23, 2003, Scottish Rite has agreed that that it will not treat Grand Center's actions in seeking and obtaining blighting of the Scottish Rite Property under the TIF Ordinance as a breach of either the Settlement Agreement and/or the Judgment, and that it will not pursue remedial action in connection with such a potential breach; subject to and conditioned, however, upon observation of and compliance with the terms, conditions and requirements of this Section 12, and Grand Center's observance of and compliance with its continuing obligations under the Settlement Agreement and the Judgment, as modified by the letter agreement.

(iii) In furtherance and confirmation of the agreements reached under the Settlement Agreement and of the order entered under the Judgment (regarding prohibition of blighting and eminent domain rights with respect to the Scottish Rite Property), the City approved on December ____, 2002 Ordinance No. _____ [Board Bill No. 345] confirming the removal of the Scottish Rite Property from the application of the following ordinances (some of which provided for blighting and/or eminent domain rights): Ordinance No. 56717, Ordinance No. 58251, Ordinance No. 58270, Ordinance No. 58364 and Ordinance No. 59045.

B. Consistent with the aforesaid agreements of, and restrictions imposed upon, Grand Center, Inc. under the terms of the Settlement Agreement and the Judgment, and the amendments effected by Ordinance No. _____ [Board Bill 345], and in light of Scottish Rite's willingness to provide private funding for its structured parking facility project, the parties hereto expressly agree as follows:

(i) The Scottish Rite Property is specifically exempted from any and all design review requirements, design restrictions, or any other development restrictions or controls which are imposed (or in the future could be imposed) by the Developer or any Sub-Developer under the terms of this Agreement (or under any amendment, modification, renewal or replacement of this Agreement, or any similar agreement entered into pursuant to any similar ordinance providing for financing under the TIF Act), whether exercised or exercisable by the Developer, any Sub-Developer or any successor, assignee or transferee thereof. However, in the event that in the future the owner of a portion Scottish Rite Property seeks to undertake a Redevelopment Project financed in whole or part from sale of the TIF Obligations as contemplated under this Agreement, the aforesaid exemption shall not be applicable to that property which is the subject of such Redevelopment Proposal, and development restrictions or controls may be applied to such property as contemplated under this Agreement. The foregoing provisions of this Section 12 relate only to development restrictions or controls which are imposed (or in the future could be imposed) under the terms of this Agreement, and nothing set forth in this Section 12 shall be deemed to constitute a waiver or relinquishment on the part of the City (in whole or in part) of any rights or powers which the City (or any of its departments or agencies) may generally have with respect to development of real property (including zoning review, plan review, subdivision approval, building permit approval, demolition permit approval and any other similar review and approval rights or powers), provided that such rights or powers are not derived from or created by the terms of this Agreement.

(ii) The parties to this Agreement agree that nothing in the Approving Ordinances or this Agreement has in any manner amended or modified (or shall be deemed to have amended or modified) the aforesaid Ordinance _____ [Board Bill No. 345].

(iii) In addition to the restrictions provided in Section 2.E above regarding exercise of eminent domain, the parties hereto expressly agree that neither the City, the TIF Commission, the Developer nor any Sub-Developer shall seek, institute, participate in or cause to be instituted any eminent domain proceeding with respect to any property (or interests therein) located within the Scottish Rite Property, in connection with any Redevelopment Project under this Agreement (or any amendment, modification, renewal or replacement of this Agreement, or any similar agreement entered into pursuant to any similar ordinance providing for financing under the TIF Act).

C. The terms, covenants and agreements of this Section 12 have been included by the parties hereto for the benefit of Scottish Rite and its successors and assigns, and, accordingly, the terms, covenants and agreements set forth in this Section 12 shall be enforceable by Scottish Rite and its successors and assigns.

Section 13. Miscellaneous Provisions.

A. **Conflict of Interest.** No member of the Board of Aldermen, or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which he 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 with respect to such interest by the Board of Aldermen and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

B. **Hazardous Substances.** The Developer agrees that it will comply, and cause any Sub-Developer to comply, with all laws, orders and regulations of any governmental authority regarding Hazardous Materials which are applicable to its use of the Redevelopment Area. Hazardous Materials include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, etc.

C. **Nondiscrimination.** The Developer agrees that, as an independent covenant running with the land forever, 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 in 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 in this Section shall be included in all Parcel Development Agreements and any other agreement pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Area or a Redevelopment Project and any of the facilities under its control in the Redevelopment Area.

D. Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations.

(i) In any contract for work in connection with the Redevelopment Projects related to any of the property in the Redevelopment Area, the Developer (which term shall include the Developer, any Sub-Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a Related Entity to such entities), its contractors and subcontractors shall comply with all federal and state 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.

(ii) 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 or any Sub-Developer as a potential recipient of 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.

(iii) Without limiting any of the foregoing the Developer voluntarily agrees to adhere to and cause any Sub-Developer to adhere to the Equal Opportunity and Nondiscrimination Guidelines set forth in the Redevelopment Plan and attached hereto and incorporated herein as Exhibit B. By execution of this Agreement, the Developer certifies and agrees

that it is under no contractual or other disability which would prevent it from complying with the policy set forth in Exhibit B.

E. Employment of City Officials or Employees. In the acquisition, construction, rehabilitation and/or operation of the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the Board of Aldermen of the City, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

F. Cooperation. Each of the parties to this Agreement agree to cooperate with the other party in carrying out the Redevelopment Plan and Redevelopment Projects with due diligence and will perform each and every act required of it under the Redevelopment Plan.

G. Personal Liability. No official or employee of the City, of the Developer or of any Sub-Developer shall be personally liable to the other party or any successor in interest or assign of the other party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

H. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other party shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, confirmed facsimile, or delivered personally:

(i) in the case of the City, to:

City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Fax: 314-622-4061
Attention: Comptroller, Room 311
Fax: 314-622-4026
Attention: Treasurer, Room 220
Fax: 314-622-4246
Attention: City Counselor, Room 314
Fax: 314-622-4956

with a copy to:

St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63103
Attention: Executive Director
Fax: 314-622-3413

and

Armstrong Teasdale LLP
One Metropolitan Square
Suite 2600
St. Louis, Missouri 63102
Attention: James E. Mello, Esq.
Fax: 314-621-5065

(ii) in the case of the Developer, to:

Grand Center, Inc.
634 N. Grand, Suite 10A
St. Louis, MO 63108
Attention: President

Fax: 314-533-3345

with a copy to:

Bryan Cave LLP
One Metropolitan Square, Suite 3600
St. Louis, MO 63102-2750
Attention: Linda M. Martínez
Fax: 314-259-2020

or to such other address or person as either party may designate in writing to the other party. Notice shall be deemed given on the date of personal delivery or confirmed facsimile and on the date of receipt marked on the return card for registered or certified mail.

I. Amendments. The terms, conditions and provisions of this Agreement and of the Redevelopment Plan can be neither substantially modified nor eliminated except by mutual agreement between the Board of Estimate and Apportionment and the Developer, its successors and assigns; provided, however, that this Agreement shall be deemed to be and shall be construed as in compliance with the authority conferred upon the City by the TIF Act. It is understood that nothing herein to the contrary shall prevent the appropriation by the City of other funds for the purpose of financing or paying for the Redevelopment Project Costs.

J. Term. Except as otherwise provided herein, this Agreement shall remain in full force and effect so long as the Grand Center Redevelopment Area Tax Increment Financing District shall apply to any property in the Redevelopment Area, and at the expiration of the Grand Center Redevelopment Area Tax Increment Financing District, and the payment of all costs and the retirement of all TIF Obligations or other obligations issued to finance the costs of the Redevelopment Projects (which in no event shall be later than twenty three years from the date of adoption of the Redevelopment Plan), this Agreement shall terminate and become null and void.

K. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. Without limiting the generality of the foregoing, prior to completion of the Redevelopment Projects and upon written notice to the City, an interest in a portion of this Agreement may be assigned at any time to a Sub-Developer pursuant to the terms of a Parcel Development Agreement.

L. Cooperation in Issuance of TIF Obligations. The Developer (and any applicable Sub-Developer) and the City covenant to cooperate and take all reasonable actions necessary to assist the underwriters and financial advisors in the preparation of offering statements (including any official statement, private placement memorandum or similar disclosure documents) and other documents reasonably necessary to market and sell the TIF Obligations, including disclosure of tenants and developments within the Redevelopment Area. The Developer (or any applicable Sub-Developer) will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer (or any applicable Sub-Developer). Upon the execution of a confidentiality agreement acceptable to the Developer, the Developer (or applicable Sub-Developer) will provide such information to the City's and Developer's financial advisors, placement agents, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

M. No Other Notes, Bonds or Uses of TIF Revenues. The City shall not issue any other indebtedness or obligations secured by the Special Allocation Fund or the TIF Revenues (other than TIF Bonds to refund and refinance, and redeem and pay in full or in part, TIF Obligations initially issued hereunder and still outstanding), and the City shall not use or apply any TIF Revenues or any amounts deposited in the Special Allocation Fund (or deposited in the project fund established under the Note Ordinance) to pay any "redevelopment costs" (as such term is defined in TIF Act) other than the Reimbursable Redevelopment Project Costs and such other Redevelopment Project Costs as are expressly authorized for payment in this Agreement, as the same may be amended from time to time.

N. Escrow of TIF Obligation Documents. The parties agree that within fifteen (15) business days following the execution of this Agreement that all documents determined by Bond Counsel to be necessary to issue and deliver the TIF Obligations (other than satisfaction by the Developer of the requirements of Section 7 hereof and the satisfaction by the City of the requirements of Section 8(D) and (E)) shall be finalized, executed and delivered to bond counsel in escrow, subject to release and delivery by Bond Counsel on receipt of the items set forth in Section 7 and Section 8(D) and (E) hereof as the conditions to initial issuance and delivery

of TIF Obligations and delivery of a customary Bond Counsel opinion.

O. Annual Reports. The Developer shall submit annual reports to the City and SLDC on progress under the Redevelopment Plan, the status of each of the Redevelopment Projects and the compliance by it and any Sub-Developer with the covenants and agreement under this Agreement and any Parcel Development Agreement, including the compliance with the provisions of Section 13.D. hereof and Exhibit B hereto. The annual reports shall be submitted no later than sixty (60) days after each calendar year.

P. Memorandum of Agreement. The Developer may, at its option, record a memorandum of this Agreement, and the agreements and covenants contained herein shall be covenants running with the land.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

[SIGN IN BLACK INK ONLY]

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

Patricia Hageman, City Counselor

GRAND CENTER, INC., a Missouri
not-for-profit corporation

By: _____
Vincent C. Schoemehl, Jr.
President

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

On this ____ day of _____, 2003, 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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Francis G. Slay 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____

(Seal)

Notary Public

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

On this ____ day of _____, 2003, 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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____

(Seal)

Notary Public

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

On this ____ day of _____, 2003, before me appeared Vincent C. Schoemehl, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Grand Center, Inc., a Missouri not-for-profit corporation, and that said instrument was signed and sealed on behalf of said Grand Center, Inc. by authority of the board of directors, and said Vincent C. Schoemehl, Jr., acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires _____.

