

ORDINANCE #68636
Board Bill No. 343

An Ordinance Affirming Adoption Of A Redevelopment Plan, Redevelopment Area, And Redevelopment Project; Authorizing The Execution Of A Redevelopment Agreement Between The City Of St. Louis And Railway Exchange Building TIF, Inc.; Prescribing The Form And Details Of Said Agreement; Designating Railway Exchange Building TIF, Inc. As Developer Of The Redevelopment Area; Making Certain Findings With Respect Thereto; Authorizing Other Related Actions In Connection With The Redevelopment Of Certain Property Within The Redevelopment Area; And Containing A Severability Clause.

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

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

WHEREAS, on December 16, 2009, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act (hereinafter defined) and received comments from all interested persons and taxing districts affected by the Redevelopment Plan and the redevelopment project described therein; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the “Act” or “TIF Act”), and after due consideration of the TIF Commission’s recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ [Board Bill No. 338] on March 12, 2010, which Ordinance: (i) adopted and approved a redevelopment plan entitled the “Railway Exchange Building TIF Redevelopment Plan” dated November 6, 2009 (the “Redevelopment Plan”) (ii) designated the Railway Exchange Building Redevelopment Area (as described in the Redevelopment Plan) as a “redevelopment area” as that term is defined in the TIF Act (the “Redevelopment Area”), (iii) adopted and approved the Redevelopment Project described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, (v) established the City of St. Louis, Missouri “Railway Exchange Building Special Allocation Fund,” and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by the acquisition of the property within the Redevelopment Area, the preparation of the site, and the development of specialty mixed uses, as set forth in the Redevelopment Plan (the “Redevelopment Project,” or “TIF Project”); and

WHEREAS, pursuant to Ordinance No. _____ [Board Bill No. 338], the Board of Aldermen has determined that completion of the Redevelopment Project is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

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

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

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

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City

and the Developer of their respective obligations under the 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 TIF Act and the Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Railway Exchange Building TIF, Inc., as Developer of the Redevelopment Area, in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for completion of the Redevelopment Project.

SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Project and to enable Railway Exchange Building TIF, Inc., as Developer of the Redevelopment Area, to carry out or cause to be carried out the proposal for completion of the Redevelopment Project.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement by and between the City and the Developer attached hereto as **Exhibit A**, 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, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

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

**Exhibit A
Railway Exchange Building TIF Redevelopment Agreement**

REDEVELOPMENT AGREEMENT

Between the

CITY OF ST. LOUIS, MISSOURI

And

RAILWAY EXCHANGE BUILDING TIF, INC.

Dated as of

_____, 2010

RAILWAY EXCHANGE BUILDING Redevelopment Project

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2010, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “*City*”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and **RAILWAY EXCHANGE BUILDING TIF, INC.** (the “*Developer*”), a limited liability company existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, (2000) (the “TIF Act”), and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. The City published a notice on November 12, 2009 and December 11, 2009 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting proposals for the redevelopment of the Redevelopment Area (as hereinafter defined), and made such requests for proposals available for potential developers of the Redevelopment Area.

C. The Developer submitted its development proposal dated October 2009 (as may be amended from time to time, the “Redevelopment Proposal”) to the TIF Commission for redevelopment of the Redevelopment Area.

D. On December 16, 2009, following a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled “Railway Exchange Building TIF Redevelopment Plan” dated November 6, 2009, (as may be amended from time to time, the “Redevelopment Plan”), the Redevelopment Project described in the Redevelopment Plan (the “Redevelopment Project”) and the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to the Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (c) approving the Redevelopment Project, and (d) creating the Railway Exchange Building Special Allocation Fund (the “Special Allocation Fund”).

E. On March ___, 2010, after due consideration of the TIF Commission’s recommendations, the Mayor signed Ordinance No. _____ [Board Bill No. 338] designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund.

F. On March ___, 2010, the Mayor signed Ordinance No. _____ [Board Bill No. ___] affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of the Redevelopment Area, and authorizing the City to enter into this Agreement with Developer.

G. On March ___, 2010, the Mayor signed Ordinance No. _____ [Board Bill No. ___] authorizing the issuance of TIF Obligations as evidence of the City’s obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Obligations.

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

I. Pursuant to provisions of the TIF Act and Ordinance Nos. _____, _____, and _____ [Board Bill Nos. ___, ___ and ___], the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City’s obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Obligations.

J. The City acknowledges and agrees that Developer is not performing the Work as a direct service to the City. Rather, the City has agreed to issue TIF Notes and Pledge TIF Revenues to the payment of the TIF Obligations because the City will recognize indirect benefits, as set forth in the Approving Ordinance, which improve and benefit the general welfare of the community

as a result of Developer's completion of the Redevelopment Project. Consequently, the City has agreed to pay for certain Redevelopment Project Costs as set forth in this Agreement, and in consideration therefor Developer has agreed to subject itself and the Property to the terms and conditions set forth below.

AGREEMENT

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

ARTICLE I. DEFINITIONS

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

"Acquisition Costs" means the consideration paid to a third party to acquire fee simple interest in the Property.

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

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

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

"Approving Ordinance" means Ordinance No. _____ [Board Bill No. 338] designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

"Authority" means The Industrial Development Authority of The City of St. Louis, Missouri, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri.

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

"Available Revenues" means the Phase 1 Available Revenues and the Phase 2 Available Revenues.

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

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

"Bond Proceeds" means with respect to each Redevelopment Project Phase, the gross cash proceeds from the sale of TIF Bonds before payment of Issuance Costs, together with any interest earned thereon.

"Building" means the Railway Exchange Building located at 600 Locust Street, St. Louis, Missouri.

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

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

evidencing Reimbursable Redevelopment Project Costs.

“*Certificate of Substantial Completion*” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct or cause the construction of each Redevelopment Project Phase in accordance with the Redevelopment Plan and this Agreement.

“*CID*” or “*Community Improvement District*” means any community improvement district and political subdivision of the State of Missouri formed by the City pursuant to Sections 67.1401 to 67.1571 RSMo. (2000) (the “*CID Act*”), which includes a portion of the Redevelopment Area.

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

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

“*CID Revenues*” means the Phase 1 CID Revenues and the Phase 2 CID Revenues.

“*CID Sales Tax*” means a sales and use tax imposed by the CID of up to one percent (1%) upon all taxable retail sales within the CID pursuant to the CID Act.

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

“*City Clerk*” means the Register of the City.

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

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

“*Dedicated Municipal Revenues*” means, subject to annual appropriation (a) for five (5) years from the effective date of the Authorizing Ordinance, fifty percent (50%) of (i) the general municipal sales tax levied pursuant to Ordinance No. 62884 or any successor thereto, (ii) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (iii) the transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (iv) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, and all generated from the Macy’s Department Store located in the Building up to \$123,000 per year, (b) fifty percent (50%) of (i) the general municipal sales tax levied pursuant to Ordinance No. 62884 or any successor thereto, (ii) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (iii) the transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (iv) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, (v) the parks and recreation sales tax levied pursuant to Ordinance No. 67195, or any successor thereto, and all generated from the Macy’s Department Store located in the Building up to \$123,000 per year, (c) for five (5) years from the effective date of the Authorizing Ordinance, fifty percent (50%) of EATs not otherwise captured by the TIF Act and generated from the Macy’s Department store and related office use in the Building, and (d) fifty percent (50%) of those economic activity taxes which would otherwise constitute EATs and which are not otherwise captured as EATs by the TIF Act and generated solely from the parking garage, including first floor retail, the surface parking lot, and Phase 2.

“*Dedicated Municipal Revenues Account*” means the account within the Special Allocation Fund by that name created in Section 6.1 of this Agreement into which the Dedicated Municipal Revenues shall be deposited.

“*Developer*” means Railway Exchange Building TIF, Inc., a limited liability company existing under the laws of the State of Missouri, or its permitted successors or assigns in interest. An affiliate of the Developer submitted the Redevelopment Proposal and the Developer is referenced as the developer in the Authorizing Ordinance and the Note Ordinance.

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

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

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

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

“*Issuance Costs*” means the amount set forth in **Section 2.2(v)** of this Agreement incurred by the City in furtherance of the issuance of TIF Notes plus all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the SLDC), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“*Leasable Area*” means the net leasable square footage of space which is designed to be leased or leasable by any tenant, licensee or other occupant of Phase 2 for such tenant, licensee, or other occupant’s dedicated use.

“*MBE/WBE Compliance Officer*” means the City’s Assistant Airport Director, Department of MBE/WBE Certification and Compliance.

“*MBE/WBE Subcontractor’s List*” means the form of City of St. Louis MBE/WBE Subcontractor’s List published by the Board of Public Service of the City, such form being attached hereto as **Exhibit G** and incorporated herein by this reference.

“*MBE/WBE Utilization Statement*” means the form of City of St. Louis MBE/WBE Utilization Statement prepared by the Board of Public Service of the City published by the Board of Public Service of the City, such form being attached hereto as **Exhibit H** and incorporated herein by this reference.

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

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

“*Original Purchaser*” the Developer, a Related Entity, the Project Lender or a Qualified Institutional Buyer; provided, however, that any such Related Entity or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the developer as the Original Purchaser.

“*Payments in Lieu of Taxes*” or “*PILOTs*” shall have the meaning ascribed to such term in Section 99.805(11) of the TIF Act.

“*Phase 1*” means that portion of the Redevelopment Project consisting of the acquisition of the Property and the redevelopment of the Macy’s Department Store and related office space and the parking garage. Prior to commencement of any work with respect to Phase 1, Developer shall submit or cause to be submitted to the City the exact portions of the Redevelopment Area included within Phase 1.

