

1        **AN ORDINANCE AFFIRMING ADOPTION OF A REDEVELOPMENT**  
2        **PLAN, REDEVELOPMENT AREA, AND REDEVELOPMENT PROJECT;**  
3        **AUTHORIZING THE EXECUTION OF REDEVELOPMENT**  
4        **AGREEMENT BETWEEN THE CITY AND HARTFORD JUNIATA**  
5        **CORPORATION AND BETWEEN AND THE CITY AND SOUTH GRAND**  
6        **AVENUE COMMUNITY IMPROVEMENT DISTRICT, PRESCRIBING**  
7        **THE FORM AND DETAILS OF SAID AGREEMENT; DESIGNATING**  
8        **HARTFORD JUNIATA CORPORATION AND SOUTH GRAND AVENUE**  
9        **COMMUNITY IMPROVEMENT DISTRICT AS DEVELOPERS OF THE**  
10       **REDEVELOPMENT AREA; MAKING CERTAIN FINDINGS WITH**  
11       **RESPECT THERETO; AUTHORIZING OTHER RELATED ACTIONS IN**  
12       **CONNECTION WITH THE REDEVELOPMENT OF CERTAIN**  
13       **PROPERTY WITHIN THE REDEVELOPMENT AREA; AND**  
14       **CONTAINING A SEVERABILITY CLAUSE.**

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

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

1           **WHEREAS**, on April 11, 2007, after all proper notice was given, the TIF Commission  
2 held a public hearing in conformance with the TIF Act (hereinafter defined) which hearing was  
3 continued to May 18, 2007 and received comments from all interested persons and taxing  
4 districts affected by the Redevelopment Plan and the redevelopment project described therein;  
5 and

6           **WHEREAS**, pursuant to the Real Property Tax Increment Allocation Redevelopment  
7 Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the  
8 “Act” or “TIF Act”), and after due consideration of the TIF Commission’s recommendations, the  
9 Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. \_\_\_\_\_effective  
10 \_\_\_\_\_, 2007 which Ordinance: (i) adopted and approved a redevelopment plan entitled  
11 the “Juniata/South Grand Avenue Redevelopment Area Redevelopment Plan” dated February 22,  
12 2007, as amended April 27, 2007, (the “Redevelopment Plan”), (ii) designated the Juniata/South  
13 Grand Redevelopment Area (as described in the Redevelopment Plan) as a “redevelopment area”  
14 as that term is defined in the TIF Act (the “Redevelopment Area”), (iii) adopted and approved  
15 the Redevelopment Project described in the Redevelopment Plan, (iv) adopted tax increment  
16 allocation financing within the Redevelopment Area, (v) established the City of St. Louis,  
17 Missouri “Juniata/South Grand Special Allocation Funds,” and (vi) made certain findings with  
18 respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the  
19 Act; and

20           **WHEREAS**, the Redevelopment Plan proposes to redevelop the Redevelopment Area by  
21 acquiring and constructing the Area into residential space and commercial space with other  
22 improvements, as set forth in the Redevelopment Plan (the “Redevelopment Project,” or “TIF  
23 Project”); and

1           **WHEREAS**, pursuant to Ordinance No. \_\_\_\_\_, the Board of Aldermen has determined  
2 that completion of the Redevelopment Project is of economic significance to the City, will serve  
3 to benefit the general welfare, qualifies for the use of tax increment allocation financing to  
4 alleviate the conditions that qualify it as a “redevelopment area” as provided in the TIF Act, and  
5 further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment  
6 Plan is not financially feasible without the adoption of tax increment allocation financing and  
7 would not otherwise be completed; and

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

11           **WHEREAS**, it is necessary and desirable and in the best interest of the City to enter into  
12 the Redevelopment Agreement with Hartford Juniata Corporation (the “Developer of  
13 Redevelopment Project Areas 1 and 2”) and with South Grand Avenue Community Improvement  
14 District (the “Developer of Redevelopment Project Area 3”) (sometimes herein referred to as  
15 Developer or “Developers”), in order that Developers may complete the Redevelopment Project  
16 which will provide for the promotion of the general welfare through redevelopment of the  
17 Redevelopment Area in accordance with the Redevelopment Plan which redevelopment  
18 includes, but is not limited to, assistance in the physical, economic, and social development of  
19 the City of St. Louis, providing for a stabilized population and plan for the optimal growth of the  
20 City of St. Louis, encouragement of a sense of community identity, safety and civic pride and the  
21 elimination of impediments to land disposition and business and residential development in the  
22 City of St. Louis; and

1           **WHEREAS**, pursuant to the provisions of the TIF Act, the City is authorized to enter  
2 into a redevelopment agreement with Hartford Juniata Corporation, as Developer, and with  
3 South Grand Avenue Community Improvement District, as Developer, setting forth the  
4 respective rights and obligations of the City and Developers with regard to the redevelopment of  
5 the Redevelopment Area (the “Redevelopment Agreement”); and

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

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

13           **SECTION ONE.** The Board of Aldermen hereby ratifies and confirms its approval of  
14 the Redevelopment Plan, Redevelopment Area, and Redevelopment Project. The Board of  
15 Aldermen further finds and determines that it is necessary and desirable to enter into the  
16 Redevelopment Agreement with Hartford Juniata Corporation, as “Developer” and with South  
17 Grand Avenue Community Improvement District, as “Developer” of the Redevelopment Area, in  
18 order to implement the Redevelopment Project and to enable the Developers to carry out its  
19 proposal for development of the Redevelopment Project.