(Seal)

Notary Public

EXHIBIT A**Redevelopment Area**

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
103800010	3220 DELMAR BLVD	104100070	3203 OLIVE ST
103800020	3220 DELMAR BLVD	104100080	3211 OLIVE ST
103800030	3216 DELMAR BLVD	104100090	3217 OLIVE ST
103800040	3212 DELMAR BLVD	104100100	3221 OLIVE ST
103800050	3208 DELMAR BLVD	104100110	3225 OLIVE ST
103800060	3204 DELMAR BLVD	104100125	3227 OLIVE ST
103800100	715 N COMPTON AV	104218106	3320 LOCUST ST
103800110	709 N COMPTON AV	104218107	3320 LOCUST ST
103800120	3201 DR SAMUEL T SHEPARD DR	104300010	3338 WASHINGTON AV
103800130	3203 DR SAMUEL T SHEPARD DR	104300020	3336 WASHINGTON AV
103800140	3205 DR SAMUEL T SHEPARD DR	104300030	3330 WASHINGTON AV
103800150	3207 DR SAMUEL T SHEPARD DR	104300040	3328 WASHINGTON AV
103800160	3209 DR SAMUEL T SHEPARD DR	104300050	3326 WASHINGTON AV
103800170	3211 DR SAMUEL T SHEPARD DR	104300060	3318 WASHINGTON AV
103800180	3213 DR SAMUEL T SHEPARD DR	104300070	3316 WASHINGTON AV
103800190	3215 DR SAMUEL T SHEPARD DR	104300080	3306 WASHINGTON AV
103800200	3217 DR SAMUEL T SHEPARD DR	104300090	3300 WASHINGTON AV
103800210	3221 DR SAMUEL T SHEPARD DR	104300100	3301 LOCUST ST
103800220	3225 DR SAMUEL T SHEPARD DR	104300110	3321 LOCUST ST
103800230	3227 DR SAMUEL T SHEPARD DR	104300120	3323 LOCUST ST
103800240	3229 DR SAMUEL T SHEPARD DR	104300130	3327 LOCUST ST
103900010	3230 DR SAMUEL T SHEPARD DR	104300140	3331 LOCUST ST
103900020	3218 DR SAMUEL T SHEPARD DR	104300150	500 N JOSEPHINE BAKER AV
103900030	3208 DR SAMUEL T SHEPARD DR	104400025	3329 WASHINGTON AV
103900040	3206 DR SAMUEL T SHEPARD DR	104400040	3322 DR SAMUEL T SHEPARD DR
103900050	3204 DR SAMUEL T SHEPARD DR	104400055	3300 DR SAMUEL T SHEPARD DR
103900060	3200 DR SAMUEL T SHEPARD DR	104400080	3301 WASHINGTON AV
103900070	617 N COMPTON AV	104400100	3305 WASHINGTON AV
103900090	3207 WASHINGTON AV	104400115	3321 WASHINGTON AV
103900100	3229 WASHINGTON AV	104400120	3323 WASHINGTON AV
104000010	3232 WASHINGTON AV	104500010	3336 DELMAR BLVD
104000020	3216 WASHINGTON AV	104500020	3316 DELMAR BLVD
104000030	3200 WASHINGTON AV	104500050	3314 DELMAR BLVD
104000040	3201 LOCUST ST	104500060	3312 DELMAR BLVD
104000050	3219 LOCUST ST	104500070	3310 DELMAR BLVD
104000060	3219 LOCUST ST	104500080	3308 DELMAR BLVD
104000070	3221 LOCUST ST	104500090	3306 DELMAR BLVD
104000080	3225 LOCUST ST	104500100	3304 DELMAR BLVD
104000090	3227 LOCUST ST	104500110	3302 DELMAR BLVD
104100010	3224 LOCUST ST	104500120	3300 DELMAR BLVD
104100020	3216 LOCUST ST	104500130	718 N LEONARD AV
104100030	3214 LOCUST ST	104500140	3301 DR SAMUEL T SHEPARD DR
104100040	3210 LOCUST ST	104500150	3315 DR SAMUEL T SHEPARD DR
104100050	3206 LOCUST ST	104500160	3317 DR SAMUEL T SHEPARD DR
104100060	3200 LOCUST ST	104500170	3319 DR SAMUEL T SHEPARD DR

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
104500180	3321 DR SAMUEL T SHEPARD DR	105900100	3522 OLIVE ST
104500190	3323 DR SAMUEL T SHEPARD DR	105900110	3518 OLIVE ST
104500200	3325 DR SAMUEL T SHEPARD DR	105900130	3514 OLIVE ST
104500210	3327 DR SAMUEL T SHEPARD DR	105900140	3500 OLIVE ST
104500220	3329 DR SAMUEL T SHEPARD DR	105900160	3515 LINDELL BLVD
104500230	3331 DR SAMUEL T SHEPARD DR	105900170	3531 LINDELL BLVD
105400015	3432 DELMAR BLVD	105900190	3533 LINDELL BLVD
105400025	3430 DELMAR BLVD	105900200	3539 LINDELL BLVD
105400035	3422 DELMAR BLVD	105900230	3545 LINDELL BLVD
105400196	3419 DR SAMUEL T SHEPARD DR	105900240	3547 LINDELL BLVD
105400225	3433 DR SAMUEL T SHEPARD DR	105900255	300 N GRAND BLVD
105500010	3440 DR SAMUEL T SHEPARD DR	105900256	3559 LINDELL BLVD
105500020	3438 DR SAMUEL T SHEPARD DR	105900257	3559 LINDELL BLVD
105500030	3426 DR SAMUEL T SHEPARD DR	105900260	314 N GRAND BLVD
105500040	3424 DR SAMUEL T SHEPARD DR	106000010	516 N GRAND BLVD
105500050	3416 DR SAMUEL T SHEPARD DR	106000030	3540 WASHINGTON AV
105500060	3410 DR SAMUEL T SHEPARD DR	106000040	3536 WASHINGTON AV
105500070	3400 DR SAMUEL T SHEPARD DR	106000050	3534 WASHINGTON AV
105500080	3401 WASHINGTON AV	106000060	3532 WASHINGTON AV
105500090	3407 WASHINGTON AV	106000070	3530 WASHINGTON AV
105500100	3411 WASHINGTON AV	106000080	3526 WASHINGTON AV
105500110	3415 WASHINGTON AV	106000095	3520 WASHINGTON AV
105500120	3427 WASHINGTON AV	106000110	3518 WASHINGTON AV
105500130	614 N THERESA AV	106000120	3512 WASHINGTON AV
105600015	3418 WASHINGTON AV	106000140	3504 WASHINGTON AV
105600022	3414 WASHINGTON AV	106000160	3501 OLIVE ST
105600030	3412 WASHINGTON AV	106000200	3523 OLIVE ST
105600040	3410 WASHINGTON AV	106000210	3533 OLIVE ST
105600050	3408 WASHINGTON AV	106000220	3551 OLIVE ST
105600090	3400 WASHINGTON AV	106000230	500 N GRAND BLVD
105600100	3401 LOCUST ST	106000240	526 N GRAND BLVD
105600110	3417 LOCUST ST	106000250	3528 WASHINGTON AV
105600120	3427 LOCUST ST	106100010	3520 DR SAMUEL T SHEPARD DR
105700010	3431 OLIVE ST	106100020	3514 DR SAMUEL T SHEPARD DR
105700030	3423 OLIVE ST	106100030	3508 DR SAMUEL T SHEPARD DR
105700040	3415 OLIVE ST	106100040	3500 DR SAMUEL T SHEPARD DR
105700060	3407 OLIVE ST	106100050	3501 WASHINGTON AV
105700075	3401 OLIVE ST	106100060	3511 WASHINGTON AV
105800010	3432 OLIVE ST	106100070	3519 WASHINGTON AV
105800020	3420 OLIVE ST	106100080	3517 WASHINGTON AV
105800030	3401 LINDELL BLVD	106100090	3525 WASHINGTON AV
105900010	3554 OLIVE ST	106100100	3531 WASHINGTON AV
105900020	3546 OLIVE ST	106100110	620 N GRAND BLVD
105900030	3544 OLIVE ST	106100120	626 N GRAND BLVD
105900040	3542 OLIVE ST	106100130	3529 WASHINGTON AV
105900050	3536 OLIVE ST	106200035	3500 DELMAR BLVD
105900070	3532 OLIVE ST	106200065	3501 DR SAMUEL T SHEPARD DR
105900080	3526 OLIVE ST	106200075	3515 DR SAMUEL T SHEPARD DR
105900090	3524 OLIVE ST	106200085	3523 DR SAMUEL T SHEPARD DR

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
106200090	3521 DR SAMUEL T SHEPARD DR	196100250	3623 LINDELL BLVD
106200100	3533 DR SAMUEL T SHEPARD DR	220200110	3650 LACLEDE AV
106200110	700 N GRAND BLVD	220300010	3634 LACLEDE AV
106200135	714 N GRAND BLVD	220300020	3624 LACLEDE AV
106200145	3514 DELMAR BLVD	220300030	3618 LACLEDE AV
195000010	96 N Josephine Baker Av	220300035	3614 LACLEDE AV
195000013	3201 LACLEDE AV	220300040	17 S GRAND BLVD
195000020	3338 OLIVE ST	220300050	35 S GRAND BLVD
195000180	3338 R OLIVE ST	220300060	3615 FOREST PARK AV
195000300	217 N COMPTON AV	220300070	3631 FOREST PARK AV
195600010	3556 LINDELL BLVD	222600010	3520 LACLEDE AV
195600020	3550 LINDELL BLVD	222600020	3518 LACLEDE AV
195600030	3622 WEST PINE BLVD	222600030	3400 LACLEDE AV
195600040	3500 LINDELL BLVD	222600040	3200 LACLEDE AV
195600045	3500 R LINDELL BLVD	228700035	3670 WASHINGTON AV
195600120	275 N Josephine Baker Av	228700050	3664 WASHINGTON AV
195600130	215 N Josephine Baker Av	228700060	3656 WASHINGTON AV
195600140	3401 LACLEDE AV	228700070	3646 WASHINGTON AV
195600145	3599 PINE ST	228700085	3644 WASHINGTON AV
195600147	3590 R LINDELL BLVD	228700090	3640 WASHINGTON AV
195600150	3561 PINE ST	228700095	517 N GRAND BLVD
195600160	3539 PINE ST	228700100	531 N GRAND BLVD
195600165	3550 R LINDELL BLVD	228700110	521 N GRAND BLVD
195600170	3521 PINE ST	228700120	501 N GRAND BLVD
195600180	3501 PINE ST	228700130	3615 OLIVE ST
195600190	3456 R LINDELL BLVD	228700140	3621 OLIVE ST
195600200	3446 R LINDELL BLVD	228700150	3641 OLIVE ST
195600210	3442 R LINDELL BLVD	228700160	3645 OLIVE ST
195600220	3431 PINE ST	228700230	3699 OLIVE ST
195600225	3420 R LINDELL BLVD	228700320	3720 WASHINGTON AV
195600235	3418 R LINDELL BLVD	228700330	3750 WASHINGTON AV
195600240	3408 R LINDELL BLVD	228700340	3687 OLIVE ST
195600250	200 N GRAND BLVD	228700350	3657 OLIVE ST
195600280	3400 LINDELL BLVD	228700400	3750 WASHINGTON AV
195900011	2 N SPRING AV	228700410	3716 OLIVE ST
195900021	24 R N SPRING AV	228806010	3746 GRANDEL SQUARE
195900031	19 N GRAND BLVD	228806020	3740 GRANDEL SQUARE
195900041	17 N GRAND BLVD	228806030	3736 GRANDEL SQUARE
195900050	3 N GRAND BLVD	228806041	3730 GRANDEL SQUARE
195900061	3615 LACLEDE AV	228806051	3730 GRANDEL SQUARE
196000010	3604 LINDELL BLVD	228806060	3722 GRANDEL SQUARE
196000020	3655 WEST PINE BLVD	228806070	3716 GRANDEL SQUARE
196000030	3689 WEST PINE BLVD	228806080	3710 GRANDEL SQUARE
196000040	220 N SPRING AV	228806090	3708 GRANDEL SQUARE
196100010	3610 OLIVE ST	228806100	3700 GRANDEL SQUARE
196100210	3663 LINDELL BLVD	228806110	3662 GRANDEL SQUARE
196100220	3681 LINDELL BLVD	228806120	3658 GRANDEL SQUARE
196100230	3693 LINDELL BLVD	228806125	3654 GRANDEL SQUARE
196100240	3600 OLIVE ST	228806130	3636 GRANDEL SQUARE