“*Phase 1 Available Revenues*” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Phase 1 PILOTs Sub-Account, and (b) subject to annual appropriation, the Phase 1 EATs Sub-Account that have been appropriated to the repayment of the TIF Obligations, (c) the Phase 1 CID Revenues Account of the Revenue Fund, (d) the Phase 1 TDD Revenues Account of the Revenue Fund, (e) subject to annual appropriation, the Phase 1 Dedicated Municipal Revenues Sub-Account, and excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii)

any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

“Phase 1 Dedicated Municipal Revenues” means, subject to annual appropriation, (a) for five (5) years from the effective date of the Authorizing Ordinance, fifty percent (50%) of (i) the general municipal sales tax levied pursuant to Ordinance No. 62884 or any successor thereto, (ii) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (iii) the transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (iv) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, and all generated from the Macy’s Department Store located in the Building up to \$123,000 per year, (b) fifty percent (50%) of (i) the general municipal sales tax levied pursuant to Ordinance No. 62884 or any successor thereto, (ii) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (iii) the transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (iv) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, and all generated from the Macy’s Department Store located in the Building up to \$123,000 per year, (c) for five (5) years from the effective date of the Authorizing Ordinance, fifty percent (50%) of EATs not otherwise captured by the TIF Act and generated from the Macy’s Department store and related office use in the Building, and (d) fifty percent (50%) of Phase 1 EATs not otherwise captured by the TIF Act and generated solely from the parking garage, including first floor retail, and the surface parking lot.

“Phase 1 Dedicated Municipal Revenues Sub-Account” means the sub-account within the Dedicated Municipal Revenues Account of the Special Allocation Fund created in Section 6.1 of this Agreement into which the Phase 1 Dedicated Municipal Revenues shall be deposited.

“Phase 1 EATs” shall mean those EATs generated from Phase 1.

“Phase 1 EATs Sub-Account” the sub-account within the EATs Account of the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all Phase 1 EATs, including, but not limited to, the gross receipts tax on electricity set forth in Section 23.30.030 of the St. Louis City Revised Code.

“Phase 1 PILOTs” shall mean those PILOTs generated from Phase 1.

“Phase 1 PILOTs Sub-Account” the sub-account within the PILOTs Account of the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all Phase 1 PILOTs.

“Phase 1 TIF Bonds” means tax increment revenue bonds, if any, authorized and issued by the Authority with respect to Phase 1 in accordance with the TIF Act and this Agreement.

“Phase 1 TIF Notes” means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance, to evidence the City’s limited obligation to pay for Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project in accordance with the TIF Act and this Agreement.

“Phase 1 TIF Obligations” means Phase 1 TIF Bonds, Phase 1 TIF Notes or other obligations, singly or in series, issued by the City or the Authority, as the case may be, with respect to Phase 1 pursuant to the TIF Act and in accordance with this Agreement.

“Phase 2” means that portion of the Redevelopment Project consisting of redevelopment of the remainder of the Building into specialty mixed uses, which may be completed in one or more sub-phases (each a “Sub-Phase” and collectively the “Sub-Phases”). Prior to commencement of any work with respect to Phase 2 or any Sub-Phase, Developer shall submit or cause to

be submitted to the City the exact portions of the Redevelopment Area included within Phase 2.

“*Phase 2 Available Revenues*” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Phase 2 PILOTs Sub-Account, and (b) subject to annual appropriation, the Phase 2 EATs Sub-Account that have been appropriated to the repayment of the TIF Obligations, (c) the Phase 2 CID Revenues Account of the Revenue Fund, (d) the Phase 2 TDD Revenues Account of the Revenue Fund, (e) subject to annual appropriation, the Phase 2 Dedicated Municipal Revenues Sub-Account, and excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“*Phase 2 CID Revenues*” means all revenues actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax on Phase 2. Phase 2 CID Revenues shall not include (a) 2% of the gross revenues generated by the CID Sales Tax on Phase 2, which the State of Missouri Department of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax on Phase 2, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the CID Sales Tax on Phase 2 which is captured through the adoption of tax increment financing within the Redevelopment Area and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

“*Phase 2 Dedicated Municipal Revenues*” means, subject to annual appropriation, fifty percent (50%) of Phase 2 EATs not otherwise captured by the TIF Act.

“*Phase 2 Dedicated Municipal Revenues Sub-Account*” means the sub-account within the Dedicated Municipal Revenues Account of the Special Allocation Fund created in Section 6.1 of this Agreement into which the Phase 2 Dedicated Municipal Revenues shall be deposited.

“*Phase 2 EATs*” shall mean those EATs generated from Phase 2.

“*Phase 2 EATs Sub-Account*” the sub-account within the EATs Account of the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all Phase 2 EATs, including, but not limited to, the gross receipts tax on electricity set forth in Section 23.30.030 of the St. Louis City Revised Code.

“*Phase 2 PILOTs*” shall mean those PILOTs generated from Phase 2.

“*Phase 2 PILOTs Sub-Account*” the sub-account within the PILOTs Account of the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all Phase 2 PILOTs.

“*Phase 2 TIF Bonds*” means tax increment revenue bonds, if any, authorized and issued by the Authority with respect to Phase 2 in accordance with the TIF Act and this Agreement.

“*Phase 2 TIF Notes*” means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance, to evidence the City’s limited obligation to pay for Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project on behalf of the City in accordance with the TIF Act and this Agreement.

“*Phase 2 TIF Obligations*” means Phase 2 TIF Bonds, Phase 2 TIF Notes or other obligations, singly or in series, issued by the City or the Authority, as the case may be, with respect to Phase 2 pursuant to the TIF Act and in accordance with this Agreement.

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

“*Post Completion Funding Source*” means each of the following sources with respect to Phase 2:

- (i) Tax Credits:

(a) the total value of the proceeds from the sale of any transferable tax credits approved for Phase 2, based on the amounts approved by the tax credit issuing authority and the purchase prices for such credits set forth in any tax credit purchase agreement; if, pursuant to such purchase agreement, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate; if no tax credit purchase agreement has been executed, then the total value of such proceeds shall be calculated as 87% of the amount approved by the tax credit issuing authority.

(b) the equity and/or loan proceeds available from investor members or partners in Phase 2 who will be entitled to receive any non-transferable tax credits approved for Phase 2, per the ownership documentation for Phase 2 property; if, pursuant to such ownership documentation, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate ; provided, that, if the Project has been approved for a New Markets Tax Credit investment by a New Markets Tax Credit allocation, but has not yet entered into any agreement pursuant to which such loan or equity proceeds shall be made available, then the value of such proceeds shall be 25% of the face value of the approved New Markets Tax Credit investment.

The Developer shall substantiate the amount of any tax credits approved for Phase 2 and the proceeds or equity related thereto by providing to the City documentation from accountants, tax credit authorities and tax credit purchasers or investors.

(ii) Sales Proceeds:

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

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

(iv) Value of Income-Producing Space:

if Phase 2 includes any leased space or space intended for lease (such space being the "Income-Producing Space"), the value of such Income Producing Space, which value shall be calculated by dividing the Stabilized Net Operating Income (as defined below) of such Income Producing Space by a capitalization rate of nine and one-half percent (9.5%). In addition to the other materials required to be submitted by subparagraph 4.3 hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in Phase 2, together with copies of all leases, letters of intent, and operating expense documentation, if any, related to such Income-Producing Space.

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

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

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

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

“*Redevelopment Area*” means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

“*Redevelopment Plan*” means the plan titled “Railway Exchange Building TIF Redevelopment Plan” dated November 6, 2009, as may be amended from time to time, approved by the City pursuant to the Approving Ordinance; as such plan may from time to time be amended in accordance with the TIF Act.

“*Redevelopment Project*” means the Redevelopment Project identified by the Redevelopment Plan, consisting of the rehabilitation and redevelopment of the building in the Redevelopment Area into specialty mixed uses, as further set forth in the Redevelopment Plan, and including Phase 1 and Phase 2.

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

“*Redevelopment Project Phase*” means a portion of the Redevelopment Project to be developed within the Redevelopment Area, including Phase 1 and Phase 2.

“*Redevelopment Proposal*” means the document on file with the City and incorporated herein by reference, titled “Railway Exchange Building TIF Application,” dated October 2009 and submitted by the Developer to the City.

“*Reimbursable Redevelopment Project Costs*” means those Redevelopment Project Costs as described in **Exhibit B**, attached hereto and incorporated herein by reference, which the City will pay for exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

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

“*Relocation Plan*” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

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

“*Special Allocation Fund*” means the Railway Exchange Building Special Allocation Fund, created by the Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

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

(a) For any portion of the Income Producing Space which has actually been leased, the annualized rental income from such space, less annualized actual and/or reasonable operating expenses as determined by the City (excluding debt service);

PLUS

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

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

LESS

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

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

“TDD” or “Transportation Development District” means a transportation development district under any name formed pursuant to Sections 238.200 to 238.275 RSMo. (2000) (the “TDD Act”), which includes a portion of the Redevelopment Area.

“TDD Project” means any transportation project approved by the TDD for an area benefiting the Redevelopment Area and in accordance with the TDD Act and constituting a portion of the Work.

“TDD Project Costs” means the costs incurred by or on behalf of Developer with respect to that certain “Transportation Project” as defined in that certain Petition to Establish a Transportation Development District filed with the Circuit Court of the City of St. Louis with respect to the TDD.

“TDD Revenues” shall mean the proceeds, after deduction for costs of collection and/or administration, from the imposition of the TDD Sales Tax which are not captured as EATs but are instead pledged by the TDD to the City for deposit in the TDD Revenues Account of the Revenue Fund of the Special Allocation Fund for the repayment of TIF Notes.

“TDD Sales Tax” means the sales and use tax levied by the TDD on the receipts from the sale at retail of all eligible tangible personal property on taxable services at retail within its boundaries pursuant to the TDD Act in the amount not to exceed one percent (1%).

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

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

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

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

“TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(11) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(17) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2009 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act, (3) CID Revenues, (4) TDD Revenues, and (5) Dedicated Municipal Revenues. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes (as such term is defined in 163.011(12), RSMo) imposed by the Transitional School District of the City of St. Louis.

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

“Verified Total Project Costs” means the sum total of all reasonable or necessary costs incurred in connection with Phase 2, and any such costs incidental to Phase 2, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by the provisions of **Section 4.3** hereof.

“Work” means all work necessary to prepare the Redevelopment Area and to construct or cause the construction and completion of the Redevelopment Project described in the Redevelopment Proposal, Redevelopment Plan and this Agreement,

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

ARTICLE II. ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern. Any requirement imposed upon Developer shall be satisfied to the extent Developer takes such action or causes such action to be taken.