20           **SECTION TWO.** The Board of Aldermen finds and determines that the assistance of  
21 tax increment financing is necessary and desirable in order to implement the Redevelopment  
22 Project and to enable Hartford Juniata Corporation and South Grand Avenue Community

1 Improvement District, to carry out their proposal for development and completion of the  
2 Redevelopment Project.

3         **SECTION THREE.** The Board of Aldermen hereby approves, and the Mayor and  
4 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the  
5 Redevelopment Agreement by and between the City and the Developers attached hereto as  
6 **Exhibit A**, and the City Register is hereby authorized and directed to attest to the  
7 Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment  
8 Agreement shall be in substantially the form attached, with such changes therein as shall be  
9 approved by said Mayor and Comptroller executing the same and as may be consistent with the  
10 intent of this Ordinance and necessary and appropriate in order to carry out the matters herein  
11 authorized.

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

18         **SECTION FIVE.** The Mayor and the Comptroller or their designated representatives,  
19 with the advice and concurrence of the City Counselor and after approval by the Board of  
20 Estimate and Apportionment, are hereby further authorized and directed to make any changes to  
21 the documents, agreements and instruments approved and authorized by this Ordinance as may  
22 be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out

1 the matters herein authorized, with no such further action of the Board of Aldermen necessary to  
2 authorize such changes by the Mayor and the Comptroller or their designated representatives.

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

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

**EXHIBIT A**

Redevelopment Agreement by and between the City of St. Louis and  
South Grand Avenue Community Improvement District  
(Attached hereto.)

**REDEVELOPMENT AGREEMENT**

**By and Among the**

**CITY OF ST. LOUIS, MISSOURI**

**and**

**HARTFORD JUNIATA CORPORATION**

**and**

**SOUTH GRAND COMMUNITY IMPROVEMENT DISTRICT**

**Dated as of**

**\_\_\_\_\_, 2007**

---

**JUNIATA/SOUTH GRAND TIF RPA 1, RPA 2 AND RPA 3 PROJECTS**

**TABLE OF CONTENTS**

**ARTICLE I. DEFINITIONS .....2**

    1.1 Definitions .....2

**ARTICLE II. ACCEPTANCE OF PROPOSAL .....8**

    2.1 Developer Designation .....8

    2.2 Developer to Advance Costs .....8

**ARTICLE III. CONSTRUCTION OF THE PROJECTS .....10**

    3.1 Acquisition of Property .....10

    3.2 Condemnation .....10

    3.3 Relocation.....10

    3.4 Developer to Construct the Work.....10

    3.5 Governmental Approvals .....10

    3.6 Construction Plans; Changes.....11

    3.7 Certificate of Commencement of Construction.....11

    3.8 Certificate of Substantial Completion .....11

**ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS .....12**

    4.1 City’s Obligation to Reimburse Developer .....12

    4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s  
        Right to Substitute .....12

    4.3 Cost Savings and Excess Profits. ....13

    4.4 City’s Obligations Limited to Special Allocation Fund and Bond Proceeds .....13

**ARTICLE V. TIF OBLIGATIONS .....13**

    5.1 Conditions Precedent to the Issuance of TIF Notes .....13

    5.2 Issuance of TIF Notes.....13

    5.3 Issuance of TIF Bonds.....13

    5.4 Application of TIF Bond Proceeds.....13

    5.5 Cooperation in the Issuance of TIF Obligations .....13

    5.6 Subordinate Notes .....13

    5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate .....13

**ARTICLE VI. . SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF  
REVENUES.....13**

    6.1 Creation of Special Allocation Fund .....13

    6.2 Certification of Base for PILOTS and EATS.....13

    6.3 Application of Available Revenues.....13

    6.4 Cooperation in Determining TIF Revenues .....13

    6.5 Obligation to Report TIF Revenues .....13

    6.6 Notice to City of Transfer .....13

**TABLE OF CONTENTS**

**ARTICLE VII. GENERAL PROVISIONS.....13**

7.1 Developer’s Right of Termination .....13

7.2 City’s Right of Termination .....13

7.3 Successors and Assigns.....13

7.4 Remedies .....13

7.5 Force Majeure.....13

7.6 Notices.....13

7.7 Conflict of Interest.....13

7.8 Damage or Destruction of RPA 1 and RPA 2 Projects .....13

7.9 Inspection .....13

7.10 Choice of Law .....13

7.11 Entire Agreement; Amendment.....13

7.12 Counterparts .....13

7.13 Severability.....13

7.14 Representatives Not Personally Liable.....13

7.15 Attorney’s Fees.....13

7.16 Actions Contesting the Validity and Enforceability of the Redevelopment Plan .....13

7.17 Release and Indemnification .....13

7.18 Survival .....13

7.19 Maintenance of the Property .....13

7.20 Non-Discrimination.....13

7.21 Fair Employment.....13

**ARTICLE VIII. REPRESENTATIONS OF THE PARTIES .....13**

8.1 Representations of the City .....13

8.2 Representations of the Developer.....13

**EXHIBITS**

EXHIBIT A Legal Descriptions of the Redevelopment Area

EXHIBIT B Reimbursable Redevelopment Project Costs

EXHIBIT C Form of Certificate of Commencement of Construction – RPA 1 and RPA 2

EXHIBIT C Form of Certificate of Commencement of Construction – RPA 3

EXHIBIT D Form of Certificate of Reimbursable Redevelopment Project Costs - RPA 1 and RPA 2