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
228806140	3630 GRANDEL SQUARE	229001100	1027 ST ALPHONSUS ST
228806150	3610 GRANDEL SQUARE	229001110	3616 R FINNEY AV
228806170	617 N GRAND BLVD	229002010	1015 N GRAND BLVD
228806195	3623 WASHINGTON AV	229300190	1129 N GRAND BLVD
228806210	3643 WASHINGTON AV	229300200	1127 N GRAND BLVD
228806220	3651 WASHINGTON AV	229300210	1200 N GRAND BLVD
228806230	3655 WASHINGTON AV	229300220	1125 N GRAND BLVD
228806240	3661 WASHINGTON AV	229300230	1117 N GRAND BLVD
228806250	3701 WASHINGTON AV	229300240	1111 N GRAND BLVD
228806260	3713 WASHINGTON AV	229300250	1109 N GRAND BLVD
228806270	3719 WASHINGTON AV	229300260	1107 N GRAND BLVD
228806280	3721 WASHINGTON AV	229300270	1101 N GRAND BLVD
228806290	3733 WASHINGTON AV	229300470	1104 N SPRING AVE
228806325	3737 WASHINGTON AV	229300480	1112 N SPRING AVE
228806330	620 N SPRING AV	229300490	1113 REDD FOX LN
228806500	607 N GRAND BLVD	229400180	3616 PAGE BLVD
228806510	607 N GRAND BLVD	229400200	3610 PAGE
228819010	3743 DELMAR BLVD	229400210	1225 N GRAND BLVD
228819020	3743 ENRIGHT AV	229400220	1221 N GRAND BLVD
228819030	3738 ENRIGHT AV	229400230	1213 N GRAND BLVD
228819040	3718 ENRIGHT AV	229400240	1211 N GRAND BLVD
228819050	3710 ENRIGHT AV	229400250	1209 N GRAND BLVD
228819060	3678 ENRIGHT AV	229400260	1207 N GRAND BLVD
228819070	3643 DELMAR BLVD	251200010	3632 WINDSOR PL
228819080	3617 DELMAR BLVD	251300010	3888 WINDSOR PL
228819090	807 N GRAND BLVD	251300020	3886 WINDSOR PL
228819100	701 N GRAND BLVD	251300030	3884 WINDSOR PL
228819105	3617 GRANDEL SQUARE	251300040	3878 WINDSOR PL
228819120	3625 GRANDEL SQUARE	251300050	3874 WINDSOR PL
228819130	3631 GRANDEL SQUARE	251300060	3872 WINDSOR PL
228819140	3639 GRANDEL SQUARE	251300700	3870 WINDSOR PL
228819150	3641 GRANDEL SQUARE	251300190	3836 WINDSOR PL
228819180	3707 GRANDEL SQUARE	251300200	3834 WINDSOR PL
228819190	3711 GRANDEL SQUARE	251300210	3832 WINDSOR PL
228819200	3715 GRANDEL SQUARE	251300220	3828 WINDSOR PL
228819210	3725 GRANDEL SQUARE	251300230	3824 WINDSOR PL
228819220	3727 GRANDEL SQUARE	251300240	3820 WINDSOR PL
228819230	3735 GRANDEL SQUARE	251300245	3814 WINDSOR PL
228819240	3741 GRANDEL SQUARE	251300250	3818 WINDSOR PL
229001020	3620 FINNEY AV	251300270	3814 WINDSOR PL
229001030	3618 FINNEY AV	251300280	3808 WINDSOR PL
229001035	3616 FINNEY AV	251300290	3804 WINDSOR PL
229001040	3602 FINNEY AV	251300300	3802 WINDSOR PL
229001050	1045 N GRAND BLVD	251300330	3861 BELL AVE
229001060	1041 N GRAND BLVD	251300340	3863 BELL AVE
229001070	1039 N GRAND BLVD	251300350	3865 BELL AVE
229001075	1027 N GRAND BLVD	251300360	3867 BELL AVE
229001080	1023 N GRAND BLVD	251300370	3869 BELL AV
229001090	1023 ST ALPHONSUS ST	251300390	3873 BELL AVE

Parcel ID	Address	Parcel ID	Address
251300400	3875 BELL AVE	392500200	3801 LINDELL BLVD
251300410	3877 BELL AVE	392500210	3805 LINDELL BLVD
251300420	2879 BELL AVE	392500220	3821 LINDELL BLVD
251300430	3881 BELL AV	392500230	3839 LINDELL BLVD
251300440	3883 BELL AV	392500240	3853 LINDELL BLVD
251300450	3887 BELL AV	392600010	3856 OLIVE ST
251300460	1000 N VANDEVENTER AV	392600020	3848 OLIVE ST
251300470	1004 N VANDEVENTER AV	392600030	3842 OLIVE ST
391903010	3848 LACLEDE AV	392600040	3838 OLIVE ST
391903020	3838 LACLEDE AV	392600050	3834 OLIVE ST
391903041	3834 LACLEDE AV	392600060	3830 OLIVE ST
391903050	3822 LACLEDE AV	392600070	3826 OLIVE ST
391903060	3818 LACLEDE AV	392600080	3820 OLIVE ST
391903080	3812 LACLEDE AV	392600090	3812 OLIVE ST
391903090	3810 LACLEDE AV	392600100	3810 OLIVE ST
391903100	3808 LACLEDE AV	392600110	3808 OLIVE ST
391903110	3802 LACLEDE AV	392600120	3802 OLIVE ST
391903120	3800 LACLEDE AV	392600130	3800 OLIVE ST
391903125	3762 LACLEDE AV	392600140	3758 OLIVE ST
391903130	3760 LACLEDE AV	392600150	3756 OLIVE ST
391903135	3758 LACLEDE AV	392600160	3754 OLIVE ST
391903140	3754 LACLEDE AV	392600170	3752 OLIVE ST
391903150	3752 LACLEDE AV	392600180	3744 OLIVE ST
391903160	3750 LACLEDE AV	392600190	3742 OLIVE ST
391903175	3712 LACLEDE AV	392600200	3740 OLIVE ST
391903180	3710 LACLEDE AV	392600210	3738 OLIVE ST
391903190	3708 LACLEDE AV	392600220	3730 OLIVE ST
391903200	3706 LACLEDE AV	392600230	3724 OLIVE ST
391903205	3704 LACLEDE AV	392600240	3718 OLIVE ST
391903210	3702 H LACLEDE AV	392600260	3714 OLIVE ST
391903220	3702 LACLEDE AV	392600270	3710 OLIVE ST
391903230	3700 LACLEDE AV	392600280	3704 OLIVE ST
391903240	11 S SPRING AV	392600290	3700 OLIVE ST
391903250	13 S SPRING AV	392600300	323 N SPRING AV
391903260	15 S SPRING AV	392600320	3711 WESTMINSTER PL
391903270	17 S SPRING AV	392600330	3717 WESTMINSTER PL
391903280	19 S SPRING AV	392600340	3727 WESTMINSTER PL
392500010	3858 WESTMINSTER PL	392600350	3731 WESTMINSTER PL
392500020	3850 WESTMINSTER PL	392600360	3737 WESTMINSTER PL
392500030	3842 WESTMINSTER PL	392600370	3739 WESTMINSTER PL
392500055	3832 WESTMINSTER PL	392600380	3747 WESTMINSTER PL
392500065	3822 WESTMINSTER PL	392600390	3751 WESTMINSTER PL
392500130	3734 WESTMINSTER PL	392600400	3757 WESTMINSTER PL
392500140	3730 WESTMINSTER PL	392600410	3759 WESTMINSTER PL
392500150	3718 WESTMINSTER PL	392600420	3763 WESTMINSTER PL
392500160	3701 LINDELL BLVD	392600430	3803 WESTMINSTER PL
392500170	3733 LINDELL BLVD	392600435	3805 WESTMINSTER PL
392500180	3755 LINDELL BLVD	392600440	3807 WESTMINSTER PL
392500190	3765 LINDELL BLVD	392600450	3811 WESTMINSTER PL

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
392600485	3815 WESTMINSTER PL	392800350	20 N VANDEVENTER AV
392600490	3829 WESTMINSTER PL	392800355	3757 LACLEDE AV
392600500	3835 WESTMINSTER PL	392800360	3800 WEST PINE BLVD
392600510	3841 WESTMINSTER PL	458500025	3890 WASHINGTON AV
392600520	3845 WESTMINSTER PL	458500030	3886 WASHINGTON AV
392700030	3840 LINDELL BLVD	458500040	3880 WASHINGTON AV
392700050	3824 LINDELL BLVD	458500051	3868 WASHINGTON AV
392700060	3800 LINDELL BLVD	458500075	3858 WASHINGTON AV
392700080	3750 LINDELL BLVD	458500090	3854 WASHINGTON AV
392700090	3744 LINDELL BLVD	458500095	3850 WASHINGTON AV
392700100	3740 LINDELL BLVD	458500100	3848 WASHINGTON AV
392700170	3741 WEST PINE BLVD	458500110	3840 WASHINGTON AV
392700190	3753 WEST PINE BLVD	458500125	3830 WASHINGTON AV
392700195	3733 WEST PINE BLVD	458500140	3820 WASHINGTON AV
392700200	3811 WEST PINE BLVD	458500150	3816 WASHINGTON AV
392700205	3741 WEST PINE BLVD	458500160	3810 WASHINGTON AV
392700220	3825 WEST PINE BLVD	458500165	3800 WASHINGTON AV
392700230	3837 WEST PINE BLVD	458500180	3701 OLIVE ST
392700240	3843 WEST PINE BLVD	458500210	3727 OLIVE ST
392700250	3847 WEST PINE BLVD	458500220	3739 OLIVE ST
392700260	3863 WEST PINE BLVD	458500230	3817 OLIVE ST
392700265	3700 LINDELL BLVD	458500250	3821 OLIVE ST
392800010	3860 WEST PINE BLVD	458500260	3829 OLIVE ST
392800020	3852 WEST PINE BLVD	458500270	3831 OLIVE ST
392800040	3842 WEST PINE BLVD	458500280	3835 OLIVE ST
392800050	3838 WEST PINE BLVD	458500440	500 N VANDEVENTER AV
392800060	3820 WEST PINE BLVD	458500450	3892 WASHINGTON AV
392800120	3700 WEST PINE BLVD	503600010	3830 LINDELL BLVD
392800155	7 N SPRING AV	649300010	3530 PAGE BLVD
392800195	1 N SPRING AV	649300020	3534 PAGE BLVD
392800200	3715 LACLEDE AV	649300030	3536 PAGE BLVD
392800205	3717 LACLEDE AV	649300060	1118 N GRAND BLVD
392800210	3721 LACLEDE AV	649300070	1212 N GRAND BLVD
392800215	3731 LACLEDE AV	649300080	1220 N GRAND BLVD
392800220	3737 LACLEDE AV	649400010	920 N GRAND BLVD
392800245	3741 LACLEDE AV	649400030	900 N GRAND BLVD
392800260	3747 LACLEDE AV	649500020	3525 DELMAR BLVD
392800270	3751 LACLEDE AV	649600030	3510 COOK AV
392800340	3863 LACLEDE AV	650400060	303 S GRAND BLVD

EXHIBIT B**Equal Opportunity and Non-Discrimination Guidelines**

In any contract for work in connection with the redevelopment of any property in the Redevelopment Area, the Developer (which term shall include Developer, Sub-Developer(s), any designees, successors and assigns thereof, and any entity formed to implement the project of which the Developer is a general partner), its contractors and subcontractors will include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, the Executive Orders of the Mayor of the City dated December 6, 1984, January 10, 1990, March 31, 1992, (and subsequent Executive Orders) and all guidelines and further, such parties shall make a good faith effort to exceed the percentage goals set forth in the Executive Orders.