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

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

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer paid the sum of Twenty-Five Thousand Two Hundred Dollars and no/100 (\$25,200.00) (which sum represents 0.3% of the maximum amount of Phase 1 TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies have been paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iii) the Developer shall, concurrent with the issuance of Phase 1 TIF Bonds, pay the sum of Twenty-Five Thousand Two Hundred Dollars and no/100 (\$25,200.00) (which sum represents 0.3% of the maximum amount of Phase 1 TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iv) the Developer shall, concurrent with the issuance of any Phase 2 TIF Obligations, pay 0.6% of the Phase 2 TIF Obligations issued (up to a maximum of One Hundred Sixteen Thousand, Four Hundred and no/100 (\$116,400), which sum represents 0.6% of the maximum amount of Phase 2 Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(v) the Developer shall pay to the Comptroller an additional amount to reimburse the Comptroller for its actual legal expenses incurred in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of the Redevelopment Agreement, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid within ten (10) days after the execution of the Redevelopment Agreement, and (ii) all such costs incurred after the date of execution of the Redevelopment Agreement and prior to the date upon which the City receives from Developer a Certificate of Reimbursable Redevelopment Project Costs shall be paid concurrently with the initial issuance of the TIF Notes; and

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

(vii) any amounts advanced to the City shall represent Reimbursable Redevelopment Project Costs to be

paid exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

2.3 Community Improvement District.

(a) The City acknowledges that the Developer, at its sole cost and expense, intends to advance or cause to be advanced all costs necessary to design, develop and construct the CID Project. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the CID Project. To that end, the City and the Developer agree as follows:

(i) The City and Developer shall use their best efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the CID.

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

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

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

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

2.4 Transportation Development District.

(a) The City acknowledges that the Developer, at its sole cost and expense, intends to advance or cause to be advanced all costs necessary to design, develop and construct the TDD Project. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the TDD Project. To that end, the City and the Developer agree as follows:

(i) The City and Developer shall use their best efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the TDD, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the TDD.

(ii) The Developer, as an affiliate of the owner of record of certain real property located within the Property, shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by the Agreement by voting to approve the TDD Sales Tax at an election held in accordance the TDD Act.

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

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

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

ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT

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

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

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

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of the Work within one hundred eighty (180) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause Phase 1 to be substantially complete not later than December 31, 2011 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete Phase 1, but under no circumstance shall such time to complete Phase 1 extend beyond December 31, 2012. The Developer shall substantially complete or cause Phase 2 to be substantially complete not later than December 31, 2015 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete Phase 2, but under no circumstance shall such time to complete Phase 2 extend beyond December 31, 2016.

The Developer shall enter into or cause to be entered into one or more construction contracts to complete the Work, and shall obtain the advance written consent of the SLDC prior to changing such contractors, which consent shall not be unreasonably withheld or delayed. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

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

3.6 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of Section 3.4, including but not limited to, dates of commencement and completion (subject to the time limitations set forth in this Agreement), modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly

development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to any material changes, the Developer shall obtain the advance written consent of the SLDC, which consent shall not be unreasonably withheld or delayed. For purposes of this **Section 3.6**, “material changes” shall mean (i) any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area to an amount less than 90% of the aggregate amount of TIF Revenues as projected in that certain Cost-Benefit Analysis for the Railway Exchange Building TIF Redevelopment Plan dated as of November 6, 2009 (as may be amended), and placed on file with SLDC; or (ii) any change that would reduce the final total square footage of commercial space by more than ten percent (10%) of the estimated commercial square footage set forth in that certain Cost-Benefit Analysis for the Railway Exchange Building TIF Redevelopment Plan dated as of November 6, 2009 (as may be amended), and placed on file with SLDC.

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

3.8. Certificate of Substantial Completion. Promptly after substantial completion of each Redevelopment Project Phase or Sub-Phase, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the SLDC shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, within thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or SLDC furnishes the Developer with specific written objections to the status of the applicable Redevelopment Project Phase or Sub-Phase, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or SLDC, within thirty (30) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the applicable Redevelopment Project Phase or Sub-Phase, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or his designee or the SLDC in accordance with this Section and the thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the SLDC for the applicable Redevelopment Project Phase or Sub-Phase, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City’s Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer’s agreements and covenants to perform the Work associated with the applicable Redevelopment Project Phase or Sub-Phase. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

ARTICLE IV. PAYMENT OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

4.1. City’s Obligation to Pay Reimbursable Redevelopment Project Costs . Subject to the terms of the Note Ordinance and this Agreement, the City agrees to pay for the verified Reimbursable Redevelopment Project Costs in a total amount not to exceed Twenty Seven Million Eight Hundred Thousand Dollars (\$27,800,000) plus Issuance Costs.

Subject to the terms of the Note Ordinance and this Agreement, the City agrees to use reasonable and good faith efforts to issue or cause the Authority to issue Phase 1 Bonds in an amount not to exceed **Eight Million Four Hundred Thousand Dollars (\$8,400,000)** (the “Phase 1 Principal Amount”), plus Issuance Costs and to use reasonable and good faith efforts to cause such Phase 1 Bonds to be privately placed and/or publicly sold, and to use the Bond Proceeds to (i) provide reimbursement for verified Reimbursable Redevelopment Project Costs in accordance with the terms of this Agreement; and (ii) pay all Issuance Costs and any other amounts to be paid from Bond Proceeds as the parties mutually agree. To the extent the City cannot issue Phase 1 Bonds for the entire Phase 1 Principal Amount, the City shall, subject to the terms of the Note Ordinance and this Agreement, issue TIF Notes to an Original Purchaser to evidence the City’s obligation to pay for the verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Phase 1 Principal Amount less the amount deposited into a project fund from the issuance of the Phase 1 Bonds.

Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to an Original Purchaser to evidence the City's obligation to pay for the verified Reimbursable Redevelopment Project Costs in an amount not to exceed **Nineteen Million Four Hundred Thousand Dollars (\$19,400,000)** (the "Phase 2 Principal Amount"), plus Issuance Costs and interest as provided in **Section 5.2** of this Agreement, subject to the limitations of Article IV of this Agreement. For each Sub-Phase, the amount of TIF Notes issued shall equal the greater of (i) the number of square feet of Leasable Area in such Sub-Phase (not to exceed 890,000) multiplied by \$_____.

4.2. Payment Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Obligations or to pay for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(15) of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for payment under the TIF Act. Except with respect to Reimbursable Redevelopment Project Costs paid from Bond Proceeds, within thirty (30) days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs. Reimbursable Redevelopment Project Costs shall be paid from Bond Proceeds as set forth in a disbursing agreement or bond indenture. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for payment by the City in accordance with the TIF Act and this Agreement. The City shall pay for Redevelopment Project Costs from any of the categories set forth in **Exhibit B** up to the maximum aggregate amount established in **Section 4.1** of this Agreement; provided, that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2, clauses (i)-(v)**, of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act, the City shall so notify the Developer in writing within the thirty (30) day period referenced in this **Section 4.2**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment and the thirty (30) day period shall begin anew. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. In no event shall CID Revenues be paid in an amount which exceeds the amount of principal and interest payable on that portion of the principal amount of TIF Notes equal to the amount of the CID Project Costs. In no event shall TDD Revenues be paid in an amount which exceeds the amount of principal and interest payable on that portion of the principal amount of TIF Notes equal to the amount of the TDD Project Costs.

4.3 Cost Savings and Excess Profits. Within one hundred eighty (180) days after the submission of the Certificate of Substantial Completion by Developer in accordance with **Section 3.8** of this Agreement, and only with respect to Phase 2, Developer also shall furnish to the City for the City's review and approval, (a) a statement of Verified Total Project Costs, with evidence of billings and payments for each expenditure, including itemized invoices, receipts, and pay applications or other evidence of payment as appropriate for the type of cost; and (b) a statement of each and every Post Completion Funding Source.

Developer shall not include developer fees, project management, construction management or consultant fees for any service typically performed by the Developer in the Verified Total Project Costs. With respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed the amount set forth in the Redevelopment Plan for such services, or, if the cost for such service is not explicitly set forth in the Redevelopment Plan as an individual line item, an amount determined by the City as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for Phase 2 are the same as any owner, officer, principal or member of Developer or general partner in the owner of the development, amounts allowed for aggregate contractor fees shall not exceed eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 Qualified Allocation Plan for the Low Income Housing Tax Credit Program, and Developer shall include documentation, including detailed invoices and receipts for payment, for each and every item of costs traceable to third parties with no relationship to Developer, in addition to summary pay applications submitted to Developer by the construction contractor. The City shall determine whether particular costs are general requirements and includable in the contractor's fee allowance or are construction costs to which the aggregate contractor's fee allowance shall be applied, using the Cost Certification Guide promulgated by the Missouri Housing Development Commission as a guide for such determinations. The City shall complete its review of the statements and other documentation provided by the Developer pursuant to this Section and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Should the City notify Developer that the documentation submitted by the Developer is not acceptable or is not complete, the City shall specify which items of documentation are missing or unacceptable and the manner in which Developer may remedy such deficiencies, and Developer may make supplemental submissions to address such deficiencies,

provided, however, that such supplemental submissions shall not include any materials with respect to costs incurred or other events that have taken place subsequent to the date the original submission was made. If requested by the City, Developer shall also submit an affidavit as to the accuracy of the statements as to the costs, the relationship of any payee to the Developer, the accuracy of the statements as to the amounts and types of tax credits received or other funding sources received, and the veracity of any other aspect of the statements of Verified Total Project Costs or Post-Completion Funding Sources. The City shall review any supplemental materials provided by the Developer within forty-five (45) days of receipt and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Developer shall respond to any notification by the City pursuant to this section within sixty (60) days of receipt of such notification. Once the City has issued any such notification, the City shall not be required to make the calculations specified in the following paragraph until the City has received all documentation deemed necessary by the City in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such sixty (60) day period, the City shall have the right to finalize the calculations specified in the following paragraph based on the information and documentation then available to the City and the Developer shall accept the results of such finalized calculations for purposes of the discharge of Phase 2 TIF Obligations as specified in the following paragraph. Either the City or the Developer may waive or extend the time periods for notification and response set forth herein.