EXHIBIT D Form of Certificate of Reimbursable Redevelopment Project Costs - RPA 3

EXHIBIT E Form of Certificate of Substantial Completion

EXHIBIT F Equal Opportunity and Nondiscrimination Guidelines

EXHIBIT G Form of MBE/WBE Subcontractor’s List

EXHIBIT H Form of MBE/WBE Utilization Statement

EXHIBIT I Form of Assurance

## TABLE OF CONTENTS

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and among 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 **HARTFORD JUNIATA CORPORATION** (the “Developer of RPA 1 and RPA 2”), duly organized and existing under the laws of the State of Missouri, and the **SOUTH GRAND COMMUNITY IMPROVEMENT DISTRICT** (the “Developer of RPA 3”), a political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

### RECITALS

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

B. The City published a notice on March 14, 2007 and April 13, 2007, 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. Developer submitted its development proposal dated February 22, 2007, amended April 27, 2007, revised May 17, 2007 (the “Redevelopment Proposal”), to the TIF Commission for redevelopment of the Redevelopment Area.

D. On May 16, 2007, following a public hearing held on May 16, 2007, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled “Juniata/South Grand Redevelopment Area Redevelopment Plan,” dated February 22, 2007 (amended April 17, 2007, revised May 17, 2007) (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 Juniata/South Grand Special Allocation Funds.

E. On \_\_\_\_\_, 2007, the Board of Aldermen adopted Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Project Area One and Two (RPA 1 and RPA 2 Projects), and Redevelopment Project Area Three (RPA 3 Project), adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Funds.

F. On \_\_\_\_\_, 2007, the Board of Alderman adopted Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] affirming adoption of the Redevelopment Area, Redevelopment Plan and RPA 1 and RPA 2 Projects, designating the Developer of RPA 1 and RPA 2 as developer of the RPA 1 and RPA 2 Redevelopment Areas, and designating the Developer of RPA 3 as developer of the RPA 3 Redevelopment Area, and authorizing the City to enter into this Agreement with Developers.

G. On \_\_\_\_\_, 2007, the Board of Alderman adopted Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] authorizing the issuance of TIF Notes as evidence of the City’s obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the RPA 1, RPA 2 and RPA 3 Projects and pledging TIF Revenues to the payment of the TIF Notes.

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

I. Pursuant to provisions of the TIF Act and Ordinance Nos. \_\_\_\_\_, \_\_\_\_\_ 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 RPA 1, RPA 2 and RPA 3 Projects, and to pledge TIF Revenues to the payment of the TIF Notes.

## **AGREEMENT**

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

### **ARTICLE I. DEFINITIONS**

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

“*Acquisition Costs*” means the consideration paid by Developer to a third party to acquire 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).

“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 corporation or enterprise with total assets in excess of \$50,000,000.

“Approving Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] designating the Redevelopment Area, approving the Redevelopment Plan, approving the RPA 1, RPA 2 and RPA 3 Projects, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

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

“Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] affirming approval and adoption of the Redevelopment Plan, RPA 1, RPA 2 and RPA 3 Projects, and designation of the Redevelopment Area, designating Developer of RPA 1 and RPA 2 as the developer of the Redevelopment Area, and designating the Developer of RPA 3 as the developer of RPA 3 within the Redevelopment Area, and authorizing the City to enter into a Redevelopment Agreement with Developers.

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

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

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

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

“Certificate of Commencement of Construction” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by

Developers to the City in accordance with this Agreement and evidencing commencement of construction of their respective Projects.

“*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 Developers to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer for their respective Projects.

“*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 their respective Projects in accordance with the Redevelopment Plan and this Agreement.

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

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

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

“*Developer for RPA 1 and RPA 2*” means Hartford Juniata Corporation, a Missouri corporation, duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“*Developer for RPA 3*” means South Grand Community Improvement District, a political subdivision duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

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

“*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 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 and Bond Counsel and disclosure), the St. Louis Development Corporation’s administrative fees and expenses (including fees and costs of planning consultants), underwriters’ discounts and fees, the costs of

printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

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

“*MBE/WBE Subcontractor’s List*” means the form of the 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 here to 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. \_\_\_\_ adopted by the Board of Aldermen authorizing the TIF Note and TIF Obligations, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“*Note Purchase Agreement*” means an agreement between the Comptroller, Developer and the Note Purchaser setting forth the rights, duties and obligations of the parties thereto with respect to the issuance and sale of TIF Notes to a Note Purchaser, such Note Purchase Agreement to be in form and substance approved by the parties thereto, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything in this Agreement to the contrary, the purchase price to be paid by a Note Purchaser to the City for any TIF Note issued under this Agreement or the Note Ordinance shall be determined in the sole and absolute discretion of the Developer and the Note Purchaser.

“*Note Purchaser*” means the Original Purchaser.

“*Original Purchaser*” means up to One Million Dollars (\$1,000,000), the Developer of RPA 1 and RPA 2, a Related Entity, any member, any partner or a majority shareholder of the Developer or a Related Entity of Developer, or an Approved Investor designated by the Developer as the Original Purchaser, and up to Six Hundred Thousand (\$600,000), the Developer of RPA 3, a Related Entity, a member, any partner or a majority shareholder of the Developer of RPA 3 or a Related Entity of the Developer of RPA 3, or an Approved Investor designated by the Developer of RPA 3 as the Original Purchaser.

“*Payments in Lieu of Taxes*” or “*PILOTs*” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“*Project Fund*” means the Project Fund created in the Note Ordinance.