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

In the redevelopment of the Redevelopment Area, there shall be maximum utilization of bona fide minority business enterprises ("MBE's") and women business enterprises ("WBE's"). The Developer will set a goal of twenty-five percent (25%) MBE participation and five percent (5%) WBE participation under these guidelines. In the event the Developer fails to attain that goal, the Developer may be required to show good cause therefor; provided, however, that this requirement will be deemed to have been met when documentation evidences that all available resources (i.e. MBE/WBE suppliers, contractors, and subcontractors) willing to perform the work or provide the supplies--at a price which (i) is within the range requested by non-MBE/WBE's; or (ii) if higher than that requested by non-MBE/WBE's, is attributable to the effects of past discrimination--have been exhausted.

The term MBE shall mean, a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control and interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control and interest in capital and earnings commensurate with their percentage of ownership.

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

The Developer agrees that if the Developer of the Redevelopment Area creates permanent jobs, it shall enter into an Employment Plan with the Saint Louis Agency on Training and Employment and the SLDC for referral of Jobs Training Partnership Act eligible individuals. Said Employment Plan shall specify the number of jobs to be covered by the Employment Plan, the target date for referrals to begin, and the procedure for referral.

EXHIBIT C

(Redevelopment Proposal)

[Copy available for inspection at SLDC's
Office during normal business hours.]

EXHIBIT D

DESCRIPTION OF REDEVELOPMENT PROJECTS SOURCES OF FUNDS

	<u>Total Development Costs</u>	<u>Completion Date</u>	<u>TIF Support</u>
A. <u>District Theaters/ Museums/Arenas</u>			\$26.060 MM + 20%
1. African American Museum	\$30,000,000	2006	
2. Circus Flora/Flexible Performance Space	4,600,000	2011	
3. Contemporary Art Museum	12,000,000	2003	
4. Medinah Arts Center	5,460,000	2004	
5. Moolah Theater	11,250,000	2010	
6. SLU Arena	66,900,000	2005	
7. Sun Theater	4,525,000	2007	
B. <u>District Parking</u>			\$7.200MM + 20%
8. Garage I (1,000 Cars)	11,990,000	2007	
9. Symphony Plaza and Parking	7,200,000	2005	
10. Garage II (750 Cars)	8,985,000	2011	
11. Garage III (750 Cars)	8,985,000	2006	
C. <u>District Green Space / Public Housing</u>			\$11.530MM + 20%
12. Covenant Plaza	1,250,000	2010	
13. Delmar Re-routing	1,000,000	2007	
14. District Improvements	15,000,000	2004-2016	
15. Urban Garden	879,000	2003	
D. <u>District Education / Housing Projects</u>			\$5.975MM + 20%
16. Charmaine Chapman Community Center	5,000,000	2006	
17. Kim's Kids Daycare Center – Phase I	1,650,000	2006	
18. Olive West Housing	22,455,000	2005	
19. Village Academy	4,050,000	2006	
E. <u>District Historic Rehabilitation Projects</u>			\$11.360MM + 20%
20. Humboldt Building	5,200,000	2005	
21. Metropolitan Building	14,060,000	2004	
22. 634 N. Grand	4,745,000	2004	
23. Woolworth's	6,390,000	2003	
F. <u>District Retail / Mixed Use Development Projects</u>			\$17.670MM + 20%
24. Phase I	10,080,000	2006	
25. Phase II	11,400,000	2010	
26. Phase III	173,980,000	2008-2016	

Notwithstanding anything contained herein to the contrary, the total amount of TIF Obligations shall not exceed \$80,000,000

**GRAND CENTER
REDEVELOPMENT PROJECT PHASING**

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
A. District Theaters/Museums/Arenas														
1 African American Museum														
2 Circus Flora/Flexible Performance Space														
3 Comptemporary Art museum														
4 Medinah Arts Cener														
5 Moolah Theater														
6 SLU Arena														
7 Sun Theater														
B. District Parking														
8 Garage I (1,000 Cars)														
9 Garage II (750 cars)														
10 Garage III (750 Cars)														
11 Symphony Plaza and Parking														
C. District Green Space/Public Improvements														
12 Covenant Plaza														
13 Delmar Re-routing														
14 District Improvements														
15 Urban Garden														
D. District Education/Housing Projects														
16 Charmaine Chapman Community Center														
17 Kim's Kid Daycare Center Phase II														
18 Olive West Housing														
19 Village Academy														
E. District Historic Rehabilitation Projects														
20 Humboldt Building														
21 Metropolitan Building														
22 634 N. Grand														
23 Woolworth's														
F. District Tretail/Mixed Use Development Projects														
24 Phase I														
25 Phase II														
26 Phase III														

EXHIBIT D-1

**PHASE I REDEVELOPMENT PROJECTS
Series A Notes and Series B Notes
Allocable Amount of TIF Obligations**

Series A Notes

1. SLU Arena	\$ 15,000,000
2. Woolworth's	\$ 1,800,000
3. District Improvements	\$ 1,000,000

Series B Notes

4. Garage I	\$ 2,000,000
5. Kim's Kids Daycare Center – Phase II	\$ 150,000
6. Humboldt Building	\$ 1,000,000
7. Metropolitan Building	\$ 4,100,000
8. 634 N. Grand	\$ 3,200,000
9. Phase I District Retail Mixed Use	\$ 3,200,000

EXHIBIT D-2

**PHASE I REDEVELOPMENT PROJECTS
Series C Notes
Allocable Amount of TIF Obligations**

1. African American Museum	\$ 4,000,000
2. Contemporary Art Museum	\$ 2,000,000
3. Medina Arts Center	\$ 2,490,000
4. Symphony Plaza and Parking	\$ 890,000
5. Urban Garden	\$ 280,000
6. Charmaine Chapman Community Center	\$ 500,000
7. Olive West Housing	\$ 4,575,000
8. Village Academy	\$ 250,000

EXHIBIT E

(Certificate of Reimbursable Redevelopment Project Costs)

TO: _____, as Fiscal Agent

St. Louis, Missouri _____

RE: \$80,000,000 Tax Increment Revenue Notes (Grand Center Redevelopment Area)

RE: [Identify Type of Project; Name of Project]

You are hereby requested and directed as Fiscal Agent under Ordinance No. _____ adopted on _____, 2003 [Board Bill No. _____] (the "Ordinance") by the City of St. Louis, Missouri (the "City") to advance moneys in the Project Account of the Project Fund for the payment of the following Reimbursable Redevelopment Project Costs:

Payee	Amount	Description of Redevelopment Project Costs
-------	--------	--------------------------------------------

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Approving Ordinances. The undersigned is the Developer under the Redevelopment Agreement dated as of _____, 2003 between the City

and the Developer, and hereby states and certifies that:

1. Each item listed above is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction, renovation, repairing, equipping and constructing of a Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been incurred by the Developer (or a Sub-Developer) and are presently due and payable or have been paid by the Developer and are payable or reimbursable under the Approving Ordinances and the Redevelopment Agreement.

3. Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other certificate previously filed with the Fiscal Agent.

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 on the Redevelopment Project to which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan.

7. The costs constitute advances under the TIF Obligations.

8. The TIF Obligations issued to reimburse the Developer (or Sub-Developer) for any cost item to be reimbursed under this Certificate shall be Taxable TIF Obligations:

Yes: _____ No: _____

If yes, that portion attributable to Taxable TIF Obligations is \$ _____.

9. In the event that any cost item to be reimbursed under this certificate is deemed to not constitute a "redevelopment project cost" within the meaning of the TIF Act, the Developer (or Sub-Developer) shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

Dated this _____ day of _____, 20__.

GRAND CENTER, INC.

By: _____
Name: _____
Title: _____

[SUB-DEVELOPER – add if applicable]

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20__.

CITY OF ST. LOUIS, MISSOURI
Authorized Comptroller Representative*

By: _____
Name: _____

Title: _____

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

ST. LOUIS DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT F

**FORM OF CERTIFICATE OF
COMMENCEMENT OF CONSTRUCTION**

DELIVERED BY

GRAND CENTER, INC.

RE: [Identify Type of Project; Name of Project]

The undersigned, _____, a _____ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2003, between the City of St. Louis, Missouri (the "City") and the Developer (the "Agreement") hereby certifies to the City as follows:

- 1. All property within the Redevelopment Area necessary for the Redevelopment Project designated as: _____ has been acquired by the Developer (or Sub-Developer) in accordance with the Agreement.
- 2. The Developer (or Sub-Developer) has entered into an agreement with a contractor or contractors to construct a Redevelopment Project described as follows: _____.
- 3. The Developer (or Sub-Developer) has obtained all necessary financing needed to complete this Redevelopment Project.
- 4. This Certificate of Commencement of Construction is being issued by the Developer (and any applicable Sub-Developer) to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to Commencement of Construction of the described 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 _____, 200__.

GRAND CENTER, INC.

By: _____

Name: _____

Title: _____

[SUB-DEVELOPER – add if applicable]

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF
CERTIFICATE OF SUBSTANTIAL COMPLETION

DELIVERED BY

GRAND CENTER, INC.

RE: [Identify Type of Project; Name of Project]

The undersigned, Grand Center, Inc., a not-for-profit corporation (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, _____, 2003, 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, renovation, repairing, equipping and constructing of the Redevelopment Project designated: _____ in the Redevelopment Area has been substantially completed in accordance with the Agreement.

2. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached as Appendix A and by this reference incorporated herein), certifying that such Redevelopment Project have been substantially completed in accordance with the Agreement.

3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to such Redevelopment Project.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the City of St. Louis Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the portion of the Work with respect to the Redevelopment Project to which this Certificate relates.

This Certificate shall be recorded in the office of the City of St. Louis Recorder. This Certificate is given without prejudice to any rights against third parties which exists 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 _____, _____.

GRAND CENTER, INC.

By: _____
Name: _____
Title: _____

[SUB-DEVELOPER – add if applicable]

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF ST. LOUIS, MISSOURI

By: _____

Name[Print]: _____
Title: _____

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name[Print]: _____
Title: _____

EXHIBIT H

OFFICE OF THE COMPTROLLER, *City of St. Louis*

**Tax Increment Financing (TIF) District
Quarterly Information Form (Confidential)***

Redevelopment Area: Grand Center

Type of Project:

Name of Project:

Monthly/Quarterly Period: _____

FED ID Number: _____

Name of Company: _____

Address:** _____

Home Office: _____

Contact Person: _____

Phone: _____

Earnings tax paid to City during quarterly period: _____
(Business Return Form 234)

Earnings Tax withholding to City during
quarterly period: *(Form W-10)* _____

Payroll tax paid to City during quarterly period: _____
(Form P-10)

Sales tax paid to State during quarterly period: _____
(Form 53-S.F. MO Dept. of Revenue Sales Tax Return)

Restaurant Gross Receipts: _____
(City of St. Louis Gross Receipts' Tax Report)

* This information will not be part of any public record.
** INFORMATION IS REQUIRED FOR THIS SPECIFIC LOCATION ONLY. DO NOT COMBINE WITH ANY OTHER
LOCATION

EXHIBIT I

PARCEL DEVELOPMENT AGREEMENT

THIS PARCEL DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2003, by and between GRAND CENTER, INC., a not-for-profit corporation duly organized and existing under the laws of the State of Missouri (the "Developer"), and _____, a _____ organized and existing under the laws of the State of _____ (the "Sub-Developer").