To the extent that, in the City's determination, the sum of Post Completion Funding Sources as identified by the City exceeds the sum of: (x) Verified Total Project Costs, plus (y) four percent (4%) of the Acquisition Costs, plus (z) fifteen percent (15%) of all Verified Total Project Costs other than Acquisition Costs, then Developer hereby agrees that the maximum amount of Reimbursable Redevelopment Project Costs for which the City will pay with respect to Phase 2 as provided for in **Section 4.1** of this Agreement and the maximum amount of any Phase 2 TIF Obligations which shall be issued by the City in accordance with **Section 5.2** of this Agreement shall be reduced by an amount in the aggregate equal to seventy-five percent (75%) of the total amount of such excess, as calculated by the City in accordance herewith. Developer agrees that the City may discharge any Phase 2 TIF Obligations already issued at the time of such calculation in an amount in the aggregate equal to seventy-five percent (75%) of the total excess.

4.4. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, TIF Obligations issued by the City to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City's obligation to issue the TIF Obligations or to pay any Reimbursable Redevelopment Project Costs. The TIF Obligations shall be special, limited obligations of the City, and shall not constitute debt to the City within any constitutional or statutory meaning of the word "debt."

ARTICLE V. TIF OBLIGATIONS

5.1. Conditions Precedent to the Issuance of TIF Notes. No Phase 1 TIF Notes shall be issued until such time as the City has (i) approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, in accordance with the procedures set forth in **Section 4.2** of this Agreement; (ii) obtained an opinion of Bond Counsel regarding the taxable nature of the Phase 1 TIF Notes; (iii) received the full payment of all advances required to be paid under **Section 2.2** of this Agreement; and (v) received such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1**. No Phase 2 TIF Notes shall be issued until such time as the City has (i) accepted a Certificate of Substantial Completion in accordance with the procedures set forth in **Section 3.8** of this Agreement; (ii) approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, in accordance with the procedures set forth in **Section 4.2** of this Agreement; (iii) obtained an opinion of Bond Counsel regarding the taxable nature of the Phase 2 TIF Notes; (iv) received the full payment of all advances required to be paid under **Section 2.2** of this Agreement; and (v) received such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1**.

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

5.2.1. Terms. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF

Notes (the "Pricing Date") based on the municipal yield curve for general obligation bonds (the "MMD") compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Issuance Date for general obligation bonds rated "AAA" that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the "Taxable Rate"), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the "Tax Exempt Rate"); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

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

5.2.3. Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each March 1 and September 1 (each, a "Payment Date") occurring after the acceptance by the City of the Certificate of Substantial Completion at a redemption price equal to 100% of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

5.3 Issuance of Phase 2 TIF Bonds.

5.3.1. The City may, in its sole and absolute discretion, issue, cause to be issued, Phase 2 TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding Phase 2 TIF Notes.

5.3.2. Upon receipt of a written request by Developer and upon the City's underwriter's recommendation in favor of issuing Phase 2 TIF Bonds and recommendation of the principal amount thereof based on the criteria set forth below, the City shall use its best efforts to cause the Authority to issue Phase 2 TIF Bonds as described in this Section. The aggregate gross cash proceeds from the sale of the Phase 2 TIF Bonds before payment of Issuance Costs, together with any interest accrued thereon ("Phase 2 Bond Proceeds") of such Phase 2 TIF Bonds will be finally determined by the City after receiving the underwriter's recommendation based on the criteria set forth below. The City shall not be obligated to cause the Authority to issue such Phase 2 TIF Bonds unless the underwriter determines that all of the following criteria are satisfied as of the date of issuance of such bonds, unless such criteria are waived by the City's underwriter. Developer shall not have any liability for any costs associated with the issuance of Phase 2 TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, Developer shall be liable for all costs incurred by the City or the Authority in the event the Developer has requested the issuance of bonds and the City's underwriter has determined that such bonds cannot be issued at such time.

5.3.2.1 Criteria for Issuance. The underwriter's recommendation for issuance of Phase 2 TIF Bonds and the principal amount thereof shall be based on the following criteria:

- (i) Acceptance by the City of the Certificate of Substantial Completion;
- (ii) Review of projections of Phase 2 Available Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all Phase 2 Available Revenues were to be applied to the immediate repayment of the Phase 2 TIF Bonds, the Phase 2 TIF Bonds would reasonably be anticipated to be retired within twenty-three (23) years from the effective date of the Approving Ordinance, and (B) based on a maturity date twenty-three (23) years from the effective date of the Approving

Ordinance, the Phase 2 TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the City's underwriter;

- (iii) Developer's documentation of stabilization of Phase 2 for a minimum period of two (2) years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for Phase 2 in connection with the issuance of the Phase 2 TIF Bonds;
- (iv) The aggregate net projected debt service on the Phase 2 TIF Bonds (taking into account the principal portion of the Phase 2 TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the net average annual debt service on the outstanding Phase 2 TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the Phase 2 TIF Notes in an amount necessary to make the aggregate net projected debt service on the Phase 2 TIF Bonds lower than the net average annual debt service on the outstanding Phase 2 TIF Notes; and
- (v) The Phase 2 TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Phase 2 TIF Notes to be redeemed.

5.4 Application of Phase 2 Bond Proceeds. Proceeds of any Phase 2 TIF Bonds shall be applied:

5.4.1. To the payment of costs relating to the issuance of the Phase 2 TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on the Phase 2 TIF Notes to be refunded;

5.4.3. To the payment of capitalized interest on the Phase 2 TIF Bonds; and

5.4.4. To the establishment of a debt service reserve fund for the Phase 2 TIF Bonds in a reasonable amount of the principal amount of Phase 2 TIF Bonds to be issued, as to be determined by the City's underwriter.

5.5 Issuance of Phase 1 TIF Bonds. Simultaneous with Developer or an affiliate's acquisition (leasehold or fee) of the Property, the City agrees to use reasonable and good faith efforts to issue or cause the Issuer to issue the Phase 1 Bonds, which shall include the terms set forth in Section 5.5.1 hereof, in a principal amount not to exceed to the Phase 1 Principal Amount, and to use reasonable and good faith efforts to cause all the Phase 1 Bonds to be privately placed and/or publicly sold, and to use reasonable and good faith efforts to cause the terms and provisions of the bond indenture and all other bond documents to be substantially in accordance with the terms and provisions of this Agreement and the Note Ordinance and otherwise satisfactory to Developer, City and Issuer in their respective sole and subjective discretion. The City shall neither consent to nor permit any modification to any of the bond documents, which modification would have an adverse effect on Developer, without the prior written consent of Developer, such consent not to be unreasonably withheld. The City shall support the inclusion of provision(s) in the bond documents that no amendment thereto shall be effective until five (5) business days after the bond trustee provides written notice to Developer of the proposed amendment.

5.5.1 Terms of Phase 1 Bonds.

(a) The Phase 1 Bonds shall, subject to the restrictions of all applicable laws, be issued with such reasonable and current market interest rates, in such denominations, with such maturities, and with such other terms as may be mutually agreed to by the parties, as recommended by City's financial advisor or underwriter. The Phase 1 Bonds shall have a final stated maturity of no more than twenty-three (23) years after issuance.

(b) The principal amount of the Phase 1 Bonds shall not exceed the amount for which, based upon projections reasonably acceptable to the City's financial advisor, the projected Phase 1 Available Revenues would provide a 1.25 to 1.00 debt service coverage ratio for the Phase 1 Bonds based on the payment schedule for the Phase 1 Bonds; subject, however, to the provisions of Section 5.5.1(c) below.

(c) In the event that the Financing Team determines that, if the Phase 1 Bonds are sold in the

Phase 1 Principal Amount, the projected debt service coverage ratio for the Phase 1 Bonds would be less than 1.25 to 1.00, then the financial advisor and underwriter shall restructure the Phase 1 Bonds to reduce the required debt service coverage ratio, but in no event shall the projected debt service coverage ratio of the Phase 1 Bonds be less than 1.20 to 1.00.

(d) Notwithstanding anything in this Agreement to the contrary, in the event that the financial advisor or underwriter determines that the Phase 1 Bonds cannot be sold in the Phase 1 Principal Amount, after any modifications made in accordance with Section 5.5.1(c), the Developer shall have issued to it Subordinate Notes in accordance with Section 5.7.

(e) It is intended that Substantial Completion of Phase 1 will occur no later than 24 months following the closing date of the Phase 1 Bonds. Phase 1 Bonds shall have a capitalized interest account (the "Capitalized Interest Account") which shall provide for the payment of interest on the outstanding Phase 1 Bonds for a minimum of twenty-four (24) months.

5.5.2 Establishment of Funds. The funds and accounts shall be as set forth in the bond indenture.

5.5.3 Use of Bond Proceeds. Upon receipt of any Bond Proceeds from the issuance of Phase 1 Bonds, the bond trustee shall deposit (i) into the Debt Service Reserve Account a reasonable portion of the principal amount of such Phase 1 Bonds, if any, as determined by the financial advisor and underwriter and reasonably acceptable to the Developer and the Issuer; (ii) into the Costs of Issuance Account a reasonable amount as determined by the financial advisor and underwriter and reasonably acceptable to the Developer, the Issuer and the City to provide for payment of all Issuance Costs for such Phase 1 Bonds; and (iii) the remainder, which amount shall be no greater than the Phase 1 Principal Amount, into the Project Fund. Funds in the Debt Service Reserve Account shall be applied in accordance with the provisions of the bond indenture to pay the principal of and redemption premium, if any, and interest on the Phase 1 Bonds as the same become due and payable on any payment date or at maturity, upon redemption, by acceleration or otherwise, to the extent that Phase 1 Available Revenues are not sufficient to make such payments. Funds in the Costs of Issuance Account shall be applied in accordance with the provisions of each applicable Bond Indenture to pay Issuance Costs, upon written disbursement requests of the City, the Comptroller, the SLDC, the Authority or the Issuer. Any funds remaining in the Costs of Issuance Account six (6) months after issuance of the Phase Bonds shall be transferred to pay interest on the Phase 1 Bonds.