“*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) in RPA 1, RPA 2 and RPA 3, as set forth in the Redevelopment Plan.

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

“*Redevelopment Plan*” means the plan titled “Juniata/South Grand Avenue Redevelopment Area Redevelopment Plan,” dated February 22, 2007, as amended April 27, 2007 and revised May 17, 2007, 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 projects identified by the Redevelopment Plan, as approved by the Approving Ordinance.

“*Redevelopment Project Costs*” shall have the meaning ascribed to such term in Section 99.805(14) of the TIF Act.

“*Redevelopment Proposal*” means the document on file with the City and incorporated herein by reference, titled “*South Grand TIF Application*,” dated September 25, 2006 and submitted by the Developer of RPA 1 and RPA 2 to the TIF Commission and consented to by the Developer of RPA 3.

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

“*Related Entity*” means any party or entity related to the Developer by one of the relationships described in Section 267(b) 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.

“*RPA 1*” means that certain portion of the Redevelopment Area designated as redevelopment project area one in the Redevelopment Plan, and as is further shown and legally described in **Exhibit A**.

“*RPA 1 Project*” means the redevelopment project identified in the Redevelopment Plan, consisting of the development of RPA 1 into residential uses, as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.

“*RPA 2*” means that certain portion of the Redevelopment Area designated as redevelopment project area two in the Redevelopment Plan, and as is further shown and legally described in **Exhibit A**.

“*RPA 2 Project*” means the redevelopment project identified in the Redevelopment Plan, consisting of the development of RPA 2 into residential uses, as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.

“*RPA 3*” means that certain portion of the Redevelopment Area designated as redevelopment project area two in the Redevelopment Plan, and as is further shown and legally described in **Exhibit A**.

“*RPA 3 Project*” means the redevelopment project identified in the Redevelopment Plan, consisting of the development of RPA 3 into residential uses, as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.

“*Special Allocation Fund*” means the Juniata/South Grand RPA 1 and RPA 2 Special Allocation Fund and the Juniata/South Grand RPA 3 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 (and RPA 1 Project and RPA 2 Project), into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement. All TIF revenues shall be divided on the following basis: 62.5% to the Juniata/South Grand RPA 1 and RPA 2 Special Allocation Fund, and 37.5% to the Juniata/South Grand RPA 3 Special Allocation Fund.

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

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

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

“*TIF Notes*” means all Juniata/South Grand TIF Notes, for RPA 1 and RPA 2, and the Juniata/South Grand TIF Notes for RPA 3, collectively.

“*TIF Obligations*” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City 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(10) 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 RPA 1, RPA 2 and RPA 3 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 RPA 1, RPA 2 and RPA 3 Projects, and (2) fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within RPA 1, RPA 2 and RPA 3 over the amount of such taxes generated by economic activities within RPA 1 and RPA 2 in the calendar year ending December 31, 2006 (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.

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

“*Verified Total Project Costs*” means the sum total of all reasonable or necessary costs incurred, and any such costs incidental to the Work, including but not limited to, all Acquisition Costs, Issuance Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by other paragraphs in this **Section 1.1**.

“*Work*” means all work necessary to prepare the RPA 1, RPA 2 and RPA 3 to construct or cause the construction and completion of the RPA 1, RPA 2 and RPA 3 Projects as specifically described in the Redevelopment Plan and this Agreement, including, but not limited to: (1) property acquisition; (2) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal and planning and consulting; (3) demolition, site preparation and improvements, (4) construction of the building(s) interior, the shell, the façade and the structural elements of the building; (5) construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation surrounding roads, sidewalks and parking garages; (6) installation of lighting, and landscaping; and (7) all other work described in the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

## **ARTICLE II. ACCEPTANCE OF PROPOSAL**

**2.1 Developer Designation.** For RPA 1 and RPA 2, the City hereby selects the Developer to acquire the Property in RPA 1 and RPA 2 and to perform or cause the performance of the Work within RPA 1 and RPA 2 in accordance with the Redevelopment Plan, this Agreement and all Governmental Approvals. For RPA 3, the City hereby selects the Developer of RPA 3 to acquire land within RPA 3 and to perform or cause the performance of Work within RPA 3 in accordance with the Redevelopment Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

**2.2 Developer to Advance Costs.** The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer’s right to abandon the RPA 1 and RPA 2 Projects and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

**2.2.1** the City hereby acknowledges payment by the Developer of RPA 1 and

RPA 2 of a Five Thousand Dollar and no/100 (\$5,000) TIF Application Fee;

**2.2.2** the City acknowledges that, prior to the execution of this Agreement, the Developer of RPA 1 and RPA 2 paid Four Thousand Eight Hundred Dollars and no/100 (\$4,800.00) (which sum represents 0.3% of the maximum amount of the 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 St. Louis Development Corporation to reimburse the Comptroller and the St. Louis Development Corporation for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

**2.2.3** the Developers shall, within ten (10) days after the date of execution of this Agreement, pay the sum of Four Thousand Eight Hundred Dollars and no/100 (\$4,800.00) (which sum represents 0.3% of the maximum amount of the 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 St. Louis Development Corporation to reimburse the Comptroller and the St. Louis Development Corporation for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

**2.2.4** the Developers shall pay to the Comptroller its additional pro rata share (equal to the percentage of TIF Notes represented by RPA 1 and RPA 2 and the percentage of TIF Notes represented by RPA 3 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 and any agreement between the City and the Developer which amount shall be paid as follow: (i) all such costs incurred through the date of the 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;

**2.2.5** the Developer shall, concurrently with the initial issuance of the TIF Notes, pay to the City a flat fee to be reasonably determined by the Comptroller in her sole discretion to pay for the City's Issuance Costs of such TIF Notes; and

**2.2.6** any amounts advanced to the City shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

Responsibility for costs incurred by Developer for costs enumerated in Sections 2.2.2 and 2.2.3 shall be divided between the Developer for RPA 1 and RPA 2 and the Developer for RPA 3 on the following basis: 62.5% for the Developer of RPA 1 and RPA 2 and 37.5% for the Developer of RPA 3.