WITNESSETH

WHEREAS, Developer and 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"), have entered into a certain Redevelopment Agreement dated as of _____, 2003 (the "Redevelopment Agreement"), providing, inter alia, for development, in cooperation with the City, of the Redevelopment Area, pursuant to the Tax Increment Blighting Analysis and Redevelopment Plan (the "Redevelopment Plan") for the Grand Center Redevelopment Area;

WHEREAS, identified on Exhibit A to the Redevelopment Agreement are certain private improvement projects and public improvement projects, described in the Redevelopment Plan as the Redevelopment Projects which will serve a public purpose, contingent upon obtaining agreements and municipal financial assistance from the City;

WHEREAS, the City proposes to finance a portion of the costs to be incurred in connection with the Redevelopment Projects by utilizing tax increment financing in accordance with the Act, and has established the Grand Center Redevelopment Area Special Allocation Fund and authorized the issuance and sale of up to \$80,000,000 in tax increment revenue obligations in two or more series, the proceeds of which are to be used to pay for a portion of the costs of the Redevelopment Projects;

WHEREAS, the City approved on November 15, 2002, Ordinance No. 65703 [Board Bill No. 286] designating a Redevelopment Area known as the Grand Center Redevelopment Area pursuant to the Act, approving the Redevelopment Plan and a series of Redevelopment Projects with respect thereto, and adopting tax increment financing for the Redevelopment Area; and

WHEREAS, the City approved on _____, 2003, Ordinance No. ____ [Board Bill No. ____] approving the execution of a Redevelopment Agreement to carry out the Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement sets forth the rights and obligations of the City and the Developer with respect to the implementation of the Redevelopment Projects described in the Redevelopment Plan; and

WHEREAS, in furtherance of the Redevelopment Plan and subject to the terms and conditions of the Redevelopment Agreement, as applicable to the Project Parcel identified on Exhibit A attached hereto, Sub-Developer has submitted a Project Proposal and stated its desire to complete the Redevelopment Project known as the _____ Project and, accordingly, as the designee of the Developer for such purpose, to develop the real estate and related improvements located on the Project Parcel substantially in accordance with the Authorized Project Proposal, the Authorized Project General Plans and the Authorized Project Budget and Development Schedule attached hereto as Exhibits B, C and D, respectively, as the same may be modified in accordance with the terms hereof, and as otherwise approved by Developer in accordance with the requirements of this Agreement;

NOW, THEREFORE, the Developer and the Sub-Developer, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, do agree as follows:

Section 1. Definitions. All capitalized terms used herein, other than proper nouns, shall have the meanings ascribed to them in Section 1 of this Agreement, except as they may be defined elsewhere in this Agreement. As used in this Agreement, the following words and terms shall have the following meanings:

"Act" or "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, Revised Statutes of Missouri, as amended.

"Acquisition Costs" means all costs of acquiring those portions of the Redevelopment Area, including the Project Parcel,

necessary for the Redevelopment Projects, including, but not limited to: cost of land and improvements or long-term leasehold interest therein; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, soil and hazardous waste and other site and property related reports; appraisals; and professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards, judgments, and all associated court costs, fees and expenses.

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

"Approving Ordinance" means collectively Ordinance No. 65703 [Board Bill No. 286] adopted on November 15, 2002 designating a Redevelopment Area known as the Grand Center Redevelopment Area pursuant to the Act, approving the Redevelopment Plan and a series of Redevelopment Projects with respect thereto and adopting tax increment financing for the Redevelopment Area, and Ordinance No. _____ [Board Bill No. ____] adopted on _____, 2003 approving the execution of a Redevelopment Agreement to carry out the Redevelopment Plan.

"Authorized Project" means the Redevelopment Project to be developed and constructed on the Project Parcel as described in and authorized pursuant to this Agreement.

"Authorized Project Allocation" means Developer's allocation to the Authorized Project of Reimbursable Redevelopment Project Costs in the maximum amount of \$_____, less and excepting Developer's costs allocated to the Authorized Project, and subject to verification and adjustment by Developer in accordance with the terms and conditions of this Agreement.

"Authorized Project Budget" means the budget for the Authorized Project prepared by Sub-Developer, approved by Developer and attached as Exhibit D attached hereto, as the same may be amended or supplemented from time to time.

"Authorized Project General Plans" means the concept plans for the Authorized Project prepared by Sub-Developer, approved by Developer and attached or to be attached hereto as Exhibit C, as the same may be amended or supplemented from time to time.

"Authorized Project Proposal" means the proposal submitted by Sub-Developer to the Developer for the development and construction of the Authorized Project as described in Exhibit B attached hereto, as the same may be amended or supplemented from time to time.

"Authorized Project Work" means the Work to be performed by the Sub-Developer to complete the construction and development of the Authorized Project.

"Board" means the Board of Aldermen of the City of St. Louis, Missouri.

"Bond Counsel" means Bryan Cave 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.

"Certificate of Commencement of Construction" means a document substantially in the form of Exhibit F attached hereto and incorporated by reference herein, delivered by the Developer (and any applicable Sub-Developer) to the City in accordance with this Agreement and evidencing commencement of construction of each of the Redevelopment Projects, including as to this Agreement, commencement of construction of the Authorized Project.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit E attached hereto, provided by the Sub-Developer to the Developer evidencing Reimbursable Redevelopment Project Costs (individually or together with other Certificates of Reimbursable Redevelopment Project Costs submitted by Sub-Developer, not to exceed the Authorized Project Allocation) incurred by the Sub-Developer and relating to the Authorized Project.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit G attached hereto and incorporated by reference herein, delivered by the Developer (and any applicable Sub-Developer) to the City in accordance with this Agreement and evidencing the completion of each of the Redevelopment Projects, including, as to this Agreement, completion of the Authorized Project.

“City” means the City of St. Louis, Missouri, a body corporate and political subdivision of the State of Missouri.

“Developer” means Grand Center, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“Excusable Delay” means any and all causes beyond the control of Developer or the Sub-Developer, including but not limited to acts of God, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, failure or delay in financings, market demand, vandalism, laws, orders or regulations of any court, governmental, civilian or military authority, acts of war or acts of terrorism.

“Finance Director” means the officer of the City authorized, from time to time, to act as the chief financial officer and treasurer by the City.

“Fiscal Agent” means _____, whose principal corporate trust office is located in St. Louis, Missouri, and any successor or assign.

“Governmental Approvals” means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, from the City, the State of Missouri, the Metropolitan St. Louis Sewer District, the U.S. Army Corps of Engineers, the Missouri Department of Natural Resources, the U.S. Department of Interior and other or similar approvals required for the implementation of the Redevelopment Projects, including the Authorized Project.

“Grand Center Redevelopment Area” means the entire area designated in the Redevelopment Plan, which area includes those portions of such area that are to be redeveloped into the Redevelopment Projects and as designated in the Redevelopment Plan as the Redevelopment Area as described on Exhibit A attached thereto and including the Project Parcel described in Exhibit A attached hereto.

“Interest Rate” means the rate per annum for Notes as may be agreed to by the purchasers thereof.

“Issuance Costs” means the fees and expenses of the City’s financial and legal advisors, the Bond Counsel and the fees and expenses of the Fiscal Agent, and the administrative expenses incurred by the Office of the Comptroller of the City.

“Net Proceeds” shall have the meaning as defined in the Note Ordinance.

“Note Ordinance” means Ordinance No. _____ [Board Bill No. _____] approved on _____, 2003 authorizing a Note Ordinance in connection with the issuance of one or more series of TIF Obligations to carry out the Redevelopment Plan; and any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“Parcel Development Agreement” shall mean agreements, including this Agreement, between the Developer and other parties designated as Sub-Developer pursuant to the terms of a Parcel Development Agreement, providing for the development of one or more of the Redevelopment Projects, including, as to this Agreement, the Authorized Project.

“Project Parcel” means the Project Site having the legal description set forth in Exhibit A attached hereto.

“Project Sites” means those locations within the Redevelopment Area, including the Project Parcel, which contain multiple sites for development of: (a) Districts Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects.

“Redevelopment Agreement” means the Redevelopment Agreement dated _____, 2003 by and between Developer and the City, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Redevelopment Area” shall have the meaning set forth on Exhibit A to the Redevelopment Agreement and incorporated therein and herein by reference.

“Redevelopment Plan” means the redevelopment plan titled the “Tax Increment Blighting Analysis and Redevelopment Plan for the Grand Center Redevelopment Area” dated August 2, 2002, as amended, and as adopted by the Board of Aldermen pursuant to Ordinance No. 65703 [Board Bill No. 286] on November 15, 2002, as such Plan may be amended from time to time.

“Redevelopment Projects” means the series of Redevelopment Projects, including the Authorized Project, described in the Redevelopment Plan and the Redevelopment Proposal providing for the following various types of development: (a) Districts Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Redevelopment Plan or the Redevelopment Projects. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) Acquisition Costs; (d) costs of demolition of buildings, and the clearing and grading of land; (e) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) Issuance Costs; (h) all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; and (i) payments in lieu of taxes.

“Redevelopment Proposal” means the TIF Application of Developer dated June 28, 2002, for the Redevelopment Area, and attached as Exhibit C to the Redevelopment Agreement and incorporated therein and herein.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs which are eligible for reimbursement to the Developer and any applicable Sub-Developers in accordance with the Act, the Redevelopment Agreement and any applicable Parcel Development Agreement, including, as to this Agreement, Redevelopment Project Costs which relate to the Authorized Project.

“Related Entity” means any entity related to the Sub-Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any entity in which Developer owns, in the aggregate, at least fifty percent (50%).

“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 City’s Grand Center Special Allocation Fund created in the Approving Ordinance.

“Sub-Developer” means, as to this Agreement, _____, a _____ organized and existing under the law of the State of _____, being the party designated by the Developer as provided in the Redevelopment Agreement to develop the Authorized Project in accordance with the terms and conditions of this Agreement.

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

“TIF Obligations” means any tax increment revenue notes and/or tax increment revenue bonds authorized by the City (or through The Industrial Development Authority of the City of St. Louis, or any other state or local issuer) in accordance with the TIF Act, the Note Ordinance and this Agreement.

“TIF Revenues” shall have the same meaning as set forth in the Redevelopment Agreement.

“Work” means all work, including, as to the Authorized Project, all Authorized Project Work, necessary to prepare the Redevelopment Area and to construct the Redevelopment Projects for the Redevelopment Area or reasonably necessary to effectuate the intent of the Redevelopment Agreement and, as to the Authorized Project, the intent of this Agreement.

Section 2. A. Authorized Project. The Sub-Developer agrees to carry out the Authorized Project substantially in accordance with the Ordinances and Exhibits thereto, the Redevelopment Agreement, the Redevelopment Plan and this Agreement, including the Authorized Project Proposal, the Authorized Project General Plans, the Authorized Project Budget and Development Schedule. The terms and provisions of the Approving Ordinances and of the Redevelopment Plan, as may be amended

from time to time, are fully incorporated herein by reference. The Sub-Developer agrees to advance all Redevelopment Project Costs as necessary to acquire ownership of or, as approved by Developer, leasehold title to, the Project Parcel necessary to complete the Authorized Project Work, all subject to the Sub-Developer's rights as set forth in Section 2.A(vii) hereof.

The Sub-Developer agrees, subject to the terms and conditions hereof:

(i) To construct the Authorized Project in substantial conformity with the Redevelopment Plan and the Authorized Project Proposal as further delineated in the Authorized Project General Plans.