5.5.4 Disbursement of Amounts from the Project Fund.

(a) Amounts in the Project Fund shall be allocated to pay Reimbursable Redevelopment Project Costs and advanced periodically in accordance with the provisions of this Agreement, the applicable bond indenture, on a cumulative basis, to Developer, the TDD or the CID, as applicable, to pay for Reimbursable Redevelopment Project Costs incurred by Developer up to the Phase 1 Principal Amount. The bond indenture shall provide that the bond trustee shall, subject to the terms of Section 5.5.4(b), disburse funds from the Project Fund established pursuant to such bond indenture upon receipt of a Certificate of Reimbursable Redevelopment Project Costs in the form attached hereto as **Exhibit D** executed by Developer, the TDD or the CID, as applicable, with supporting documentation reasonably and customarily acceptable to the City, evidencing that the Developer shall have incurred Redevelopment Project Costs as set forth therein, which are eligible for reimbursement pursuant to the Act, the TDD Act and/or the CID Act, as applicable.

(b) In connection with any such request to the Bond Trustee for disbursement from the Project Fund, Developer shall provide to the City and its designee and the Bond Trustee: (i) itemized invoices, receipts or other information evidencing such costs, provided that the Developer may satisfy this requirement by providing to the City copies of all documentation otherwise required by Developer's lender(s) in connection with the Work for which such disbursement is requested; (ii) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the Act, the CID Act, or the TDD Act, as the case may be; and (iii) evidence that the Developer shall advance or shall have previously advanced to the City the full amounts identified in Section 2.2 of this Agreement (unless Developer is protesting such amounts in good faith). Such information shall be provided to the City in a manner which enables the City, the CID, or the TDD to determine whether a Reimbursable Redevelopment Project Cost is eligible for reimbursement under the Act, the CID Act, or the TDD Act, as the case may be. Within ten (10) business days of the City's and/or its designee's receipt from the Developer of a Certificate of Reimbursable

Redevelopment Project Costs, the City and/or its designee shall review such Certificate of Reimbursable Redevelopment Project Costs. If the City and/or its designee determines that any cost identified as a Reimbursable Redevelopment Project Cost on any Certificate of Reimbursable Redevelopment Project Costs is not eligible for reimbursement under the Act, the CID Act or the TDD Act (as applicable), the City and/or its designee shall so notify the Developer in writing (with a copy to the Bond Trustee) within the ten (10) Business Day period referenced in this Section 5.5.4(b), identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon: (A) the Developer shall have the right to identify and substitute other costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment and the ten (10) Business Day review and notification period shall begin anew, and (B) the City and/or its designee may instruct the Bond Trustee to withhold the portion of the funds requested by Developer that are in dispute and disburse the remaining funds requested by Developer. In the event any funds are withheld pursuant to the preceding sentence, Developer and the City shall cooperate to expeditiously resolve any such dispute and funds previously withheld shall be disbursed promptly upon resolution of such dispute. If the parties are unable to resolve such dispute within thirty (30) days, the dispute shall be settled in accordance with the arbitration procedures set forth in Section 11.21 hereof, and if Developer prevails in any such arbitration, Developer shall be entitled to interest on the disputed amount from the date of the applicable draw request at the average interest rate of the Bonds. If the City and/or its designee fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within ten (10) Business Days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved and the Bond Trustee shall disburse the amount requested in the Certificate.

(c) The Bond Trustee shall be entitled to rely solely on the information contained in any Certificate of Reimbursable Redevelopment Project Costs submitted by the Developer and approved by the City and/or its designee, and any accompanying certificates, invoices and statements, and shall not be required to make any independent inspection or investigation in connection therewith.

(d) Subject to the other terms and conditions of this Agreement, any funds remaining in the Project Fund after the City's acceptance (or deemed acceptance) of the Certificate of Substantial Completion for Phase 1 shall be used for the redemption of the Bonds issued with respect to Phase 1 in accordance with the Bond Indenture.

5.5.5 Application of Available Revenues. The City hereby agrees, during the term of this Agreement, to apply all Available Revenues as provided in the Note Ordinance, this Agreement, and any bond indenture entered into with respect to the Phase 1 Bonds.

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

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

If the amount of TIF Bonds issued pursuant to this Agreement for any Redevelopment Project Phase is insufficient to refund all of the outstanding TIF Notes for such Redevelopment Project Phase or to reimburse Developer for all Reimbursable Redevelopment Project Costs for such Redevelopment Project Phase, the TIF Notes remaining outstanding shall be redeemed by the issuance of Subordinate Notes. Each Subordinate Note shall have the same maturity and have the same outstanding principal amount

and the same interest rate as the TIF Note it redeems or, if such Subordinate is issued to reimburse Developer for Reimbursable Redevelopment Project Costs, it shall have the same terms as those set forth in Section 5.2.1. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.5 and 6.3** of this Agreement.

5.8. City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the Phase 2 TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act. The Phase 2 TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

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

6.1. Creation of Special Allocation Fund The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," a "Dedicated Municipal Revenues Account," and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes and Dedicated Municipal Revenues, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes generated within each Redevelopment Project Phase into the applicable sub-account for such Redevelopment Project Phase within the PILOTs Account and all Economic Activity Taxes generated within each Redevelopment Project Phase into the applicable sub-account for such Redevelopment Project Phase within the EATs Account, all CID Revenues generated within each Redevelopment Project Phase into the applicable sub-account for such Redevelopment Project Phase within the CID Revenues Account of the Revenue Fund, all TDD Revenues generated within each Redevelopment Project Phase into the applicable sub-account for such Redevelopment Project Phase within the TDD Revenues Account of the Revenue Fund, and all Dedicated Municipal Revenues generated within each Redevelopment Project Phase into the applicable sub-account for such Redevelopment Project Phase within the Dedicated Municipal Revenues Account.

6.2. Certification of Base for PILOTs and EATs.

6.2.1. Upon the reasonable written request of the City, Developer shall use its best efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within the Redevelopment Area; and (ii) information related to payment of utility taxes by any businesses, owners or other occupants of the Redevelopment Area in the calendar year ending December 31, 2009.

6.2.2. Within ninety (90) days after execution of the Redevelopment Agreement, the City shall provide to the Developer (i) a certificate of the City Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2009, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

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

Phase 1 Obligations shall be secured by Phase 1 Available Revenues, and, upon payment in full and cancellation of any Phase 2 Obligations, by Phase 2 Available Revenues. Phase 2 Obligations shall be secured by Phase 2 Available Revenues, and, upon payment in full and cancellation of any Phase 2 Obligations, by Phase 1 Available Revenues.

Upon the payment in full of the principal of and interest on all TIF Obligations (or provision has been made for the payment

thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the SLDC, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

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

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

6.4. Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

6.5. Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement, including completing and submitting to the City the forms attached hereto as **Exhibit I**. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property or any interest therein as permitted by **Section 7.3.2** of this Agreement at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, Developer shall not be required to notify the City of the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business except as may be required by **Section 4.3**.

ARTICLE VII. GENERAL PROVISIONS

7.1. Developer's Right of Termination. At any time prior to the issuance of any Phase 1 TIF Bonds, the Developer may, by giving written notice to the City, abandon Phase 1 and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that Phase 1 is no longer economically feasible. Upon such termination, the City shall have no obligation to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with Phase 1. At any time prior to the delivery of a Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon Phase 2 and terminate this Agreement and the Developer's obligations with respect to Phase 2 hereunder if the Developer determines, in its sole discretion, that Phase 2 is no longer economically feasible. Upon such termination, the City shall have no obligation to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with Phase 2. Such abandonment of Phase 2 shall not affect any Phase 1 TIF Obligations previously issued.

7.2. City's Right of Termination. Prior to the issuance of Phase 1 TIF Bonds, the City may terminate this Agreement if the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement with respect to Phase 1 within three hundred sixty (360) days of the date of this Agreement; provided, however, that termination under this **Section 7.2(i)** may be waived in the sole discretion of the MBE/WBE Compliance Officer. Upon such termination, the City shall have no obligation to issue a TIF Note or to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with the Redevelopment Project. After issuance of Phase 1 TIF Bonds, the City may terminate this Agreement with respect to Phase 2 if (i) the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement with respect to Phase 2 by December 31, 2015; provided, however, that termination under this **Section 7.2(i)** may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion with respect to Phase 2, acceptable to the City, in accordance with **Section 3.8** of this Agreement and the schedule set forth in **Section 3.4** of this Agreement. Such termination by the City with respect to Phase 2 shall not affect any Phase 1 TIF Obligations previously issued.

7.3. Successors and Assigns.

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

7.3.2. Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of a Redevelopment Project Phase, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of a Redevelopment Project Phase or Sub-Phase, the fee title to the Property shall not be sold, transferred or otherwise disposed of (to anyone other than RNY, LLC or a Related Entity) and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (b) the right of Developer to transfer the Property or to assign the Developer's rights, duties and obligations under this Agreement to RNY, LLC, or any Related Entity; (c) the right of the Developer to sell, lease or transfer a residential unit, commercial unit or parking space in the ordinary course of business; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of the Redevelopment Project Phase or Sub-Phase, subject, however, to Developer's right of termination pursuant to **Section 7.1** of this Agreement, and shall be released from such liability hereunder only upon substantial completion of the Redevelopment Project Phase or Sub-Phase and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer other than of the sale or lease of a residential unit, commercial unit or parking space in the ordinary course of business which shall require no notice except as may be required by **Section 4.3**.

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

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

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

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

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

Railway Exchange Building TIF, Inc.
706 Demun
St. Louis, Missouri 63105
Attention: Richard Yackey
Facsimile: (314) 862-1981

With a copy to:

Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson
Facsimile: (314) 480-1505

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

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Executive Director for Development
Facsimile: (314) 622-3440

And

City of St. Louis
Office of the Comptroller
City Hall
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller
Facsimile: (314) 588-0550

With a copy to:

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

And

Armstrong Teasdale LLP
 One Metropolitan Square, Suite 2600
 St. Louis, Missouri 63102
 Attention: Thomas J. Ray
 Facsimile: (314) 621-5065

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

SLDC
 1015 Locust Street, Suite 1200
 St. Louis, Missouri 63101
 Attention: Dale Ruthsatz
 Facsimile: (314) 231-2341

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

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

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

7.10. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in,

and governed by the laws of State of Missouri for all purposes and intents.

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

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

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

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

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

7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

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

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

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

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

arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

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

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

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

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

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

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

7.21. Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal

Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

7.22. MBE/WBE Compliance. The Developer shall comply with the Mayor’s Executive Order #28, as amended as of the date of this Agreement, during the design and construction of the Redevelopment Project and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Project.

**ARTICLE VIII.
REPRESENTATIONS OF THE PARTIES**

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

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

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

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

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

_____, City Counselor

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

“DEVELOPER”

RAILWAY EXCHANGE BUILDING TIF, INC., a Missouri limited liability company

By: _____
Name: _____

Title: _____

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

On this _____ day of _____, 2010, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

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

On this _____ day of _____, 2010, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

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

On this _____ day of _____, 2010, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Railway Exchange Building TIF, Inc., a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability company by authority of its board of directors, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

My Commission Expires:

EXHIBIT A
Legal Description of the Redevelopment Area

SURVEY PARCEL 1:

A tract of land situated in the City of St. Louis, and the State of Missouri, being all of City Block 128 and part of Locust Street, 60 feet wide, as Vacated by City Ordinance No. 59092, and being more particularly described as follows:

BEGINNING at the intersection of the Southern right-of-way line of said Locust Street and the Eastern right-of-way line of 7th Street, 60 feet wide, said intersection being the Northwest corner of said City Block 128, from said Northwest corner a cut "X" in concrete bears North 17 degrees 26 minutes 19 seconds East a distance of 5.00 feet and a cut "X" in concrete bears North 72 degrees 30 minutes 00 seconds West a distance of 5.00 feet; thence along said Southern right-of-way line of Locust Street, South 72 degrees 30 minutes 00 seconds East a distance of 81.91 feet to the Southwest corner of said Vacated portion of Locust Street, from said Southwest corner a cut "X" in concrete bears North 17 degrees 29 minutes 44 seconds East a distance of 5.00 feet; thence along the Western line of said Vacated portion of Locust Street, North 17 degrees 29 minutes 44 seconds East a distance of 16.00 feet to a cut "X" in concrete marking the Northwest corner of said Vacated portion of Locust Street; thence along the Northern line of said Vacated portion of Locust Street South 72 degrees 30 minutes 00 seconds East a distance of 133.85 feet to a cut "X" in concrete marking the Northeast corner of said Vacated portion of Locust Street; thence along the Eastern line of said Vacated portion of Locust Street, South 17 degrees 29 minutes 44 seconds West a distance of 16.00 feet to the Southeast corner of said Vacated portion of Locust Street, from said Southeast corner a cut "X" in concrete bears North 17 degrees 29 minutes 44 seconds East a distance of 5.00 feet, said Southeast corner being on said Southern right-of-way line of Locust Street; thence along said Southern right-of-way line of Locust Street, South 72 degrees 30 minutes 00 seconds East a distance of 55.39 feet to the Intersection of said Southern right-of-way line of Locust Street and the Western right-of-way line of 6th Street, 60 feet wide, said intersection being the Northeast corner of said City Block 128, from said Northeast corner a cut "X" in concrete bears North 17 degrees 29 minutes 58 seconds East a distance of 5.00 feet and a cut "X" in concrete bears South 72 degrees 30 minutes 00 seconds East a distance of 5.00 feet; thence along said Western right-of-way line of 6th Street, South 17 degrees 29 minutes 58 seconds West a distance of 228.56 feet to the intersection of said Western right-of-way line of 6th Street and the Northern right-of-way line of Olive Street, 60 feet wide, said intersection being the Southeast corner of said City Block 128, from said Southeast corner a cut "X" in concrete bears South 17 degrees 29 minutes 58 seconds West a distance of 5.00 feet and a cut "X" in concrete bears South 72 degrees 26 minutes 51 seconds East a distance of 5.00 feet; thence along said Northern right-of-way line of Olive Street, North 72 degrees 26 minutes 51 seconds West a distance of 270.90 feet to the Intersection of said Northern right-of-way line of Olive Street and said Western right-of-way line of 7th Street said intersection being the Southwest corner of said City Block 128, from said Southwest corner a cut "X" in concrete bears South 17 degrees 26 minutes 19 seconds West a distance of 5.00 feet and a cut "X" in concrete bears North 72 degrees 26 minutes 51 seconds West a distance of 5.00 feet; thence along said Western right-of-way line of 7th Street, North 17 degrees 26 minutes 19 seconds East a distance of 228.31 feet to the point of beginning.

Containing 1.470 Acres (64,050 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 2

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to May Department Stores Company as described in Deed Book M748 page 980 of the land records of said City of St. Louis, Missouri, and the Eastern part of that portion of the Alley in said City Block 129 Vacated by City Ordinance No. 64978, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 136.28 to the intersection of said Southern right-of-way line of Olive Street and the centerline of the North-South Alley in said City Block 129, originally being 15 feet wide, from said intersection a cut "X" in concrete bears North 17 degrees 46 minutes 39 seconds East a distance of 5.00 feet, said intersection also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 134.56 feet to a cut "X" in concrete marking the intersection of said Southern right-of-way line of Olive Street and the Western right-of-way

line of 6th Street, 60 feet wide, said intersection also being the Northeast corner of said City Block 129; thence along said Western right-of-way line of 6th Street, South 17 degrees 29 minutes 58 seconds West a distance of 154.43 feet to the Northeast corner of a tract of land conveyed to C.A.G. Properties, LLC as described in Deed Book 06062008 page 0240 of said land records of the City of St. Louis, Missouri, from said Northeast corner a cut "X" in concrete bears South 72 degrees 31 minutes 49 seconds East a distance of 5.00 feet; thence leaving said Western right-of-way line of 6th Street along the Northern line of said C.A.G. Properties, LLC tract, North 72 degrees 31 minutes 49 seconds West a distance of 127.81 feet to the Northwest corner of said C.A.G. Properties, LLC tract, from said Northwest corner a set Cotton Picker Spindle bears North 72 degrees 31 minutes 49 seconds West a distance of 5.00 feet, said Northwest corner being on the Eastern right-of-way line of a 15 foot wide North-South Alley in said City Block 129; thence along said Eastern right-of-way line of the Alley, North 17 degrees 46 minutes 39 seconds East a distance of 15.56 feet to a cut "X" in concrete marking the Southeast corner of said portion of the Alley in said City Block Vacated by City Ordinance No. 64978; thence along the Southern line of said Vacated portion of the Alley, North 72 degrees 31 minutes 49 seconds West a distance of 7.50 feet to a set 1/2 inch iron rod marking the intersection of said Southern line of the Vacated portion of the Alley and said centerline of the Alley; thence along said centerline of the Alley, North 17 degrees 46 minutes 39 seconds East a distance of 139.07 feet to the point of beginning.

Containing 0.476 Acres (20,735 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 3

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to May Department Stores Company as described as Parcel 4 of Deed Book M958 page 981 of the land records of said City of St. Louis, Missouri, and the Eastern part of that portion of the Alley in said City Block 129 Vacated by City Ordinance No. 64978, and part of the portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said South right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 22.20 feet to the Northeast corner of a tract of land conveyed to S & P Holdings, LLC as described in Deed Book 04142008 page 0208 of the land records of said City of St. Louis, Missouri, from said Northeast corner a cut "X" in concrete bears North 17 degrees 24 minutes 56 seconds East a distance of 5.00 feet, said Northeast corner also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 39.49 feet to the Northwest corner of a tract of land conveyed to the Neil S. Tober Revocable Trust as described Deed Book 1796 page 497 of said land records of the City of St. Louis; from said Northwest corner a cut "X" in concrete bears North 17 degrees 26 minutes 19 seconds East a distance of 5.00 feet; thence leaving said Southern right-of-way line along the Western line of said Tober Trust tract, South 17 degrees 26 minutes 19 seconds West a distance of 58.40 feet to the Southwest corner of said Tober Trust tract; thence along the Southern line of said Tober Trust tract, South 72 degrees 27 minutes 55 seconds East a distance of 40.00 feet to the Southeast corner of said Tober Trust tract; thence along the Eastern line of said Tober Trust tract, North 17 degrees 26 minutes 19 seconds East a distance of 58.38 feet to the Northeast corner of said Tober trust tract, from said Northeast corner a cut "X" in concrete bears North 17 degrees 26 minutes 19 seconds East a distance of 5.00 feet, said Northeast corner also being on said Southern right-of-way of Olive Street; thence along said South right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 34.58 feet to the intersection of said Southern right-of-way line of Olive Street and the centerline of the North-South Alley in said City Block 129, originally being 15 feet wide, from said intersection a cut "X" in concrete bears North 17 degrees 46 minutes 39 seconds East a distance of 5.00 feet; thence leaving said Southern right-of-way line of Olive Street along said centerline of the North-South Alley, South 17 degrees 46 minutes 39 seconds West a distance of 87.47 feet to a cut "X" in concrete marking the intersection of said centerline of the North-South Alley and the Easterly prolongation of the Northern line of a tract of land conveyed to Catherine Ann Berkley and Louis Berkley as described in Deed Book M1117 page 1748 of said land records of the City of St. Louis; thence leaving said centerline of North-South Alley along said easterly prolongation, along said Northern line and along the Westerly prolongation of said Northern line, North 72 degrees 29 minutes 11 seconds West a distance of 147.76 feet to a set Cotton Picker Spindle marking the intersection of said Westerly prolongation of the Northern line of the Berkley tract and the Western line of that portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495; thence along the Western line of said Vacated portion of 7th Street, North 17 degrees 26 minutes 19 seconds East a distance of 29.13 feet to a set Cotton Picker Spindle marking the Northwest corner of said Vacated portion of 7th Street; thence along the North line of said Vacated portion of 7th Street, South 72 degrees 33 minutes 41 seconds East a distance of 12.00 feet to the Northeast corner of said Vacated portion of 7th Street, said Northeast corner also being the Southwest corner of said S & P Holdings, LLC tract, from said Southwest corner a found anchor on curb bears North 72 degrees 27 minutes 55 seconds West a distance of 11.48 feet; thence along the Southern line of said S & P Holdings, LLC tract, South 72 degrees 27 minutes 55 seconds East a distance of 22.23 feet to the

Southeast corner of said S & P Holdings, LLC tract; thence along the Eastern line of said S & P Holdings, LLC tract, North 17 degrees 24 minutes 56 seconds East a distance of 58.41 feet to the point of beginning.

Containing 0.198 Acres (8,620 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 4

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to May Department Stores Company as described as Parcels 6, 7, 8, and 10 of Deed Book M958 page 981 of the land records of said City of St. Louis, Missouri, and the Eastern part of that portion of the Alley in said City Block 129 Vacated by City Ordinance No. 64978, and part of the portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Eastern right-of-way line of said 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 58.41 feet to the Northeast corner of said portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, from said Northeast corner a found anchor on curb bears North 72 degrees 27 minutes 55 seconds West a distance of 11.48 feet; thence leaving said Eastern right-of-way line of said 7th Street along the Northern line of said Vacated portion of 7th Street, North 72 degrees 33 minutes 41 seconds West a distance of 12.00 feet to a set Cotton Picker Spindle marking the Northwest corner of said Vacated portion of 7th Street; thence along the Western line of said Vacated portion of 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 58.28 feet to a set Cotton Picker Spindle marking the intersection of said Western line of said Vacated portion of 7th Street and the Westerly prolongation of the Southern line of a tract of land conveyed to Catherine Ann Berkley and Louis Berkley as described in Deed Book M1117 page 1748 of said land records of the City of St. Louis; thence along said Westerly prolongation, the South line of said Berkley tract, and the Easterly prolongation of said South line, South 72 degrees 30 minutes 27 seconds East a distance of 147.59 feet to a cut "X" in concrete marking the intersection of said Easterly prolongation of the Southern line of the Berkley tract and the centerline of said portion of the Alley in City Block 129 Vacated by City Ordinance No. 64978; thence along said centerline of the Vacated Alley, South 17 degrees 46 minutes 39 seconds West a distance of 22.50 feet to a set 1/2 inch iron rod marking the intersection of said centerline of the Vacated Alley and the Southern line of said Vacated portion of the Alley; thence leaving said centerline along said Southern line of the Vacated portion of the Alley, North 72 degrees 31 minutes 49 seconds West a distance of 7.50 feet to a cut "X" in concrete marking the Southeast corner of said Vacated portion of the Alley, said Southeast corner being on the Western line of the Alley in said City Block 129; thence along said Western line of the Alley, South 17 degrees 46 minutes 39 seconds West a distance of 94.07 feet to the intersection of said Western line of the Alley and the Northern right-of-way of Pine Street, 60 feet wide, from said intersection a cut "X" in concrete bears South 17 degrees 46 minutes 39 seconds West a distance of 5.00 feet; thence leaving said Western line of the Alley along said Northern right-of-way line of Pine Street, North 72 degrees 31 minutes 49 seconds West a distance of 42.46 feet to the Southeast corner of a tract of land conveyed to James Angelos as described in Deed Book 8122 page 411 of said land records of the City of St. Louis;

Thence along the Eastern line of said Angelos tract, North 17 degrees 26 minutes 19 seconds East a distance of 58.27 feet to the Northeast corner of said Angelos tract; thence along the Northern line of said Angelos tract, North 72 degrees 29 minutes 50 seconds West a distance of 42.47 feet to the Northwest corner of said Angelos tract; thence along the Western line of said Angelos tract, South 17 degrees 26 minutes 19 seconds West a distance of 58.30 feet to the Southwest corner of said Angelos tract, said Southwest corner being on said Northern right-of-way of Pine Street, from said Southwest corner a cut "X" in concrete bears South 17 degrees 26 minutes 19 seconds West a distance of 5.00 feet; thence along said Northern right-of-way line of Pine Street, North 72 degrees 31 minutes 49 seconds West a distance of 54.47 feet to a set Cotton Picker Spindle marking the Southwest corner of said Vacated portion of 7th Street; thence leaving said Northern right-of-way line of Pine Street along the Western line of said Vacated portion of 7th Street, North 17 degrees 26 minutes 19 seconds East a distance of 116.62 feet to the point of beginning.

Containing 0.321 Acres (13,985 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 5

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to the Neil S. Tober Revocable Trust as described in Deed Book 1796 page 497 of the land records of said City of St. Louis Missouri, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide,

and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said South right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 22.20 feet to the Northeast corner of a tract of land conveyed to S & P Holdings, LLC as described in Deed Book 04142008 page 0208 of the land records of said City of St. Louis, Missouri, from said Northeast corner a cut "X" in concrete bears North 17 degrees 24 minutes 56 seconds East a distance of 5.00 feet; thence continuing along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 39.49 feet to the Northeast corner of a tract of land conveyed to May Department Stores Company as described as Parcel 3 in Deed Book M958 page 981 of said land records of the City of St. Louis from said Northeast corner a cut "X" in concrete bears North 17 degrees 26 minutes 19 seconds East a distance of 5.00 feet, said Northeast corner also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 40.00 feet to the Northwest corner of a tract of land conveyed to May Department Stores Company as described as Parcel 1 in Deed Book M958 page 981 of said land records of the City of St. Louis from said Northwest corner a cut "X" in concrete bears North 17 degrees 26 minutes 19 seconds East a distance of 5.00 feet; thence leaving said Southern right-of-way line of Olive Street along the Western line of said Parcel 1, South 17 degrees 26 minutes 19 seconds West a distance of 58.38 feet to the Southwest corner of said Parcel 1; thence North 72 degrees 27 minutes 55 seconds West a distance of 40.00 feet to the Southeast corner of said Parcel 3; thence along the eastern line of said Parcel 3, North 17 degrees 26 minutes 19 seconds East a distance of 58.40 feet to the point of beginning.

Containing 0.054 Acres (2,335 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 6

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to Catherine Ann Berkley and Louis Berkley as described in Deed Book M1117 page 1748 of the land records of said City of St. Louis Missouri, and part of the Western portion of the Alley in said City Block 129 Vacated by City Ordinance No. 64978, and part of the portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Western right-of-way line of said 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 58.41 feet to the Northeast corner of said portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, from said Northeast corner a found anchor on curb bears North 72 degrees 27 minutes 55 seconds West a distance of 11.48 feet; thence leaving said Western right-of-way line of said 7th Street along the Northern line of said Vacated portion of 7th Street, North 72 degrees 33 minutes 41 seconds West a distance of 12.00 feet to a set Cotton Picker Spindle marking the Northwest corner of said Vacated portion of 7th Street; thence along the Western line of said Vacated portion of 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 29.13 feet to a set Cotton Picker Spindle marking the intersection of said Western line of said Vacated portion of 7th Street and the Westerly prolongation of the Southern line of a tract of land conveyed May Department Stores Company as described as Parcel 4 of Deed Book M958 page 981 of the land records of said City of St. Louis, thence along said Westerly prolongation, the South line of said Parcel 4, and the Easterly prolongation of said South line, South 72 degrees 29 minutes 11 seconds East a distance of 147.76 feet to a cut "X" in concrete marking the intersection of said Easterly prolongation of the Southern line of said Parcel 4 and the centerline of said portion of the Alley in City Block 129 Vacated by City Ordinance No. 64978; thence along said centerline of the Vacated Alley, South 17 degrees 46 minutes 39 seconds West a distance of 29.10 feet to a cut "X" in concrete marking the intersection of said centerline of the Vacated Alley and the Easterly prolongation of the Northern line of a tract of land conveyed May Department Stores Company as described as Parcel 6 of Deed Book M958 page 981 of said land records of the City of St. Louis; thence along said Easterly prolongation, along said Northern line of Parcel 6, and along the Westerly prolongation of said Northern line of Parcel 6, North 72 degrees 30 minutes 27 seconds West a distance of 147.59 feet to a set Cotton Picker Spindle marking the intersection of said Westerly prolongation of the Northern line of Parcel 6 and said Western line of the Vacated portion of 7th Street; thence along said Western line of the Vacated portion of 7th Street, North 17 degrees 26 minutes 19 seconds East a distance of 29.15 feet to the point of beginning.

Containing 0.099 Acres (4,300 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 7

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 129 also being the same tract of land conveyed to James Angelos as described in Deed Book 8122 page 411 of the land records of said City of St. Louis Missouri, and part of the portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, and being more particularly described

as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Western right-of-way line of said 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 58.42 feet to the Northeast corner of said portion of the right-of-way of 7th Street Vacated by City Ordinance No. 50495, from said Northeast corner a found anchor on curb bears North 72 degrees 27 minutes 55 seconds West a distance of 11.48 feet; thence leaving said Western right-of-way line of said 7th Street along the Northern line of said Vacated portion of 7th Street, North 72 degrees 33 minutes 41 seconds West a distance of 12.00 feet to a set Cotton Picker Spindle marking the Northwest corner of said Vacated portion of 7th Street; thence along the Western line of said Vacated portion of 7th Street, South 17 degrees 26 minutes 19 seconds West a distance of 174.91 feet to a set Cotton Picker Spindle marking the Southwest corner of said Vacated portion of 7th Street, said Southwest corner being on the Northern right-of-way line of Pine Street, 60 feet wide; thence along said Northern right-of-way line of Pine Street, South 72 degrees 31 minutes 49 seconds East a distance of 54.47 feet to the Southeast corner of a tract of land conveyed May Department Stores Company as described as Parcel 8 of Deed Book M958 page 981 of the land records of said City of St. Louis, from said Southeast corner a cut "X" in concrete bears South 17 degrees 26 minutes 19 seconds West a distance of 5.00 feet; thence leaving said Northern right-of-way line of Pine Street along the Eastern line of said Parcel 8, North 17 degrees 26 minutes 19 seconds East a distance of 58.30 feet to the Northeast corner of said Parcel 8, said Northeast corner being on the Southern line of Parcel 7 of said Deed Book M958 page 981; thence along said Southern line of Parcel 7, South 72 degrees 29 minutes 50 seconds East a distance of 42.47 feet to the Northwest corner of Parcel 10 of said Deed Book M958 page 981; thence along the Western line of said Parcel 10, South 17 degrees 26 minutes 19 seconds West a distance of 58.27 feet to the Southwest corner of said Parcel 10, said Southwest corner of Parcel 10 being on said Northern right-of-way line of Pine Street, from said Southwest corner of Parcel 10 a cut "X" in concrete bears South 17 degrees 26 minutes 19 seconds West a distance of 5.00 feet; thence along said Southern right-of-way line of Pine Street, North 72 degrees 31 minutes 49 seconds West a distance of 42.47 feet to the point of beginning.

Containing 0.057 Acres (2,475 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

SURVEY PARCEL 8

A tract of land situated in the City of St. Louis, and the State of Missouri, lying in part of City Block 129, being the same tract of land conveyed to the Jillian Frobee Revocable Trust as described in Deed Book M1602 page 338 of the land records of said City of St. Louis, Missouri, and being more particularly described as follows:

COMMENCING at a cut "X" in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Western right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 270.84 feet to a cut "X" in concrete marking the intersection of said Southern right-of-way line of Olive Street and the Western right-of-way line of 6th Street, 60 feet wide, said intersection also being the Northeast corner of said City Block 129; thence along said Western right-of-way line of 6th Street, South 17 degrees 29 minutes 58 seconds West a distance of 178.66 feet to the Southeast corner of a tract of land conveyed to C.A.G. Properties, LLC as described in Deed Book 06062008 page 0240 of said land records of the City of St. Louis, Missouri, from said Southeast corner a cut "X" in concrete bears South 72 degrees 31 minutes 49 seconds East a distance of 5.00 feet, said Southeast corner also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said Western right-of-way line of 6th Street, South 17 degrees 29 minutes 58 seconds West a distance of 54.28 feet to a cut "X" in concrete marking the intersection of said Western right-of-way line of 6th Street and the Northern right-of-way line of Pine Street, 60 feet wide, said intersection also being the Southeast corner of said City Block 129; thence along said Northern right-of-way line of Pine Street, North 72 degrees 31 minutes 49 seconds West a distance of 128.19 feet to a found "X" in concrete marking the intersection of said Northern right-of-way line of Pine Street and the Eastern right-of-way line of a 15 foot wide North-South Alley in said City Block 129; thence along said Eastern right-of-way line of the Alley, North 17 degrees 46 minutes 39 seconds East a distance of 54.28 feet to the Southwest corner of said C.A.G. Properties, LLC tract, from said Southwest corner a cut "X" in concrete bears North 72 degrees 31 minutes 49 seconds West a distance of 5.00 feet; thence along the Southern line of said C.A.G. Properties, LLC tract, South 72 degrees 31 minutes 49 seconds East a distance of 127.93 feet to the point of beginning.

Containing 0.160 acres (6,950 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

AIR RIGHTS BOUNDARY DESCRIPTION 1

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of Olive Street, 60 feet wide, lying between City Block 128 and City Block 129 above the elevation 108.00 feet of the City of St. Louis Datum of 1843, and being more particularly

described as follows:

COMMENCING at a cut “X” in concrete marking the intersection of the Southern right-of-way line of Olive Street, 60 feet wide, and the Eastern right-of-way line of said 7th Street, 60 feet wide, said intersection also being the Northwest corner of said City Block 129; thence along said Southern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 28.41 feet to the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Southern right-of-way line, North 17 degrees 16 minutes 24 seconds East a distance of 60.00 feet to a point on the Northern right-of-way line of said Olive Street said point bears South 72 degrees 26 minutes 51 seconds East a distance of 28.23 feet the intersection of said Northern right-of-way line of Olive Street and said Eastern right-of-way line of said 7th Street said intersection also being the Southwest corner of said City Block 128; thence along said Northern right-of-way line of Olive Street, South 72 degrees 26 minutes 51 seconds East a distance of 30.00 feet; thence leaving said Northern right-of-way line of Olive Street, South 17 degrees 16 minutes 24 seconds West a distance of 60.00 feet to said Southern right-of-way line of Olive Street; thence along said Southern right-of-way line of Olive Street, North 72 degrees 26 minutes 51 seconds West a distance of 30.00 feet to the point of beginning.

Containing 0.041 Acres (1,800 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

AIR RIGHTS BOUNDARY DESCRIPTION 2

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of the 15 feet wide North-South Alley in City Block 129 above the elevation 75.25 feet of the City of St. Louis Datum of 1843, and being more particularly described as follows:

COMMENCING at a cut “X” in concrete marking the intersection of the Northern right-of-way line of Pine Street, 60 feet wide, and the Western right-of-way line of 6th Street, 60 feet wide, said intersection also being the Southeast corner of said City Block 129; thence along said Northern right-of-way line of Pine Street, North 72 degrees 31 minutes 49 seconds West a distance of 128.19 feet to the Southeast corner of said Alley, said Southeast corner being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said Northern right-of-way line, North 72 degrees 31 minutes 49 seconds West a distance of 15.00 feet to the Southwest corner of said Alley; thence leaving said Northern right-of-way line of Pine Street along the Western line of said Alley, North 17 degrees 46 minutes 39 seconds East a distance of 54.28 feet; thence leaving said Western line of the Alley, South 72 degrees 31 minutes 49 seconds East a distance of 15.00 feet to the Eastern line of said Alley; thence along said Eastern line of the Alley, South 17 degrees 46 minutes 39 seconds West a distance of 54.28 feet to the point of beginning.

Containing 0.019 Acres (815 Square Feet), according to a survey by Grimes Consulting, Dated September 2009.

Together with all intervening streets and alleys, including a portion of Olive Street and a 15’ W. north-south alley in City Block 129.

**EXHIBIT B
TIF Reimbursable Redevelopment Project Costs**

CATEGORY	
(a)	Acquisition Costs (as defined in Section 1.1 of this Agreement).
(b)	Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
(c)	Site Preparation and Public Improvements Costs (includes, but is not limited to, street and sidewalk improvements, parking facilities, utility work and resetting of curbs and landscaping and lighting in the right of way areas).
(d)	Rehabilitation, renovation, or reconstruction of any existing structures or construction of new improvements.
(e)	Financing Costs (includes, but is not limited to, loan fees, disbursing fees, lender’s legal fees, loan appraisals, flood certificates, tax credit investor fees and any and all other costs incurred in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
(f)	Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).

(g)	Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
(h)	TIF Costs & Issuance Costs incurred by the Developer pursuant to Section 2.2(i) – 2.2.(v) of this Agreement.

¹ Subject to the limitations set forth in **Section 4.2** of this Agreement, provided that such costs shall not exceed the aggregate amount of \$27,800,000 plus Issuance Costs as provided in the Agreement.

EXHIBIT C

Form of Certificate of Commencement of Construction

To:	City of St. Louis Office of Comptroller 1200 Market St., Room 212 St. Louis, MO 63103 Attention: Ivy Neyland-Pinkston, Deputy Comptroller	City of St. Louis St. Louis Development Corp 1015 Locust St., Ste. 1200 St. Louis, MO 63103 Attention: Dale Ruthsatz
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DELIVERED BY

RAILWAY EXCHANGE BUILDING TIF, INC.

The undersigned, RAILWAY EXCHANGE BUILDING TIF, INC. (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of _____, 2010, between the City of St. Louis, Missouri (the “City”) and Developer (the “Agreement”) hereby certifies to the City as follows:

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

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

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

Railway Exchange Building TIF, Inc., a Missouri limited liability company

By: _____
 Name: _____
 Title: _____

EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs

TO:
City of St. Louis
Office of Comptroller
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Railway Exchange Building Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2010 (the "Agreement"), between the City and Railway Exchange Building TIF, Inc., a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been paid from sources other than the Special Allocation Fund and are Reimbursable Redevelopment Project Costs under the Note Ordinance and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.
7. If any cost item to be paid under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
8. The costs to be paid under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes: _____ No: _____
9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, 20__.

RAILWAY EXCHANGE BUILDING TIF, INC., a
Missouri limited liability company

By: _____
Name: _____
Title: _____

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

SLDC

By: _____
Name: _____
Title: _____

Schedule 1

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

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:
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**EXHIBIT E
Form of Certificate of Substantial Completion**

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, RAILWAY EXCHANGE BUILDING TIF, INC., a Missouri limited liability company (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2010, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

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

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

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

RAILWAY EXCHANGE BUILDING TIF, INC.

By: _____
Name: _____
Title: _____

ACCEPTED:

SLDC

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

**EXHIBIT F
Equal Opportunity and Nondiscrimination Guidelines**

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

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

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

The Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

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

**EXHIBIT G
MBE/WBE Subcontractors List**

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

breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor’s Executive Order #28, as amended.

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

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

Name of Prime Contractor(s): _____

Prime Contractor Authorized Signature

Title: _____

Date: _____

EXHIBIT I

TIF Reporting Forms

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

For Period: _____

Business Name: _____

Address:** _____

Contact Person: _____

Phone Number: _____

Federal I.D. Number: _____ State I.D. Number: _____

Sales Tax Site Number: _____

Earnings Tax withholding:
(Form W-10) _____

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

Payroll tax:
(Form P-10) _____

Please forward the above information to:

City of St. Louis, Comptroller's Office
Tax Increment Financing
1200 Market Street, Room 311

I, _____, in my capacity as _____,
hereby certify that I am authorized by _____ to release
such confidential tax records referenced herein and that such records are true

St. Louis, Missouri 63103

and correct to my knowledge.

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

Signature

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

Tax Increment Financing (TIF)

Business Addition/Deletion Form

TIF District:

Business Addition

Name:

Address:

Federal I.D. number:

State I.D. number:

Sales tax site code:

Business Phone #

and contact name

Business Deletion

Name:

Address:

Please forward the above information to:

City of St. Louis, Comptroller's Office
Tax Increment Financing
1200 Market Street, Room 311
St. Louis, Missouri 63103
(314)589-6017

Approved: March 29, 2010