**ARTICLE III.  
CONSTRUCTION OF THE PROJECTS**

**3.1 Acquisition of Property.** For their respective Projects, the Developer represents that, as of the date of this Agreement, Developer, or an affiliate of Developer, is the fee owner of the Property or has a legally binding agreement pursuant to which it has the right to acquire the Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of the Developer or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

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

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

**3.4 Developer to Construct the Work.** For their respective Projects, the Developer shall commence or cause the commencement of the construction of the Work within two hundred seventy (270) 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 complete or cause the completion of all of the Work not later than December 31, 2010 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete the Work up to and including December 31, 2011.

The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the City and the Developer agree to cooperate and take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

For good cause shown, the Developer of RPA 3 may request from St. Louis Development Corporation an additional two hundred and seventy (270) days to commence its Project.

**3.5 Governmental Approvals.** The City and the St. Louis Development Corporation agree to employ reasonable and good faith efforts to cooperate with the Developer and to process, 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, 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 RPA 1 and RPA 2 Projects and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to 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 the Cost Benefit Analysis for the Redevelopment Plan; or (ii) any change that would reduce or increase the final square footage of residential uses by more than ten percent (10%) of the estimated square footage of the residential uses as set forth in the Agreement, Redevelopment Plan and the Construction Plans.

**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 in accordance with the schedule set forth in Section 3.4 of this Agreement and in the form as **Exhibit C** attached hereto and incorporated herein by reference. The Certificate of Commencement of Construction shall be deemed accepted by the SLDC upon receipt of the same.

**3.8 Certificate of Substantial Completion.** Promptly after substantial completion of the Work for their respective Projects, each Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the St. Louis Development Corporation 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 City and the SLDC unless, within thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or the SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or the St. Louis Development Corporation, within thirty (30) days following delivery of the Certificate of Substantial Completion for the Developer with specific written objections to the status of the Work, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or his designee or the SLDC in accordance with this Section and the

thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee or the SLDC, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee or the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all Work. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

#### **ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS**

**4.1 City's Obligation to Reimburse Developer.** Subject to the terms of the Note Ordinance and this Agreement, the City agrees to reimburse Developer for the verified Reimbursable Redevelopment Project Costs in the total amount not to exceed One Million Six Hundred Dollars and no/100 (\$1,600,000.00) plus Issuance Costs as provided in **Section 5.2** of this Agreement, subject to the limitations of **Article IV** of this Agreement, as follows: to reimburse the Developer of RPA 1 and RPA 2 for sixty-two and one-half percent (62.5%) verified Reimbursable Redevelopment Project Costs in an amount not to exceed One Million Dollars and no/100 (\$1,000,000.00) and to reimburse the Developer of RPA 3 for thirty-seven and one-half percent (37.5%) of verified Reimbursable Redevelopment Project Costs in an amount not to exceed Six Hundred Thousand Dollars and no/100 (\$600,000.00), plus Issuance Costs.

**4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute.** Nothing in this Agreement shall obligate the City to issue TIF Notes or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(14) of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within thirty (30) days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth in **Exhibit B**, up to the maximum aggregate amount established in **Section 4.1** of this Agreement; provided that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2, clauses (i)-(v)**, of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(14) of the TIF Act, the City shall so notify the Developer in writing within the 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. 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, as further set forth in the Note Ordinance.

### **4.3 Cost Savings and Excess Profits.**

Within one hundred eighty (180) days after the submission of the Certificate of Substantial Completion by Developer in accordance with Section 3.8 of this Agreement, Developer also shall furnish to the City for the City's review and approval, (a) a statement of Verified Total Project Costs, with evidence of billings and payments for each expenditure, including itemized invoices, receipts, and pay applications or other evidence of payment as appropriate for the type of cost; and (b) a statement of each and every post completion funding source for the Redevelopment Project, which shall include Redevelopment Project sources actually received by the Redevelopment Project as of the date of the statement and the net present value of any future Redevelopment Project source, including (i) documentation from accountants, tax credit authorities and tax credit purchasers evidencing the total amount of tax credits approved for the Redevelopment Project and the net present value of proceeds available to the Developer from the sale of such tax credits; (ii) zero dollars (\$0.00) (the amount of developer equity in the Redevelopment Project); (iii) statements from each and every Project Lender as to the amount of amortizing debt financing secured by the Property that will be available to the Redevelopment Project upon commencement of operations; and (iv) a statement of all net sales proceeds derived from the sale of any portion of the Redevelopment Project, which net sales proceeds shall be documented by copies of the seller's closing statements for such sales.

Provided, however, if the Redevelopment Project includes a for-sale condominium component, the statements required by this **Section 4.3** shall not be submitted until a minimum of 90% of the condominium units included in the Redevelopment Project have been sold, and such statements shall be submitted within sixty (60) days following such sale of 90% of such condominium units. If less than 100% of the condominiums have been sold at the time the statements required by this **Section 4.3** are submitted, the condominium units not sold shall be valued for purposes of the statements at the listing prices for such units, less the amount of the average sales commission on the units which have been sold.