(ii) To commence construction of the Authorized Project by no later than _____, _____ and to complete construction of the Authorized Project no later than _____, _____, provided however, the foregoing commencement and completion deadlines may be extended for Excusable Delay, as defined herein, provided no such extension shall exceed the outside deadlines established pursuant to the Redevelopment Agreement.

(iii) To obtain any and all permits and licenses required by the City necessary to perform under this Agreement and to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Sub-Developer under this Agreement.

(iv) To permit access to the Project Parcel and to all records of files pertaining to the Authorized Project by representatives of the Developer and the City and their respective designees at all reasonable times for any purpose related to this Agreement, which the Developer or the City deems necessary, including, but not limited to, inspection of all Authorized Project Work or verification of compliance with this Agreement or applicable law.

(v) Authorized Project Work, including both work on any outdoor parks and public ways and indoor features of newly constructed or rehabilitated buildings, shall be designed and constructed according to the relevant aspects of (a) current standards as published by the U.S. Access Board, (b) current recommendations as published by the U.S. Access Board to the extent agreed to by the Developer and the Sub-Developer, (c) current editions of the BOCA, ANSI, and International Code Council codes as adopted by the City of St. Louis, and (d) current pertinent publications of the Federal Highway Administration.

(vi) In order to assure that the Authorized Project is compliant with such standards, the Sub-Developer shall employ for consultation on both the design and construction of the Authorized Project a licensed professional architect or engineer who has a recognized specialty in barriers to access for people with disabilities. Any such licensed professional architect or engineer shall have demonstrated professional experience in completed projects that comply with applicable governmental requirements for accessibility.

(vii) Notwithstanding anything contained herein to the contrary, the obligation of the Sub-Developer to construct the Authorized Project is subject to the satisfaction or waiver by the Sub-Developer, on or before _____, _____, of each of the following conditions as determined in the sole and absolute discretion of the Sub-Developer:

(a) the amount, and the terms and conditions governing payment to the Sub-Developer of the Authorized Project Allocation.

(b) the Sub-Developer shall be satisfied in its sole and absolute discretion with (1) the overall feasibility, economic or otherwise of the Authorized Project, and (2) the suitability of the Project Parcel, including without limitation the Sub-Developer's satisfaction, in its sole and absolute discretion, with (A) all surveys, soil borings, environmental and other physical investigations, inspections, tests or reports with respect to the Project Parcel, (B) the status of title to the Project Parcel, including without limitation the zoning thereof and the availability of access thereto, (C) the availability of utilities to the Project Parcel, (D) the availability of all permits and approvals necessary for the acquisition, development and operation of the Project Parcel, and (E) any other investigations, inspections, tests or reports with respect to the Project Parcel. If the Sub-Developer determines that any one or more of the above listed conditions cannot be satisfied in the sole and absolute discretion of the Sub-Developer as to such project, on or before _____, _____, the Sub-Developer shall provide written notice to the Developer. Such notice shall constitute evidence of the termination of all rights and obligations of the Sub-Developer under this Agreement unless waived in writing by the Sub-Developer. Sub-Developer's failure to timely deliver such notice and terminate this Agreement shall constitute Sub-Developer's waiver of all conditions set forth

in this subsection (vii)(b).

(viii) In addition to the foregoing, it shall be a condition precedent to the obligation of the Sub-Developer to proceed with the Authorized Project that each of the following shall have been reviewed and approved by the Developer, such approval not to be unreasonably withheld or delayed, on or before _____:

- (i) the Authorized Project Proposal;
- (ii) the Authorized Project General Plans; and
- (iii) the Authorized Project Budget.

The parties agree that the primary criteria for Developer's approval of the Authorized Project Proposal shall be its compatibility with the Redevelopment Plan, and that the primary criteria for Developer's approval of the Authorized Project General Plans shall be their architectural and aesthetic compatibility and harmony with Developer's conceptualization of the completed Redevelopment Area, taking into account the requirements of the Authorized Project Proposal, and allowing for reasonable latitude in design innovation. The parties acknowledge and agree that detailed plans and specifications will be developed by or at the direction of the Sub-Developer based upon and as a further iteration and delineation of the Authorized Project General Plans, and that no further approval of such detailed plans and specifications shall be required to the extent the same do not contravene the Redevelopment Plan or the Authorized Project Proposal or materially change the nature or scope of the Authorized Project General Plans. **[Expand the description of the design review process.]**

B. Eminent Domain; Property Acquisition; Tax Abatement. Sub-Developer acknowledges that neither the TIF Commission nor the City will use its powers of eminent domain to acquire any portion of the property in the Redevelopment Area pursuant to the Redevelopment Plan.

C. Excusable Delay. The Sub-Developer shall give the Developer contemporaneous written notice of any Excusable Delay; provided, however, that all duties and obligations of the Developer hereunder, shall cease and terminate on _____, _____ unless the Sub-Developer has, on or before such date, commenced construction of the Authorized Project.

D. Certificate of Substantial Completion.

(i) The Sub-Developer shall furnish to the Developer, the City and SLDC a Certificate of Substantial Completion upon completion of the Authorized Project.

(ii) The Developer, the City and SLDC shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as any one or more of them deem necessary to verify to their reasonable satisfaction the accuracy of the certifications contained in the project architect's certificate of substantial completion accompanying the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the Developer, the City and the SLDC unless, prior to the end of such 30-day period after delivery to the Developer, the City and the SLDC of the Certificate of Substantial Completion, the Developer, the City or SLDC furnishes the Sub-Developer with specific written objections to the status of the Authorized Project Work, describing such objections and the measures required to correct such objections in reasonable detail.

(iii) Upon acceptance of the Certificate of Substantial Completion by the Developer, the City and SLDC or upon the lapse of 30 days after delivery thereof to the Developer, the City and SLDC without any written objections by the Developer, the City or SLDC, the Sub-Developer may record the Certificate of Substantial Completion with the St. Louis Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Sub-Developer's agreements and covenants to perform the Authorized Project Work. Each Certificate of Substantial Completion shall be in substantially the form attached as Exhibit G hereto and incorporated by reference herein.

E. Advancement of Costs. The Sub-Developer acknowledges that the Developer has advanced costs to the City, SLDC and others relating to the Redevelopment Plan and that such costs, together with other costs incurred by Developer in connection with the Redevelopment Plan, qualify as Reimbursable Redevelopment Project Costs and will be included in the Authorized Project Allocation as determined by Developer; provided, however that such reimbursement shall be limited to 2% of the Authorized Project Allocation.

Section 3. Redevelopment Project Costs. The Sub-Developer acknowledges the following:

A. That the Authorized Project Allocation represents a portion of the Reimbursable Redevelopment Project Costs relating to the Redevelopment Area, and that such sums shall be paid out of the net proceeds received from the sale of the TIF Obligations as limited in the aggregate pursuant to the Redevelopment Agreement. Any costs of the Authorized Project in excess of the Authorized Project Allocation shall be paid by the Sub-Developer, subject to the terms and conditions hereof. Developer represents and warrants to the Sub-Developer that the Authorized Project Allocation, when added to all other Reimbursable Redevelopment Project Costs incurred or to be incurred in connection with the Redevelopment Plan, shall not exceed the aggregate reimbursable limits imposed on all Redevelopment Projects pursuant to the Redevelopment Agreement.

B. That the obligations of the City to pay the Redevelopment Project Costs (including the Authorized Project Allocation) and to issue TIF Obligations to finance such Redevelopment Project Costs (and Authorized Project Allocation) are not general obligations, and there has not been a pledge of the full faith and credit, of the City, the State of Missouri, or any political subdivision thereof. The obligations to pay Redevelopment Project Costs and to issue TIF Obligations are special limited obligations secured solely by the expectation of increased revenues to be generated, herein defined as TIF Revenues, in connection with the Redevelopment Plan. Neither the City nor the Developer shall have any responsibility for paying the Redevelopment Project Costs (or the Authorized Project Allocation) except with funds from the Special Allocation Fund, as set forth and provided for in the Approving Ordinance and the Note Ordinance, and as annually appropriate by the Board of Alderman of the City. The City has established the Grand Center Redevelopment Area Tax Increment Financing District, and is utilizing tax increment financing as described in the Redevelopment Plan, in order to issue TIF Obligations for financing the costs of Redevelopment Projects (including the Authorized Project). In accordance with the Act, the Approving Ordinances, and the Note Ordinance, the City shall deposit payments in lieu of taxes and certain other taxes and revenues derived from the Redevelopment Area into a Special Allocation Fund and use the same to pay debt service on and certain other obligations associated with the TIF Obligations issued for financing the costs of the Redevelopment Projects (including the Authorized Project) for reimbursing costs of the project.

Section 4. City's Obligation to Reimburse Developer. Sub-Developer and Developer acknowledges that, subject to the terms of the Note Ordinance and the Redevelopment Agreement, the City has agreed to issue TIF Obligations to be sold to or at the direction of the Developer to evidence the City's obligation to reimburse Sub-Developer for Reimbursable Redevelopment Project Costs. Sub-Developer further acknowledges that the Developer has agreed to work collaboratively with the City within 120 days after the delivery of the Certificate of Substantial Completion for the Authorized Project to reimburse the Sub-Developer for Reimbursable Redevelopment Costs in an amount not to exceed the Authorized Project Allocation.

Section 5. Reimbursements Limited to Reimbursable Redevelopment Project Costs; Sub-Developer's Right to Substitute. The Sub-Developer acknowledges that nothing in the Redevelopment Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer (or Sub-Developer) for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(11) of the TIF Act. The Sub-Developer shall provide to the Developer (who shall provide copies of the same to the City): (a) itemized invoices, receipts or other information evidencing such costs; (b) a Certificate of Reimbursable Redevelopment Project Costs relating to the Authorized Project in substantially the form of Exhibit E, hereto; and (c) an opinion of counsel to the Sub-Developer addressed to the Developer and the City that such cost is eligible for reimbursement under the TIF Act and whether such costs constitute advances under the TIF Obligations. In the event that any Reimbursable Redevelopment Project Cost is determined by Developer or the City not to be a "redevelopment project cost" under Section 99.805 (11) of the TIF Act, the Sub-Developer shall have the right to substitute other qualified Redevelopment Project Costs.

Section 6. City's Obligations Limited to Special Allocation Fund and TIF Obligation Proceeds. Sub-Developer acknowledges that notwithstanding any other term or provision of this Agreement, the City's obligations under the Redevelopment Agreement to issue TIF Obligations for Reimbursable Redevelopment Project Costs (including the Authorized Project Allocation) are special limited obligations payable only from the Special Allocation Fund and from proceeds of the TIF Obligations, and from no other source. The City has not pledged its full faith and credit relative to the issuance or payment of the TIF Obligations, or the payment of Reimbursable Redevelopment Project Costs.

Section 7. Completion of Authorized Project; Payment of Authorized Project Allocation.

A. The Sub-Developer acknowledges that pursuant to the Redevelopment Agreement and the Note Ordinance the City has agreed to issue TIF Obligations in two or more series as provided in the Note Ordinance up to a maximum aggregate principal amount of \$80,000,000.

B. As a condition to receipt of the Authorized Project Allocation, the Sub-Developer shall deliver to the Developer Certificates of Reimbursable Redevelopment Project Costs in an aggregate amount not less than the Authorized Project Allocation. Each Certificate of Reimbursable Redevelopment Project Costs shall be accompanied by itemized invoices, receipts or other information evidencing the amount requested, and the Developer shall approve or disapprove of each Certificate within 60 days of the submittal thereof. Disapproval by the City or SLDC of any Reimbursable Redevelopment Project Costs submitted by Sub-Developer to Developer (and re-submitted by Developer to the City and SLDC or otherwise included in the Developer's submissions to the City and SLDC) shall entitle Developer to disapprove such submissions by Sub-Developer, and Developer shall have the exclusive right but not the obligation to challenge any such disapproval by the City or SLDC on Developer's own behalf, and in the name, place and stead of, the Sub-Developer. Sub-Developer shall cooperate fully with Developer in connection with the verification of Reimbursable Redevelopment Project Costs submitted to Developer by Sub-Developer. If the City or SLDC disapproves any Certificate of Reimbursable Redevelopment Project Cost submitted to Developer by Sub-Developer, the Developer shall deliver to Sub-Developer the City's or SLDC's written statement setting for the reasons therefor, and Developer shall provide Sub-Developer with a reasonable opportunity to clarify or correct the Certificate of Reimbursable Redevelopment Project Costs submitted by Sub-Developer. If the Developer, the City and SLDC fail to approve or disapprove any Certificate of Reimbursable Redevelopment Project Cost within 60 days of the Sub-Developer's submittal thereof to the Developer, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. Interest on the Reimbursable Redevelopment Project Costs (in an amount not to exceed the Authorized Project Allocation) shall begin to accrue on the date that is the later of: (i) delivery and approval of the Certificate of Substantial Completion; and (ii) the date on which Sub-Developer has submitted, and the City, SLDC and the Developer have approved Reimbursable Redevelopment Project Costs in an amount equal to the Authorized Project Allocation. Notwithstanding any provision contained in this Agreement to the contrary, neither the Developer nor the City is obligated to approve any Certificate of Reimbursable Redevelopment Project Costs so long as the Sub-Developer is in default under the terms of this Agreement, and interest shall not accrue to any such Certificate of Reimbursable Redevelopment Project Costs to disapprove or returned to any Sub-Developer. Payment to the Sub-Developer of the Authorized Project Allocation is contingent on Sub-Developer's submission to Developer of Reimbursable Redevelopment Project Costs at least equal to the Authorized Project Allocation. In the event any Reimbursable Redevelopment Project Costs submitted by the Sub-Developer are disallowed by the Developer, the City or SLDC, and the Sub-Developer, within 30 days thereafter, fails to verify the accuracy and correctness of such submission or, prior to substantial completion of the Authorized Project, make a substitution equivalent to such disallowed amount, as permitted herein, the Developer shall have the right to reduce the Authorized Project Allocation otherwise payable to the Sub-Developer pursuant to this Agreement by the amount of the sum disallowed.

C. Sub-Developer acknowledges that a condition to the Sub-Developer's right to receive payment of the allocable portion of the Authorized Project Allocation), shall be the delivery to the City and SLDC by the Developer of the following:

- (i) Certificate of Commencement of Construction, in substantially the form attached as Exhibit F hereto and incorporated herein by reference, evidencing that the Sub-Developer has (i) acquired all property (including, if applicable, leasehold title) necessary for the Authorized Project, and (ii) entered into a binding agreement with a contractor to construct such Authorized Project;
- (ii) Evidence of the Sub-Developer's lender's commitment to finance the Authorized Project containing reasonably attainable conditions precedent to lender's obligation to finance, in a form acceptable to the City, or certification by the Developer (based on Sub-Developer's certification to Developer, together with such other confirmations and evidence of financing as Developer may require) that financing for the Redevelopment Project has been obtained;
- (iii) Written notice of the acquisition of all property (including, if applicable, leasehold title) necessary for the Authorized Project within the Redevelopment Area to the Developer;
- (iv) Payment of the allocable portion of Issuance Costs incurred by Developer in connection with the TIF Obligations related to the Authorized Project Allocation; and
- (v) Agree to file all applicable Comptroller reports as set forth herein.

D. All Certificates of Reimbursable Redevelopment Project Costs shall evidence hard costs or, to the extent that such costs are not hard costs, the Developer shall provide evidence (or deliver to the City evidence provided to Developer by the Sub-Developer) that it (and/or the Sub-Developer) has incurred hard costs in an amount equal to the amount of each Certificate of Reimbursable Redevelopment Project Costs.

E. Certificate of Substantial Completion received in accordance with Section 2.D.

F. Upon Sub-Developer's satisfaction of the requirements of Section 7(A) through (E) hereof, the Developer shall pay to the Sub-Developer the Authorized Project Allocation, pursuant to the provisions of this Agreement.

Section 8. Special Allocation Fund: Collection and Use of TIF Revenues.

A. The Sub-Developer acknowledges the duties of the City and Developer pursuant to Section 8 of the Redevelopment Agreement.

B. Cooperation In Determining TIF Revenues. The Sub-Developer agrees to cooperate with the Developer and the City and take all reasonable actions necessary to cause the TIF Revenues derived from the Authorized Project to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Sub-Developer shall use its best efforts to supply or cause to be supplied to the Developer (who shall provide copies of the same to the City's Office of the Comptroller) a completed Tax Increment Financing (TIF) District Quarterly Information Form for the Authorized Project the form of which is attached hereto as Exhibit H. The Sub-Developer (or its successors in interest as owner or owners or as master lessee or master lessees of any portion of the Project Parcel) agrees to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

C. The Sub-Developer (or its successor(s) in interest as an owner or owner(s) or as master lessee or master lessees of the affected portion(s) of the Project Parcel) shall require every "seller" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended), located on the Project Parcel and having multiple business operations within the City to separately identify and declare all sales taxes originating within the Project Parcel and to provide such additional information regarding other sources of sales taxes within the City as may be required to determine the allocation of new sales taxes attributable to the Project Parcel during relevant reporting periods for purposes of compliance with this Agreement, the Redevelopment Agreement and the Act.

D. To further assist the City in calculating TIF Revenues, the Sub-Developer (or its successor(s) in interest as owned or owner(s) or as master lessee or master lessees of the affected portion(s) of the Project Parcel) shall use all reasonable efforts to complete and submit the form set forth in Exhibit H in order to:

(i) Supply federal and state identification numbers;

(ii) Supply or cause to be promptly supplied to the City, copies of statements of earnings, payroll and gross receipts taxes paid (on Business Return Form 234, W-10, P-10 and City Gross Receipt Tax Report or successor forms) and copies of State sales tax returns filed with the Missouri Department of Revenue (on Form 53-1 or successor form) promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Project Parcel;

(iii) Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services subject to taxation provided to the Project Parcel, including, but not limited to electric, natural gas, cable and telephone services; and

(iv) Require any purchaser or transferee of real property located within the Project Parcel and any lessee or other user of real property located within the Project Parcel to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Redevelopment Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases or sale contracts relating to the Project Parcel) and to provide the information required pursuant to Section 8.D.(i)-(iii) above.

So long as TIF Obligations are outstanding, the Sub-Developer shall cause the agreements in this Section to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of the Project Parcel were originally a party to and bound by this Agreement. After notice and an opportunity to cure any default, the covenants contained in this Section 8 may, at the option and direction of the Developer, be performed on behalf of the Sub-Developer by the Developer.

Section 9. Maintenance of Redevelopment Area.

A. Sub-Developer shall use its best efforts to maintain or cause to be maintained all buildings and improvements on the Project Parcel which it owns or leases in a reasonably good state of repair and attractiveness, and shall maintain reasonable property and liability insurance. In the event Sub-Developer shall fail to perform its obligations and covenants pursuant to this Section 9(i), Developer shall have the right, upon not less than 90 days' prior written notice to Sub-Developer and any mortgagee holding a deed of trust or leasehold deed of trust lien on the affected portion of the Project Parcel, as the case may be, to purchase insurance required to be maintained by Sub-Developer and to enter upon the Project Parcel and perform maintenance and repair obligations and covenants, all at the cost of Sub-Developer.

B. As to separately owned parcels of real estate within the Project Parcel during the term of this Agreement, Sub-Developer shall cause, by means of covenants running with the land or otherwise, each owner to maintain the buildings and improvements on its parcel in a reasonably good state of repair and attractiveness, and to maintain reasonable property and liability insurance with respect to the same. The covenants contained in this subsection (ii) may, at the option and direction of the Developer, be performed on behalf of the Sub-Developer by the Developer.

C. [In case of casualty, obligation to rebuild or provide insurance proceeds to Developer equal to the Authorized Project Allocation.]

Section 10. Representations and Warranties.

A. Representations of the Developer. Developer makes the following representations and warranties, each of which are true and correct on the date hereof:

(i) Developer, Grand Center, Inc., is a Missouri not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) The Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein, and has complied with all requirements of its operating agreement.

B. Representations of the Sub-Developer. Sub-Developer makes the following representations and warranties, each of which are true and correct on the date hereof:

(i) The Sub-Developer, _____, is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____.

(ii) The Sub-Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Sub-Developer herein, and has complied with all requirements of its operating agreement.

C. Indemnification. The Sub-Developer agrees to indemnify, defend and hold the Developer, the City and SLDC, their employees, agents and independent contractors, harmless from and against any and all suits, claims, damages liabilities, costs and/or expenses arising out of the negligence (including errors and omissions) or willful misconduct of the Sub-Developer, its employees, agents or independent contractors or lessees, in connection with the management, development, redevelopment, construction and equipping of the Authorized Project or any breach of this Agreement by the Sub-Developer. The Sub-Developer agrees to name each of the Developer and the City as an additional insured on its builders risk insurance policies applicable to the Authorized Project and, upon reasonable written request, shall furnish to the Developer and the City proof of such insurance coverage. The Sub-Developer shall, to the fullest extent permitted by law, indemnify and hold harmless the Developer, the City, and the Mayor, Comptroller, aldermen, officers and employees, agents and independent contractors thereof, from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection B of this Section 10. The Developer agrees, to the fullest extent permitted by law, to indemnify and hold the Sub-Developer (and its successors in interest), and the shareholders, directors, officers and agents and independent contractors thereof, harmless from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection A of this Section 10 or, to the extent of any actual loss of Authorized Project Allocation incurred by Sub-Developer, any termination of the Redevelopment Agreement as a result of a default thereunder on the part of the Developer.

Section 11. Non-Compliance. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement or in the Redevelopment Plan, as may be amended from time to time, by the Developer or the Sub-Developer or their successors or assigns as the case may be, the non breaching party shall give written notice of such violation or breach and the breaching party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof. Except as provided herein, in the event any breach or violation remains uncured after thirty (30) calendar days from the date of notice, the breaching party, for itself and its successors and assigns, agrees that the non breaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein or in the Redevelopment Plan applicable to the Project Parcel and for damages resulting therefrom, and in addition, in the event of any such uncured material breach on the part of the Sub-Developer, the Developer may terminate this Agreement and remove the Sub-Developer as the designated developer as to the Authorized Project. The parties, their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against the Sub-Developer, shall not affect the tax increment financing established in connection with this Agreement. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.

Section 12. Miscellaneous Provisions.

A. Conflict of Interest. Sub-Developer acknowledges the covenants of the City contained in Section 12A of the Redevelopment Agreement.

B. Hazardous Substances. The Sub-Developer agrees that it will comply with all laws, orders and regulations of any governmental authority regarding Hazardous Materials which are applicable to its use of the Redevelopment Area. Hazardous Materials include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, etc.

C. Nondiscrimination. The Sub-Developer agrees that, as an independent covenant running with the land forever, 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 on the Project Parcel or any portion thereof and said covenant may be enforced by the Developer, the City or the United States of America or any of their respective agencies. The Sub-Developer further agrees that a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Project Parcel.

D. Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations.

(i) In any contract for work in connection with the Redevelopment Projects related to any of the property in the Redevelopment Area, the Sub-Developer (which term shall include the Sub-Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a Related Entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Sub-Developer shall contractually require its contractors and subcontractors to comply with the Laws. The Sub-Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

(ii) 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 Sub-Developer as a potential recipient of TIF Revenues. Nonetheless, the Sub-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.

(iii) Without limiting any of the foregoing the Sub-Developer voluntarily agrees to adhere to the Equal Opportunity and Nondiscrimination Guidelines set forth in Exhibit B to the Redevelopment Plan. By execution of this Agreement, the Sub-Developer certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the policy set forth in Exhibit B to the Redevelopment Plan.

E. Employment of City Officials or Employees. In the acquisition, leasing, construction, rehabilitation and/or operation of the Authorized Project, Sub-Developer shall not knowingly employ or contract with any person who is a member of the Board of Aldermen of the City, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

F. Cooperation. Both parties to this Agreement agree to cooperate with the other party in carrying out the Redevelopment Plan as the same applies to the Project Parcel and the Authorized Project, with due diligence and will perform each and every act required of it under this Agreement.

G. Personal Liability. No official or employee of the City, the Developer or the Sub-Developer shall be personally liable to the other party or any successor in interest or assign of the other party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

H. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other party shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, confirmed facsimile, or delivered personally:

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

Grand Center, Inc.
634 N. Grand, Suite 10A
St. Louis, MO 63108
Attention: President
Fax: 314-533-3345

with a copy to:

Bryan Cave LLP
One Metropolitan Square, Suite 3600
St. Louis, MO 63102-2750
Attention: Linda M. Martínez
Fax: 314-259-2020

(ii) in the case of the Sub-Developer, to:

Attention: _____
Fax: _____

with a copy to:

Attention: _____
Fax: _____

(iii) in the case of the City, to:

City Hall
Tucker and Market Streets

St. Louis, Missouri 63103
 Attention: Mayor, Room 200
 Fax: _____
 Attention: Comptroller, Room 311
 Fax: _____
 Attention: City Counselor, Room 314
 Fax: _____

with a copy to:

St. Louis Development Corporation
 1015 Locust Street, Suite 1200
 St. Louis, Missouri 63103
 Attention: Executive Director
 Fax: _____

and

Armstrong Teasdale LLP
 One Metropolitan Square
 Suite 2600
 St. Louis, Missouri 63102
 Attention: James E. Mello, Esq.
 Fax: _____

or to such other address or person as either party may designate in writing to the other party. Notice shall be deemed given on the date of personal delivery or confirmed facsimile and on the date of receipt marked on the return card for registered or certified mail.

I. Amendments. The terms, conditions and provisions of this Agreement and of the Authorized Project Plan can be neither substantially modified nor eliminated except by mutual agreement between the Developer and the Sub-Developer, and their respective successors and assigns, and further, that any amendment in conflict with any provision of the Redevelopment Agreement shall require the approval of the City.

J. Term. Except as otherwise provided herein, this Agreement shall remain in full force and effect so long as the Redevelopment Agreement shall remain in full force and effect. Sub-Developer acknowledges that the Redevelopment Agreement provides that it shall remain in full force and effect so long as the Grand Center Redevelopment Area Tax Increment Financing District shall apply to any property in the Redevelopment Area, and at the expiration of the Grand Center Redevelopment Area Tax Increment Financing District, and the payment of all costs and the retirement of all TIF Obligations or other obligations issued to finance the costs of the Redevelopment Projects (which in no event shall be later than twenty three years from the date of adoption of the Redevelopment Plan), this Agreement shall terminate and become null and void.

K. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. Without limiting the generality of the foregoing, prior to completion of the Authorized Project and upon written notice to the City, an interest in a portion of the Redevelopment Agreement relating to the Authorized Project may be assigned at any time to the Sub-Developer, and in such event, the Sub-Developer shall become jointly and severally liable with Developer for the performance of the Developer’s covenants under the Redevelopment Agreement to the extent relating to the Authorized Project.

L. Cooperation in Issuance of TIF Bonds. The Developer and the Sub-Developer covenant to cooperate and take all reasonable actions necessary to assist the underwriters and financial advisors in the preparation of offering statements (including any official statement, private placement memorandum or similar disclosure documents) and other documents reasonably necessary to market and sell the TIF Obligations, including disclosure of tenants and developments within the Redevelopment Area. Neither the Developer nor the Sub-Developer will be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer or the Sub-Developer), but upon the execution of a confidentiality agreement acceptable to the Developer and the Sub-Developer, the Developer or Sub-Developer, as the case may be, will provide such information to the City’s financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if

any subsequent transferee thereof were originally a party to and bound by this Agreement.

M. **Annual Reports.** The Sub-Developer shall submit annual reports to the Developer (which shall submit copies of the same to the City and SLDC) on progress of its Redevelopment Project and the compliance by the Sub-Developer with the covenants and agreement under this Parcel Development Agreement, including the compliance with the provisions of Section 12.D. hereof and Exhibit B to the Redevelopment Plan. The annual reports shall be submitted no later than forty-five (45) days after each calendar year.

N. **Memorandum of Agreement.** The Developer may, at its option, record a memorandum of this Agreement, and the agreements and covenants contained herein shall be covenants running with the land.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Developer and the Sub-Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

[SIGN IN BLACK INK ONLY]

DEVELOPER:

GRAND CENTER, INC., a Missouri not-for-profit corporation

By: _____
Vincent C. Schoemehl, Jr.
President

SUB-DEVELOPER:

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 2003, before me appeared Vincent C. Schoemehl, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Grand Center, Inc., a Missouri not-for-profit corporation, and that said instrument was signed and sealed on behalf of said Grand Center, Inc. by authority of the board of directors, and said Vincent C. Schoemehl, Jr., acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires _____ .

(Seal)

Notary Public

ATTACH ACKNOWLEDGEMENT FOR SUB-DEVELOPER

EXHIBIT A TO PARCEL DEVELOPMENT AGREEMENT

Project Parcel

An area of land within the Redevelopment Area as described below:

[insert description of area]

EXHIBIT B TO PARCEL DEVELOPMENT AGREEMENT

Authorized Project Proposal

[Copy to be delivered to Developer and made available for inspection at the Developer's Office during normal business hours.]

EXHIBIT C TO PARCEL DEVELOPMENT AGREEMENT

Authorized Project General Plans

EXHIBIT D TO PARCEL DEVELOPMENT AGREEMENT

Authorized Project Budget

EXHIBIT E

**Sub-Developer's Certificate of Reimbursable Redevelopment Project Costs
Relating to the Authorized Project**

TO: Grand Center, Inc.
634 N. Grand Boulevard
St. Louis, Missouri 63103

RE: _____:
Project

We hereby certify to Grand Center, Inc. ("Developer"), for use in connection with the Certificate of Reimbursable Project Costs to be submitted to the City of St. Louis, Missouri (the "City") by the Developer, to request the City to advance moneys for the payment of the following Reimbursable Redevelopment Project Costs:

Payee	Amount	Description of Redevelopment Project Costs
-------	--------	--------------------------------------------

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Parcel Development Agreement dated as of _____, 2003 between the Developer and the Sub-Developer. The undersigned is the Sub-Developer under the Parcel Development Agreement hereby states and certifies to the Developer and the City that:

1. Each item listed above is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction, renovation, repairing, equipping and constructing of the Authorized Project.
2. These Reimbursable Redevelopment Project Costs have been incurred by the Sub-Developer and are presently due and payable or have been paid by the Sub-Developer and are payable or reimbursable under the Parcel Development Agreement.
3. Each item listed above has not previously been certified to the Developer pursuant to any prior Certificate of Reimbursable Redevelopment Project Costs submitted by Sub-Developer or paid or reimbursed.
4. There has not been filed with or served upon the Sub-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 on the Authorized Project for which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Authorized Project Proposal and, as applicable, the Authorized Project General Plans.

7. In the event that any cost item to be reimbursed under this certificate is deemed to not constitute a "redevelopment project cost" within the meaning of the TIF Act, the Sub-Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

Dated this _____ day of _____, 20__.

[SUB-DEVELOPER]

By: _____
Name: _____
Title: _____

EXHIBIT F

FORM OF CERTIFICATE OF
COMMENCEMENT OF CONSTRUCTION

DELIVERED BY

[SUB-DEVELOPER]

RE: _____: _____ Project

The undersigned, _____, a _____ (the "Sub-Developer"), pursuant to that certain Parcel Development Agreement dated as of _____, 2003, between the Developer and Grand Center, Inc. (the "Developer") (the "Parcel Development Agreement") hereby certifies to the City and the Developer as follows:

1. All property within the Redevelopment Area necessary for the Redevelopment Projects designated as: _____ Project has been acquired by the Sub-Developer in accordance with the Parcel Development Agreement.
2. The Sub-Developer has entered into an agreement with a contractor or contractors to construct a Redevelopment Project described as follows: _____.
3. The Sub-Developer has obtained all necessary financing needed to complete this Redevelopment Project.
4. This Certificate of Commencement of Construction is being issued by the Sub-Developer to the City in accordance with the Parcel Development Agreement to evidence the Sub-Developer's satisfaction of all obligations and covenants with respect to Commencement of Construction of the described 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 _____, 200__.

[SUB-DEVELOPER]

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF
CERTIFICATE OF SUBSTANTIAL COMPLETION

DELIVERED BY

[SUB-DEVELOPER]

RE: _____: _____ Project

The undersigned, _____, a _____ (the "Sub-Developer"), pursuant to that certain Parcel Development Agreement dated as of _____, 2003 between the Sub-Developer and Grand Center, Inc. (the "Developer") (the "Parcel Development Agreement"), hereby certifies to the City and the Developer as follows:

1. That as of _____, _____, the construction, renovation, repairing, equipping and constructing of the Redevelopment Project designated: Saint Louis University Arena Project in the Redevelopment Area has been substantially completed in accordance with the Parcel Development Agreement.

2. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached as Appendix A and by this reference incorporated herein), certifying that such Redevelopment Project have been substantially completed in accordance with the Parcel Development Agreement.

3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Parcel Development Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to such Redevelopment Project.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 60 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 60 day period), and, if no written objection is filed by the City, or, if filed, if said written objection is resolved by the Developer or Sub-Developer, then the recordation of this Certificate with the City of St. Louis Recorder, shall evidence the satisfaction of the Developer's and Sub-Developer's agreements and covenants to perform the portion of the work with respect to the Redevelopment Project to which this Certificate relates.

This Certificate shall be recorded in the office of the City of St. Louis Recorder. 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 Parcel Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 200____.

GRAND CENTER, INC.

By: _____

Name: _____

Title: _____

[SUB-DEVELOPER]

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF ST. LOUIS, MISSOURI

By: _____
Name[Print]: _____
Title: _____

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name[Print]: _____
Title: _____

EXHIBIT H

OFFICE OF THE COMPTROLLER, *City of St. Louis*

**Tax Increment Financing (TIF) District
Quarterly Information Form (Confidential)***

Redevelopment Area: Grand Center
Type of Project: _____
Name of Project: _____
Monthly Quarterly Period: _____
FED ID Number: _____
State ID Number: _____

Name of Company: _____

Address:** _____

Home Office: _____

Contact Person: _____

Phone: _____

Earnings tax paid to City during quarterly period: _____
(Business Return Form 234)

Earnings Tax withholding to City during
quarterly period: (Form W-10) _____

Payroll tax paid to City during quarterly period: _____
(Form P-10)

Sales tax paid to State during quarterly period: _____

(Form 53-S.F. MO Dept. of Revenue Sales Tax Return)

Restaurant Gross Receipts: _____

(City of St. Louis Gross Receipts' Tax Report)

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

** INFORMATION IS REQUIRED FOR THIS SPECIFIC LOCATION ONLY. DO NOT COMBINE WITH ANY OTHER LOCATION

Approved: February 25, 2003