Further provided, however, if the Redevelopment Project includes a rental component, the statements required by this **Section 4.3** shall not be submitted until any construction debt on such component has been converted to permanent or semi-permanent mortgage debt.

The Developer shall document the anticipated date of receipt of any post completion funding source which has not been received by the Redevelopment Project as of the date of the statements required by this **Section 4.3** and the present value of such source shall be determined using a 7% present value rate for the period of time between the date of the submission of the statements and the date of anticipated receipt of such source; but anticipated sales proceeds of condominiums not sold as of the date of such statements shall not be subject to a present value calculation and shall be included in the calculation below as a post completion funding source at the listing price as of the date of the statements less the sales commission described above.

Developer shall not include developer fees or consultant fees for any service typically performed by the developer in the Verified Total Project Costs. With respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed the amount set forth in the Redevelopment Plan for such services. Moreover, if any of the owners, officers, principals or members of the construction contractor for the Redevelopment Project are the same as any owner, officer, principal or member of Developer or general partner in the owner of the development, amounts allowed for aggregate contractor fees shall not exceed eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 Qualified Allocation Plan for the Low Income Housing Tax Credit Program, and Developer shall include documentation, including detailed invoices and receipts for payment, for each and every item of costs traceable to third parties with no relationship to Developer, in addition to summary pay applications submitted to Developer by the construction contractor.

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

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

## **ARTICLE V. TIF OBLIGATIONS**

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

**5.2 Issuance of TIF Notes.** The City agrees to issue one or more TIF Notes as provided in this Agreement and the Note Ordinance to reimburse the Developer for Reimbursable Redevelopment 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.** determined on the date that is not less than ten (10) business days and not more than sixty (60) days prior to the scheduled closing date for the 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 the TIF Notes (in the opinion of Bond Counsel) is not exempt from federal income taxation the (“Taxable Rate”), or (ii) plus two percent (2.0%) if the interest on the TIF Notes (in the opinion of Bond Counsel) is exempt from federal income taxation (the “Tax Exempt Rate”); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date.

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

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

**5.3 Issuance of TIF Bonds.**

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

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

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

- (i) Acceptance by the City of the Certificate of Substantial Completion;
- (ii) Review of projections of TIF Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available TIF Revenues were to be applied to the immediate repayment of the TIF Bonds, the TIF Bonds would reasonably be anticipated to be retired within twenty-three (23) years from the effective date of the Approving Ordinance, and (B) based on a maturity date twenty-three (23) years from the effective date of the Approving Ordinance, the TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the City's underwriter;
- (iii) Developer's documentation of stabilization of the Redevelopment Project for a minimum period of two (2) years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for the Redevelopment Project in connection with the issuance of the TIF Bonds;
- (iv) The aggregate net projected debt service on the TIF Bonds (taking into account the principal portion of the TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the net average

annual debt service on the outstanding TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the aggregate net projected debt service on the TIF Bonds lower than the net average annual debt service on the outstanding TIF Notes; and

- (v) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the TIF Notes to be redeemed.

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

**5.4.1** To the payment of costs relating to the issuance of the TIF Bonds;

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

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

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

**5.5 Cooperation in the Issuance of TIF Obligations.** Developer covenants to cooperate and 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.

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

**5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate.**

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

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

**6.1 Creation of Special Allocation Fund.** The City agrees to cause its Comptroller or other financial officer to maintain two Special Allocation Funds, one for RPA 1 and RPA 2 and one for RPA 3, including a "PILOTs Account" and an "EATs Account," and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account. All Payments in Lieu of Taxes and all Economic Activity Taxes generated from RPA 1, RPA 2 and RPA 3 shall be aggregated and divided as follows: thirty-seven and one-half percent (37.5%) of the aggregated amount to the Special Allocation Funds for RPA 3 and sixty-two and one-half percent (62.5%) for RPA 1 and RPA 2.

**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) the federal and state tax identification numbers of each "seller" (as that term is defined in Section 144.010(11) of the Missouri Revised Statutes, as amended) located in the Redevelopment Area in the calendar year ending December 31, 2006.

**6.2.2** Within ninety (90) days after adoption of the Approving Ordinance by the Board of Aldermen, the City shall provide to the Developer: (i) a true, correct and complete copy 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 value 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, 2006, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the

Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

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

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

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

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

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

**6.5 Obligation to Report TIF Revenues.** The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues, to use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement. This section shall not apply in the event of the sale of a parcel restricted by the zoning laws of the City of St. Louis to residential use.

**6.6 Notice to City of Transfer.** The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property or any interest therein as permitted by **Section 7.3.2** of this Agreement at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing,

Developer shall not be required to notify the City of the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business except as may be required by **Section 4.3**.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Developer's Right of Termination.** At any time prior to the delivery of the Certificate of Substantial Completion, the Developer of RPA 1 and RPA 2 Projects may, by giving written notice to the City, abandon the RPA 1 and RPA 2 Projects and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the RPA 1 and RPA 2 Projects are no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any TIF Note issued in connection with the Redevelopment Project pursuant to this Agreement shall be deemed null, void and canceled.

At any time prior to the delivery of the Certificate of Substantial Completion, the Developer of RPA 3 Project may, by giving written notice to the City, abandon the RPA 3 Project and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the RPA 3 Project is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any TIF Note issued in connection with the Redevelopment Project pursuant to this Agreement shall be deemed null, void and canceled.

**7.2 City's Right of Termination.** The City may terminate this Agreement if (i) the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement within one hundred eighty (180) days of the date of this Agreement; provided, however, that termination under this Section 7.2(i) may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with **Section 3.8** of this Agreement and the schedule set forth in **Section 3.4** of this Agreement. Upon such termination, the City shall have no further obligation to issue TIF Obligations nor to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer in connection with the RPA 1 and RPA 2 Projects.

### **7.3 Successors and Assigns.**

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

**7.3.2 Assignment or Sale.** Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be

assigned at any time before, during or after redevelopment of the Projects, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of the Projects, the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement, to 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; (b) the right of Developer to assign the Developer's rights, duties and obligations under this Agreement to any party 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; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of their respective Projects and shall be released from such liability hereunder only upon substantial completion of their respective Projects and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer.

**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 comprising RPA 1 and RPA 2 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 date that the Approving Ordinance was adopted by the City. 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. This section shall not apply to RPA 3.

**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 (but with respect to the times for performance set out in **Section 3.4** of this Agreement, only to the extent provided therein and established thereunder) in the event of any delay caused by force majeure, 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 Projects or the TIF Obligations or this Agreement; provided that 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 further provided that 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 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, 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.

In the case of the Developer of RPA 1 and RPA2, to:

Hartford Juniata Corporation  
c/o Silverstone Development – Midwest LLC  
2240 North Elston Avenue  
Chicago, IL 60614

Attention: Stephen Anrod  
Facsimile: (773) 292-0810

With a copy to:

Polsinelli Shalton Flanigan Suelthaus PC  
100 South 4<sup>th</sup> Street, Suite 1100  
St. Louis, Missouri 63102  
Attention: William J. Kuehling  
Facsimile: 314-231-1776

In the case of the Developer of RPA 3:

South Grand Community Improvement District  
3203<sup>A</sup> South Grand Avenue – Suite C  
St. Louis, Missouri 63118  
Attn.: Executive Director

With a copy to:

Husch & Eppenberger, LLC  
1200 Main Street – Suite 2300  
Kansas City, Missouri 64105  
Attn.: Charles Renner  
Facsimile: 816-421-0596

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:

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

and

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

In the case of the St. Louis Development Corporation, to:

St. Louis Development Corporation  
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 RPA 1 and RPA 2 Projects.** In the event of total destruction or damage to any of the Projects by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding, the Developer of the affected Project shall determine and advise the City in writing within one (1) year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that the affected 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, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of

the insurance proceeds from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Obligations, plus accrued interest thereon, to be deposited in 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.** During such time as the Developer is the registered owner of the TIF Notes, in the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the

Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** of this Agreement.

**7.17 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 Obligations 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 RPA 1 and RPA 2 Projects 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)-(iv), 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 their respective Property during the construction of the Projects or any portion thereof. Upon substantial completion of the respective Projects and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.5** 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, and shall maintain or cause to be maintained reasonable casualty and liability insurance with respect to the same in accordance with **Section 7.8** of this Agreement.

**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 RPA 1, RPA 2 and RPA 3 Projects and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

**7.21 Fair Employment.** Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit G**, 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 G**, attached hereto and incorporated herein by reference.

## **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 Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, 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.** Each Developer hereby represents and warrants as to its respective Project that 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 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:

\_\_\_\_\_  
Patricia A. Hageman, City Counselor

**“DEVELOPER OF RPA 1 AND RPA 2”:** **HARTFORD JUNIATA CORPORATION,**  
**a Missouri corporation**

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

**“DEVELOPER OF RPA 3”:**

**SOUTH GRAND COMMUNITY  
IMPROVEMENT DISTRICT, a political  
subdivision of the State of Missouri**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared Francis 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

(SEAL)

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, 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

(SEAL)

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI     )  
  ) SS  
\_\_\_\_\_ OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Hartford Juniata Corporation, a Missouri corporation, a Missouri corporation, and that he/she is authorized to sign the instrument on behalf of said corporation, and acknowledged to me that he/she executed the within instrument as said corporation's free act and deed.

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

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

(SEAL)

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI     )  
  ) SS  
\_\_\_\_\_ OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of South Grand Community Improvement District, a political subdivision of the State of Missouri, and that he/she is authorized to sign the instrument on behalf of said political subdivision, and acknowledged to me that he/she executed the within instrument as said political subdivision'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

(SEAL)

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Redevelopment Area**

## EXHIBIT B

### Reimbursable Redevelopment Project Costs

The Redevelopment Project Costs falling within the categories outlined below constitute Reimbursable Redevelopment Project Costs under this Agreement, provided that such costs shall not exceed the aggregate amount of \$1,600,000 plus Issuance Costs as provided in this Agreement.

- 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 Improvements Costs (includes, but is not limited to, landscaping, street and sidewalk improvements, utility work, and resetting of curbs).
- D. Building Construction, Rehabilitation and/or Reconstruction Costs (includes, but is not limited to, construction costs associated with the Redevelopment Project excluding any commercial tenant finish costs).
- E. 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).
- F. Financing Costs (includes, but is not limited to, loan fees, disbursing fees, construction monitoring and inspection fees, tax credit investor fees, lender's legal fees, loan appraisals, flood certificates, and any and all other costs incurred by the Developer in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
- G. Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, or special services).
- H. TIF Costs & Issuance Costs incurred by the Developer pursuant to **Section 2.2(i) – 2.2.(v)** of this Agreement.

**EXHIBIT C**

**Form of Certificate of Commencement of Construction**

DELIVERED BY

---

The undersigned, Hartford Juniata Corporation (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2007, 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 RPA 1 and RPA 2 for the RPA 1 and RPA 2 Projects necessary for the RPA 1 and RPA 2 Projects (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof) has been acquired by Developer in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to construct the RPA 1 and RPA 2 Projects.
3. Developer has obtained all necessary financing to complete the RPA 1 and RPA 2 Projects.
4. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the RPA 1 and RPA 2 Projects.

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

HARTFORD JUNIATA CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
It's: \_\_\_\_\_

**EXHIBIT C**

**Form of Certificate of Commencement of Construction**

DELIVERED BY

\_\_\_\_\_

The undersigned, South Grand Community Improvement District (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2007, between the City of St. Louis, Missouri (the “City”) and Developer (the “Agreement”) hereby certifies to the City as follows:

1. All property within RPA 3 for the RPA 3 Project necessary for the RPA 3 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 in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to construct the RPA 3 Project.
3. Developer has obtained all necessary financing to complete the RPA 3 Project.
4. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of the RPA 3 Project.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of \_\_\_\_\_, \_\_\_\_\_.

**SOUTH GRAND COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
It’s: \_\_\_\_\_

**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, Juniata/South Grand  
TIF Redevelopment Project Area One and Two Projects  
(RPA 1 and RPA 2 Projects)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2007 (the “Agreement”), by and between the City and \_\_\_\_\_, a Missouri [**Subchapter S corporation/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 RPA 1 and RPA 2 Projects.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the

Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

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

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

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

10. With respect to the initial Certificate of Reimbursable Redevelopment Project Costs only, at least \$ \_\_\_\_\_ in Reimbursable Redevelopment Project Costs have been paid or incurred.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

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

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

**ST. LOUIS DEVELOPMENT CORPORATION**

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

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

**CITY OF ST. LOUIS, MISSOURI**

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

## **Schedule 1**

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee Amount Description of Reimbursable Redevelopment Project Costs:

**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, Juniata/South Grand  
TIF Redevelopment Project Area Three Project  
(RPA 3 Project)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2007 (the "Agreement"), by and between the City and South Grand Community Improvement District, a Missouri political subdivision (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 RPA 3 Project.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the

Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

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

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

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

10. With respect to the initial Certificate of Reimbursable Redevelopment Project Costs only, at least \$ \_\_\_\_\_ in Reimbursable Redevelopment Project Costs have been paid or incurred.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

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

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

**ST. LOUIS DEVELOPMENT CORPORATION**

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

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

**CITY OF ST. LOUIS, MISSOURI**

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

## **Schedule 1**

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee Amount Description of Reimbursable Redevelopment Project Costs:

## EXHIBIT E

### Form of Certificate of Substantial Completion

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2007, 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 RPA 1 and RPA 2 Projects (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.

3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).

4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and incorporated herein by reference, certifying that the RPA 1 and RPA 2 Projects has been substantially completed in accordance with the Agreement.

5. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.

6. This Certificate of Substantial Completion is being issued by the Developer to the St. Louis Development Corporation and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the RPA 1 and RPA 2 Projects.

7. The acceptance (below) or the failure of the St. Louis Development Corporation 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 St. Louis Development Corporation and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

Upon such acceptance by the St. Louis Development Corporation 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 \_\_\_\_\_, \_\_\_\_.

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

**ACCEPTED:**

**ST. LOUIS DEVELOPMENT CORPORATION**

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

**CITY OF ST. LOUIS, MISSOURI**

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

(Insert Notary Form(s) and Legal Description)

## EXHIBIT E

### Form of Certificate of Substantial Completion

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2007, 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 RPA 3 Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and incorporated herein by reference, certifying that the RPA 3 Project has been substantially completed in accordance with the Agreement.
5. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
6. This Certificate of Substantial Completion is being issued by the Developer to the St. Louis Development Corporation and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the RPA 3 Project.
7. The acceptance (below) or the failure of the St. Louis Development Corporation 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 St. Louis Development Corporation and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

Upon such acceptance by the St. Louis Development Corporation 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 \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

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

**ACCEPTED:**

**ST. LOUIS DEVELOPMENT CORPORATION**

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

**CITY OF ST. LOUIS, MISSOURI**

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

(Insert Notary Form(s) and Legal Description)

## **EXHIBIT F**

### **Equal Opportunity and Nondiscrimination Guidelines**

In any contract for Work in connection with the RPA 1, RPA 2 and RPA 3 Projects related to any of the Property, the Developer of the respective Projects (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 St. Louis Development Corporation, the City and the United States of America, as their interest may appear in the RPA 1 and RPA 2 Projects.

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.

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

## EXHIBIT H

### MBE/WBE Utilization Statement

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

Project and Bid Identification:

Contracting Agency: \_\_\_\_\_

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

Letting Number: \_\_\_\_\_ Date: \_\_\_\_\_

Contract MBE/WBE Goal: 25% MBE and 5% WBE Participation

Total Dollar Amount of Prime Contract: \$ \_\_\_\_\_

Total Dollar Amount of Proposed MBE: \$ \_\_\_\_\_ Percent MBE \_\_\_\_\_

Total Dollar Amount of Proposed WBE: \$ \_\_\_\_\_ Percent WBE \_\_\_\_\_

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

**EXHIBIT I**

**Form of Assurance**

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: