Bill 9379

Clean Exhibits: Redevelopment Agreement

EXHIBIT A

REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	REDEVELOPMENT AGREEMENT
DATE OF DOCUMENT:	_____, 2019
GRANTOR:	CITY OF UNIVERSITY CITY, MISSOURI
GRANTOR'S MAILING ADDRESS:	6801 Delmar Boulevard University City, Missouri 63301 Attention: City Manager
GRANTEE:	U. CITY, L.L.C. U. CITY TIF CORPORATION
GRANTEE'S MAILING ADDRESS:	c/o Novus Development 20 Allen Avenue, Suite 400 Webster Groves, Missouri 63119 Attention: Jonathan Browne
RETURN DOCUMENTS TO:	Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102 Attention: Mark D. Grimm, Esq.
LEGAL DESCRIPTION:	See **Exhibit A**

REDEVELOPMENT AGREEMENT

between the

CITY OF UNIVERSITY CITY, MISSOURI,

and

U. CITY, L.L.C.

and

U. CITY TIF CORPORATION

dated as of

_____, 2019

OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN

RPA 1 REDEVELOPMENT PROJECT

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of this ____ day of _____, 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the "*City*"), **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "*Developer*"). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The City Council created the Tax Increment Financing Commission of the City of University City, Missouri (the "*TIF Commission*") and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "*TIF Act*").

B. On March 30, 2017, the City distributed a Request for Redevelopment Proposals concerning the redevelopment of the an area located immediately east of the I-170 and Olive Boulevard interchange (the *"Initial Proposal Area"*), and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the Municipal Code.

C. On May 1, 2017, Novus Development ("*Novus*") submitted a proposal to the City regarding the redevelopment of approximately 32 acres on the north and south sides of Olive Boulevard, east of I-170.

D. The City Council determined that it was in the best interests of the City and its residents to redevelop not only the Initial Proposal Area but also to provide funds for residential improvements, enhanced public improvements and services, and commercial development within a broader area. Accordingly, on March 2, 2018, the City published a Notice of Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of an area described herein as *"RPA 1"* and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

E. On March 28, 2018, the City published a Notice of Revised Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of RPA 1, and sent a copy of the Revised Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

F. On March 30, 2018, Novus timely submitted a proposal to the City (the "*Redevelopment Proposal*"). Novus desires to implement the Redevelopment Proposal through its affiliates, U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*").

G. At the request of the City, PGAV Planners prepared the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "*Redevelopment Plan*"), which provides for the demolition and clearance of the existing structures located within RPA 1 and the development of commercial and residential uses (as more fully described in the Redevelopment Plan, the *"RPA 1 Redevelopment Project"*).

H. The Redevelopment Plan also proposes redevelopment projects within (1) the largely residential area north of Olive Boulevard (as further described in the Redevelopment Plan, *"RPA 2"*) and (2) the Olive Boulevard commercial corridor east of RPA 1 (as further described in the Redevelopment Plan, *"RPA 3"*). RPA 1, RPA 2 and RPA 3 collectively constitute the "Redevelopment Area" described in the Redevelopment Plan. This Agreement does not grant the Developer any rights or privileges with respect to RPA 2 or RPA 3.

I. On May 23, 2018 and continued on June 6, 2018, June 22, 2018 and August 23, 2018, the TIF Commission held a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the redevelopment projects for each redevelopment project area, including the RPA 1 Redevelopment Project.

J. On August 23, 2018, the TIF Commission passed a resolution recommending, among other matters, that the City Council approve the Redevelopment Plan, designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the redevelopment projects for each redevelopment project area and adopt tax increment financing within each redevelopment project area.

K. On November 12, 2018, (1) Bill No. 9370 was introduced to approve the Redevelopment Plan and designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act and (2) Bill No. 9371 was introduced to approve the RPA 1 Redevelopment Project and adopt tax increment financing within RPA 1. On January 14, 2019, Bill No. 9379 was introduced to authorize the City to execute and enter into this Agreement.

L. On _____, 2019, after due consideration of the TIF Commission's recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted (1) Bill No. 9370 as Ordinance No. ____ approving the Redevelopment Plan and designating the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approving (2) Bill No. 9371 as Ordinance No. _____ approving the RPA 1 Redevelopment Project and adopting tax increment financing within RPA 1 and (3) Bill No. 9379 as Ordinance No. ____ authorizing the City to execute and enter into this Agreement.

M. The City Council hereby determines that the implementation of the RPA 1 Redevelopment Project and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

N. Pursuant to provisions of the TIF Act and Ordinance Nos. ____, _____ and _____, the City is authorized to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual 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:

"353 Approval Ordinance" means an ordinance to be adopted by the City Council approving a development plan and the real property tax abatement described in **Section 6.6** in accordance with the 353 Procedural Ordinance and Chapter 353.

"353 PILOT Payments" means a payment in lieu of tax to be paid for each of the first 10 years of the period described in **Section 6.6(c)**, equal to the difference between (a) the amount ad valorem real property taxes that would have been generated for the applicable year by multiplying the then-current tax rate by the initial equalized assessed valuation of the applicable Property, as certified pursuant to **Section 6.1(a)**, and (b) the Unabated Property Tax Payments for the applicable year.

"353 Procedural Ordinance" means Chapter 510 of the Municipal Code.

"*Acquisition Costs*" means all costs of acquiring the Property, including, but not limited to: cost of land and improvements, leasehold interests, and easement interests therein; brokerage commissions; costs of title commitments, reports or policies; surveys; environmental testing and remediation, soil and hazardous waste and other site and property related reports and expenses; appraisals; carrying costs (including the principal and interest components of any mortgage payments, but not including taxes, utilities or other operating costs); Relocation Costs; and professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards and other costs of condemnation proceedings, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

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

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

"Approved Site Plan" means the site plan or site plans reflecting one or more portions of the Work and the RPA 1 Redevelopment Project approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section 3.7**, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.7**.

"Available Revenues" means (a) all money on deposit from time to time (including investment earnings thereon) in (1) the PILOTS Account and (2) subject to annual appropriation, the EATS Account, the District Revenues Account and the City Revenues Account, and (b) any money in any other account of the Special Allocation Fund that has been appropriated to the repayment of the TIF Obligations, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District which suit or claim challenges the collection of such sum.

"Bond Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City and approved by the Developer 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 Financing Agreement" means an agreement between the City and the Developer setting forth the terms upon which TIF Bonds may be issued, in lieu of TIF Notes, prior to the completion of the RPA 1 Redevelopment Project.

"Bond Proceeds" means the net cash proceeds from the sale of TIF Bonds available for refunding of the TIF Notes or funding Reimbursable Redevelopment Project Cost (after deposit of funds for Issuance Costs, capitalized interest and debt service reserves), together with any interest earned thereon.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City's written acceptance thereof, will evidence Reimbursable Redevelopment Project Costs incurred.

"Certificate of Substantial Completion" means a document, substantially in the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City's written acceptance thereof or the City's deemed acceptance thereof as provided in **Section 3.10**, will evidence the Developer's satisfaction of all obligations and covenants to perform the Initial Work with respect to the North Phase or the South Phase, as applicable. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the RPA 1 Redevelopment Project or any portion thereof.

"Chapter 353" means The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended.

"CID Act" means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

"City" means the City of University City, Missouri, a home-rule city and political subdivision of the State of Missouri.

"City Attorney" means John F. Mulligan, Jr., Attorney at Law, or any other person or law firm appointed as the City Attorney pursuant to the Municipal Code.

"City Council" means the City Council of the City.

"City Manager" means the person duly appointed as City Manager pursuant to the Municipal Code.

"City Revenues" means an amount equal to the incremental revenues that are not TIF Revenues received by the City from the 1.0% countywide sales tax and the 0.5% capital improvements sales tax imposed that are generated within RPA 1, in excess of the amount of revenues generated from those taxes within RPA 1 in the year ended December 31, 2018. Notwithstanding anything to the contrary, if any retail establishment operating in the City, but outside RPA 1, as of the date of this Agreement, relocates to

RPA 1, the "City Revenues" shall be reduced by the amount of taxable retail sales attributable to such retail establishment for the calendar year immediately preceding the year in which such retail establishment relocates to RPA 1. For the purpose of this definition, "relocates" shall mean if a retail establishment operating in the City closes its business within one year of relocating to a facility within RPA 1 and the City Council makes a reasonable, good faith determination that the relocation is a direct beneficiary of tax increment financing pursuant to Section 99.805(4) of the TIF Act. So long as the City's share of the countywide sales tax and the capital improvements sales tax are distributed pursuant to a formula based on the City's population, the parties agree that City Revenues shall equal the City's share of (1) the countywide sales tax pool for the countywide sales tax (as calculated by St. Louis County, which such share is 4.707% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total countywide sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing) and (2) the countywide sales tax pool for the capital improvements sales tax (as calculated by the Missouri Department of Revenue, which such share is 11.466% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total capital improvements sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing).

"*City Revenues Account*" means an account of the Special Allocation Fund into which City Revenues shall be deposited from time to time in accordance with **Section 6.1**.

"Concept Site Plan" means the site development plan(s) set forth as **Exhibit B**, attached hereto and incorporated herein by reference, depicting the conceptual program for construction of the Work.

"Construction Inspector" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, at the City's sole cost and expense, and/or such individuals as may be designated to carry out inspections on behalf of the City's community development and public works and parks departments.

"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 the Municipal Code and this Agreement.

"Corporation" means the urban redevelopment corporation to be established by or at the behest of the Developer, or its permitted successors or assigns in interest.

"Cost-Benefit Analysis" means the "Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area Redevelopment Project Area One Cost/Benefit Analysis" dated June 4, 2018, prepared in association with the Redevelopment Plan and as may be amended from time to time.

"County Assessor" means the office of the St. Louis County Assessor or such other entity that may, from time to time, be responsible for determining the assessed value of the Property under applicable law.

"County Collector" means the office of the St. Louis County Collector of Revenue or such other entity that may, from time to time, be responsible for collecting 353 PILOT Payments and Payments in Lieu of Taxes under applicable law.

"Developer" means, collectively, U. City, L.L.C., a Missouri limited liability company, or its permitted successors or assigns in interest, and U. City TIF Corporation, a Missouri corporation, or its permitted successors or assigns in interest.

"Development Plan" means the plan approved by the 353 Approval Ordinance regarding the designation of all or a portion of the property within RPA 1 as an "urban redevelopment area" pursuant to Chapter 353, as such plan may from time to time be amended in accordance with Chapter 353 and the 353 Procedural Ordinance.

"District" means the community improvement district formed in connection with the RPA 1 Redevelopment Project pursuant to the CID Act and **Section 3.12**.

"District Expenses" shall have the meaning set forth in the District Project Agreement.

"District Hotel Assessments" means a special assessment imposed on all properties within the District that rent sleeping rooms to transient guests in the amount of $5.00 per occupied room or suite per night, as further described in **Section 3.12** and the District Project Agreement.

"District Project" means the improvements as described in the District Project Agreement, which improvements shall, in the opinion of counsel to the District, be qualified expenditures for the District under Missouri law, and for which the District is to reimburse the Developer for the costs thereof, all pursuant to the District Project Agreement. The parties acknowledge that the scope of the District Project is included within the scope of the RPA 1 Redevelopment Project.

"District Project Agreement" means the district project agreement to be entered into among the Developer, the District and the City, as described in **Section 3.12**, to be executed in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference.

"District Revenues" means, subject to **Section 3.12(e)**, any and all revenues generated by the District Sales Tax, District Special Assessments and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

"District Revenues Account" means an account of the Special Allocation Fund into which District Revenues are deposited from time to time.

"District Sales Tax" means the one percent (1.0%) community improvement district sales and use tax to be levied by the District in accordance with the CID Act.

"District Special Assessments" means the special assessments (other than the District Hotel Assessments) that may be levied, at the option of the District, against the owners of real property within the District, as may be permitted by the CID Act and this Agreement.

"EATS Account" means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Economic Activity Taxes" has the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation

of the District required by the Municipal Code or this Agreement for the implementation of the RPA 1 Redevelopment Project.

"IDA" means The Industrial Development Authority of the County of St. Louis, Missouri or another issuer of municipal bonds acceptable to the City and the Developer.

"Initial Work" means (i) acquiring the Property and (ii) undertaking all Work required to complete the construction of at least 200,000 square feet of commercial space in the North Phase (including retail space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease) and at least 100,000 square feet of residential/commercial space in the South Phase (including retail/commercial space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease).

"Issuance Costs" means all costs reasonably incurred by the City and/or the Developer and/or the District in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of financial advisors and consultants, the City's attorneys (including the City Attorney, issuer's counsel, Bond Counsel and disclosure counsel), the District's attorneys, the Developer's attorneys, the City's underwriter and underwriter's counsel, the City's administrative fees and expenses (including fees and costs of planning consultants and/or financial advisors), underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any official statements relating thereto. Issuance Costs includes all costs advances by the Developer under **Sections 2.2(b), (c)** and **(d)**.

"Maximum Reimbursement Amount" means $70,500,000 plus Issuance Costs.

"Minority Contractor/Workforce Agreement" means a written agreement between the Developer and the general contractor for the RPA 1 Redevelopment Project (which may be included in a construction contract or as a separate agreement) meeting the requirements of **Section 3.9(b)**.

"Municipal Code" means the University City Municipal Code, as may be amended from time to time.

"North Phase" means the portion of the RPA 1 Redevelopment Project located north of Olive Boulevard.

"Note Ordinance" means the ordinance of the City authorizing the TIF Notes, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

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

"Payments in Lieu of Taxes" or *"PILOTS"* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"PILOTS Account" means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Preliminary Funding Agreement" means the Preliminary Funding Agreement dated as of October 31, 2017, between the City and the Developer, as amended from time to time in accordance with its terms.

"Prime Rate" means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

"Project Fund" means the project fund created in the Note Ordinance.

"Project Lender" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer to be used for acquisition, development and/or construction of the RPA 1 Redevelopment Project and has secured such loan with a mortgage or security interest in the RPA 1 Redevelopment Project.

"Property" means all of the real property (including, but not limited to, all options held by third parties, fee interests, leasehold interests, tenant-in-common interests, easement interests, and such other like or similar interests) and existing improvements on the property in RPA 1, other than and excluding any public rights-of-way, easements and other real property interests that the Developer determines in its reasonable judgment are not necessary for the implementation of the RPA 1 Redevelopment Project and the Work.

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

"Redevelopment Area" means the area described in Attachment 2 to the Redevelopment Plan.

"Redevelopment Plan" means the plan entitled the "Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan," as approved by the City Council pursuant to the TIF Ordinances, as such plan may from time to time be amended in accordance with the TIF Act.

"Redevelopment Project Costs" has the meaning assigned to such term in Section 99.805 of the TIF Act.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs that are reimbursable to the Developer under **Article IV,** the Redevelopment Plan, the CID Act and the TIF Act in accordance with this Agreement.

"Related Party" means 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, or any party controlled by or under common control with the Developer.

"Relocation Costs" means all costs incurred to relocate the occupants of and businesses in RPA 1 in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys' fees, brokers' commissions and staff costs.

"Relocation Policy" means the relocation policy of the City set forth in Ordinance No. 6789, as supplemented by the policy set forth as **Exhibit I**, attached hereto and incorporated by reference.

"RPA 1" means the area described as such in the Redevelopment Plan and legally described on **Exhibit A**, attached hereto and incorporated by reference.

"RPA 1 Redevelopment Project" means the construction of the mixed-use development described and/or shown in the Redevelopment Plan and the Concept Site Plan, inclusive of the North Phase and the South Phase.

"RPA 2" means the portion of the Redevelopment Area described as RPA 2 in the Redevelopment Plan.

"RPA 3" means the portion of the Redevelopment Area described as RPA 3 in the Redevelopment Plan.

"RPA 2/3 Advance Amount" means the sum of $3,000,000 advanced by the Developer pursuant to **Section 2.3(a)**, which shall be used, subject to **Section 3.1(e)**, by the City to pay costs of redevelopment projects within RPA 2 and RPA 3.

"Special Allocation Fund" means the RPA 1 Account of the Olive Boulevard Commercial Corridor and Residential Conservation Special Allocation Fund authorized by the TIF Ordinances.

"South Phase" means the portion of the RPA 1 Redevelopment Project located south of Olive Boulevard.

"State" means the State of Missouri.

"Subordinate Notes" means all TIF Notes that are subordinate to TIF Bonds, as further described in **Section 5.2**.

"Tax-Exempt TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is excluded from gross income for federal income tax purposes.

"Taxable TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is not excluded from gross income for federal income tax purposes.

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

"TIF Bonds" means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

"TIF Commission" means the Tax Increment Financing Commission of the City of University City, Missouri.

"TIF Notes" means the tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance in substantially the form as set forth in **Exhibit E**, attached hereto and incorporated herein by reference, to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act, the CID Act and this Agreement.

"TIF Obligations" means, collectively, the TIF Notes and the TIF Bonds.

"TIF Ordinances" means Ordinance No. _____ adopted by the City Council on _____, 2019, adopting the Redevelopment Plan and designating the Redevelopment Area and Ordinance No. _____ adopted by the City Council on _____, 2019, approving the RPA 1 Redevelopment Project and authorizing tax increment financing within RPA 1.

"TIF Revenues" means, collectively, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

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

"Unabated Property Tax Payments" means:

(a) for each of the first ten years of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured solely by the assessed valuation of the land, exclusive of improvements, in the calendar year preceding the calendar year in which the Corporation acquired such portion of the Property; and

(b) for each subsequent year until the conclusion of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured by the assessed valuation of such Property (inclusive of land and improvements) as determined by the St. Louis County Assessor on the basis of 50% of true of the true value of such Property.

"Work" means all work necessary to prepare RPA 1 and to construct the RPA 1 Redevelopment Project, including but not limited to:

(a) demolition, excavation, mobilization and removal of all existing buildings and improvements located on the Property and clearing, grading and site preparation of the Property;

(b) construction of public improvements on the Property as follows:

(1) storm and sanitary sewers, stormwater control, detention facilities and other infrastructure improvements required to obtain all necessary approvals and permits,

(2) construction, reconstruction and/or relocation of utilities, including the burying of utility lines (to the extent permitted by the applicable utility companies), and

(3) all other water, sewer, street and other infrastructure required to accommodate all of the uses to be developed on the Property; and

(c) construction of office, commercial, retail, restaurant, multi-family and other uses as set forth on the Approved Site Plan and as otherwise described for RPA 1 in Redevelopment Plan, or as reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to acquire the Property and perform the Work in accordance with the Approved Site Plan, the Redevelopment Plan, the

Development Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan, the Development Plan or the RPA 1 Redevelopment Project as would, in the opinion of the City Attorney or special counsel retained by the City, require an amendment to the Redevelopment Plan or the Development Plan.

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

(a) *Advances Under Preliminary Funding Agreement.* The Developer, under the Preliminary Funding Agreement, has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement the aggregate sum of $251,066.75 for certain Redevelopment Project Costs comprised of City planning, legal, administrative and other costs associated with the RPA 1 Redevelopment Project, the Redevelopment Plan, the Cost-Benefit Analysis and the negotiation of this Agreement. As of the date of this Agreement, $0 remains under the Preliminary Funding Agreement. The obligations of the parties under the Preliminary Funding Agreement are deemed fully performed and shall be merged into and superseded by this Agreement. Any portion of the funds that are not spent by the time this Agreement is executed may be applied in the same manner as funds received pursuant to (b) below.

(b) *Advances Upon Execution of Agreement.* Upon execution of this Agreement, the Developer agrees to advance to the City the sum of $50,000.00 to pay (1) the City's reasonable planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement (including, without limitation, the enforcement of any performance bond and the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans), the defense of the TIF Ordinances relating to RPA 1, the 353 Approval Ordinance, the Redevelopment Plan, the Development Plan and this Agreement, and the creation of the District; provided, however, that administrative costs and expenses shall not include any portion of salary and benefit costs related to City staff. If the amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount requested by the City within ten (10) days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement.

(c) *Advances Upon Issuance of Notes.* Upon the initial issuance of the TIF Notes, the Developer agrees to pay to the City an amount not to exceed $75,000.00 for the payment or reimbursement of reasonable fees and expenses incurred by the City relating to such TIF Notes and any other reasonable costs related to the approval of this Agreement to the extent they are not already provided for by subsection (b) above; provided, however, that such costs and expenses shall not include any portion of salary and benefit costs related to City staff.

(d) *District Creation and 353 Approval Costs.* The Developer shall pay or cause to be paid all reasonable costs incurred by the City in connection with the creation of the District and the approval of the Development Plan and real property tax abatement pursuant to Chapter 353; provided, however, that administrative costs and expenses shall not include any portion of

salary and benefit costs related to City staff. The Developer may seek reimbursement of costs related to the creation of the District from the District to the extent available and consistent with this Agreement and the District Project Agreement.

(e) *No Waivers.* Payment of any advance under this Section will not waive any application fee or other cost to the Developer associated with any Governmental Approvals required by the Municipal Code, including but not limited to application fees for zoning changes and costs of traffic studies and landscape review.

(f) *Return of Excess Funds.* Within 30 days after the City's acceptance of the final Certificate of Substantial Completion or deemed acceptance thereof and the approval of the final Certificate of Reimbursable Redevelopment Project Costs, the City shall remit to the Developer any amounts that have been advanced under paragraphs (a), (b), (c) or (d) and that have not been spent for costs incurred by the City pursuant to such paragraphs.

(g) *Advances to be Reimbursable.* To the extent permitted by law, all sums advanced or deemed advanced by the Developer under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations issued as provided herein or from District revenues as District Expenses.

2.3. Funding of RPA 2 and RPA 3 Costs. Consistent with the Redevelopment Plan and the TIF Commission's recommendation for funding at least $10,000,000 of Redevelopment Project Costs for RPA 2 and $5,000,000 of Redevelopment Project Costs for RPA 3, the City and the Developer hereby commit as follows:

(a) Simultaneous with the Developer's sale or lease to the end-user or tenant of the North Phase Anchor site, as shown on the Concept Site Plan (i.e., an end-user or tenant that will occupy at least 100,000 square feet) of that portion of the Property on which the Anchor site is to be located, the Developer shall pay, or cause to be paid, to the City an amount equal to the RPA 2/3 Advance Amount. The Developer's obligation under this subparagraph is not subject to extension pursuant to **Section 7.7**.

(b) Up to $200,000 annually shall be applied to the payment of Redevelopment Project Costs for RPA 2 until tax increment financing is terminated for RPA 1. Such amount shall be funded from City Revenues, except that (1) if City Revenues are less than or equal to $108,000, then $92,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund and (2) if City Revenues are greater than $108,000 but less than $200,000, an amount equal to $92,000 *less* the difference between City Revenues and $108,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund.

(c) The City will commit (1) all other legally available incremental revenues derived from RPA 1, other than Available Revenues, and (2) any TIF Revenues generated from RPA 2 and RPA 3, other than the amounts to be declared as "surplus" as described in the Redevelopment Plan, until tax increment financing in the applicable redevelopment project areas is terminated.

The City will use all of the above-described moneys to pay Redevelopment Project Costs associated with RPA 2 and RPA 3, as described in the Redevelopment Plan.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Ownership and Acquisition of Property.

(a) *Control of Property.* As of the date of this Agreement, the Developer represents that it has acquired or has valid, enforceable options to acquire the fee title to [54] parcels within RPA 1. The Developer shall have the right to encumber its interest in the Property concurrently with the acquisition of the Property.

(b) *Acquisition of Property.* The Developer will continue its efforts to acquire the Property by negotiation. If the Developer is unable to acquire the Property by negotiation, it may request in writing that the City initiate condemnation proceedings for the acquisition of one or more of those parcels. Failure to acquire title or valid enforceable options to acquire title to the Property or request that the City initiate condemnation proceedings for the Property within 12 months after the date of this Agreement will result in the automatic termination of this Agreement; provided, however, the City Council may, in its sole discretion, extend such date by resolution. Notwithstanding the time limit set forth in the preceding sentence, the parties acknowledge and agree that condemnation may be required to clear title on certain parcels or condemn easements and that the Developer may request that the City initiate condemnation proceedings pursuant to subsection (c) below for the purpose of clearing title or condemning easements more than 12 months after the date of this Agreement. Notwithstanding any provision of this Agreement to the contrary, **no eminent domain of owner-occupied single-family residential structures will be permitted**, except for the purposes of clearing title or condemning easements, except as determined by the City Council in its sole and absolute discretion.

(c) *Condemnation Proceedings.*

(1) Before the City authorizes the initiation of condemnation proceedings for any parcel of Property, the Developer shall:

(A) if so requested by the City Manager within 15 days after the Developer's request for condemnation, use reasonable efforts to arrange a meeting between the applicable property owner and the City Manager within 15 days;

(B) provide such evidence as the City Attorney or special counsel retained by the City may reasonably require demonstrating that the jurisdictional and statutory prerequisites necessary for the initiation of such condemnation proceedings, including the requirement to negotiate in good faith, have been satisfied; and

(C) provide the City, acting through the City Attorney or special counsel retained by the City, the right to inspect any documentation relating to the Developer's efforts to acquire the parcel or parcels, which are to be part of the proceeding, and to set reasonable requirements regarding further documentation from the Developer.

(2) Subject to the foregoing, the City shall, within 30 days after the Developer's request, authorize the initiation of condemnation proceedings by causing petition(s) to be filed in the St. Louis County Circuit Court. Except as otherwise provided in this Agreement or as may be provided by law, the Developer, as the City's agent, shall control all condemnation proceedings and shall diligently prosecute all such proceedings; provided, however, that the selection of

attorneys to prosecute any condemnation proceedings shall be subject to approval by the City Attorney or special counsel retained by the City, such approval is hereby provided for Carmody MacDonald P.C. and, otherwise, not to be unreasonably withheld, conditioned or delayed. The City agrees to cooperate in such proceedings and to execute all pleadings and other documents that may be necessary and/or required before and during the prosecution of such proceedings. During the condemnation proceedings, the Developer agrees to consult with the City regarding recommendations by consultants to the Developer as to the fair settlement value of each such case. Advice and consultation with the City shall continue throughout such proceedings. The City shall, upon initiation of the condemnation proceedings, designate in writing to the Developer an individual who is authorized to represent the City in consultations with the Developer and its counsel. Upon the City's request, the Developer shall provide copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings for the City's inspection. The Developer shall pay all costs reasonably incurred by the City in connection with any condemnation action.

(3) Within 180 days after any commissioners' award the Developer shall either: (A) abandon the condemnation action; (B) settle the action; (C) file exceptions to the commissioners' award without paying the award; or (D) file exceptions and pay the amount of any commissioners' award issued either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award to the Clerk of the Circuit Court, which payment the City will make immediately. Notwithstanding the foregoing, if the Developer terminates any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer shall continue to diligently prosecute any other condemnation proceedings pending at such time. Upon request of the Developer after payment of any commissioners' award or settlement, the City shall promptly, at a time and place designated by the Developer, convey to the Developer by quit claim deed all right, title and interest in and to any such parcel acquired in connection with or as a result of the condemnation proceeding. The City agrees to the conveyance of the condemned property and to tender into escrow a fully approved and executed quit claim deed, which escrow shall provide for the release of such instrument upon the pay-in of the award or settlement, so long as the Developer is not in default under this Agreement or the TIF Act.

(4) Notwithstanding anything to the contrary in this Agreement, the Developer shall be responsible for all attorneys' fees, penalties, damages and other costs associated with the abandonment of any condemnation proceedings or the prior acquisition of any property within RPA 1 resulting from the Developer's decision to terminate this Agreement as described in **Section 3.1(c)(3)(A)** above. This provision shall survive the termination of this Agreement.

(d) *Actions to Clear Title, Condemn Easements, etc.* Upon written request from the Developer, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity, as may be necessary for the orderly acquisition of the property necessary for the RPA 1 Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with subsection (c) to the extent possible with respect to the property interest sought to be condemned.

(e) *Security for Developer's Condemnation Obligations.*

(1) Before the City files any proceedings to exercise the City's power of eminent domain pursuant to this **Section 3.1**, the Developer shall provide the City with an irrevocable letter of credit, naming the City as beneficiary, in an amount equal to $1,000,000. Within 15 days

after any commissioners' award respecting fee title to any portion of the Property, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to $2,000,000 or a replacement letter of credit in an amount equal to $2,000,000. On or before the day on which possession of any portion of the Property for which there has been a commissioners' award is delivered to the Developer, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to $3,000,000 or a replacement letter of credit in an amount equal to $3,000,000. The letter(s) of credit and all amendments thereto shall be in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion. If the amended or replacement letter of credit, in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion, are not delivered to the City before expiration of the prescribed time, then notwithstanding any other provision herein, the City may, without further action by the Developer, abandon and terminate all pending condemnation actions. Once issued, the letter(s) of credit shall remain outstanding until the earlier of (1) the City's receipt of the amount to be paid by the Developer pursuant to **Section 2.3(a)** or (2) five years after (A) all commissioners' awards respecting the Property have been liquidated, settled, compromised or otherwise resolved and paid or (B) the Developer has abandoned all condemnation actions and paid all costs of such condemnation actions (including any interest awards), unless during such period any claims have been made against the City relating to or arising from the use of condemnation pursuant to this Agreement, in which case the letter(s) of credit shall remain outstanding until such claims are resolved.

(2) Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold harmless the City for any liability relating to or arising from the use of condemnation pursuant to this Agreement, including but not limited to jury awards and interest on condemnation awards. The breach of this covenant shall give rise to the City's right of termination pursuant to **Section 7.2**, in addition to any other remedy that the City may have at law or in equity. The City may use letter(s) of credit and/or the RPA 2/3 Advance Amount to pay any liability arising from any condemnation action associated with the RPA 1 Redevelopment Project; provided, the use of the RPA 2/3 Advance Amount for that purpose shall not relieve the Developer of, and shall not be credited toward, the Developer's obligation to indemnify and hold harmless the City as provided herein. If the Developer breaches its covenants as provided herein, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or for Reimbursable Redevelopment Project Costs incurred or paid by the Developer, and any TIF Notes issued pursuant to this Agreement shall be deemed cancelled.

(f) *Transfer of Title to Corporation.* Following the acquisition thereof by the Developer, the Developer shall transfer fee title to the Property to the Corporation for the purposes of initiating real property tax abatement as provided in Chapter 353 and **Section 6.6** of this Agreement. Immediately after acquiring title to the Property, the Corporation shall transfer fee title to the Property back to the Developer or a Related Party.

3.2. Relocation Assistance.

(a) The Developer shall relocate those occupants or businesses displaced from any portion of the Property acquired by the Developer in accordance with the Relocation Policy and applicable law, except as may otherwise be agreed in writing by such displaced occupant or business and approved in writing by the Developer, it being understood and agreed that, to the extent permitted by law, any displaced occupant or business may waive certain rights to statutory and other relocation benefits under the Relocation Policy or otherwise. The Developer will reasonably cooperate with the City to encourage businesses and residents that are displaced from RPA 1 to relocate within the City. All payments, costs

and expenses described in the Relocation Policy that exceed the requirements of Missouri law shall be paid by the City.

(b) Within 30 days after the date of this Agreement, the Developer shall engage a third-party relocation specialist that has significant experience complying with federal, state and local relocation policies and is acceptable to the City to ensure compliance with the Relocation Policy. The City hereby approves Development Resource Partners LLC.

(c) The Developer shall make commercially reasonable offers to restaurant tenants currently located in Jeffrey Plaza to relocate to locations in the South Phase. The Developer will allow the tenants to initially pay their current rental rate and thereafter increase to market rental rate over a period of not less than two years, as mutually agreed to by the Developer and the tenant. The City is not responsible for any costs pursuant to this paragraph.

3.3. Project Construction.

(a) The Developer shall use reasonable efforts to:

(1) acquire title or valid enforceable options to the Property or request the City to initiate condemnation proceedings for the Property within 12 months after the date of this Agreement;

(2) commence the construction of the RPA 1 Redevelopment Project within 18 months after the date of this Agreement; and

(3) complete the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) no later than December 31, 2022.

For the purposes of clause (2), commencement of construction will be deemed to have occurred when (A) the Developer provides to the City an executed contract for the demolition of the existing structures in the North Phase and the necessary site work to prepare the North Phase for construction of the North Phase portion of the RPA 1 Redevelopment Project and (B) the on-site work under such contract begins.

(b) The Developer and its project teams shall (1) submit monthly written reports to the City Council regarding the status of constructing the RPA 1 Redevelopment Project and leasing the commercial space included therein (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which is prohibited or will harm lease negotiations or other business relationships) and (2) upon reasonable notice, meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

3.4. Construction Contracts; Insurance. The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer shall comply with the Minority Contractor/Workforce Agreement and state that the

contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and, upon written request of the City, shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.

3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all applicable federal, State and local laws relating to the construction of the RPA 1 Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the RPA 1 Redevelopment Project or portions thereof. For avoidance of doubt, the City acknowledges that its ordinances relating to competitive bidding do not apply to contracts or purchases by private property owners or tenants for their property.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the RPA 1 Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.6. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.7. Concept Site Plan; Approved Site Plan; Zoning. The Concept Site Plan is attached as **Exhibit B** hereto. The Developer agrees that it will pursue planned development district zoning for the RPA 1 Redevelopment Project and will comply with all City ordinances relating thereto. Any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act. The Parties agree that the Approved Site Plan shall govern the ultimate design and construction of the RPA 1 Redevelopment Project. The City shall, subject to all applicable laws, not unreasonably refuse to vacate streets, alleys and other rights-of-way necessary for the RPA 1 Redevelopment Project.

3.8 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State of Missouri. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Commissioner or his designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.3**, subject to **Section 7.7**. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, 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 the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 1 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the RPA 1 Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.9. Special Development Conditions; Use of Minority Contractors; First Source Employment.

(a) *Special Development Conditions.*

(1) The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that the RPA 1 Redevelopment Project will be of a high quality and will include enhanced aesthetic features, including facades, landscaping, bicycle parking and access from the Centennial Greenway. Additionally, the RPA 1 Redevelopment Project will incorporate the special development conditions described on **Exhibit G**, attached hereto and incorporated herein by reference, which the City may waive in its sole and absolute discretion. The Developer and the City acknowledge and agree that any requirement for enhanced aesthetic features or incorporation of the special development conditions described on **Exhibit G** shall not apply to the construction of the building or other site improvements related to the North Phase Anchor site, as shown on the Concept Site Plan, provided that the building and site improvements that are developed on such North Phase Anchor site by or on behalf of the end-user of such North Phase Anchor site are of a quality that is comparable to buildings and site improvements occupied by the end-user at its other locations in the Midwest region. The Developer and the City further acknowledge and agree that any such building constructed on the North Phase Anchor site shall have exterior wall signs that are of a size and materials that are comparable to exterior wall signs located at buildings and site improvements occupied by the end-user at its other locations in the Midwest region.

(2) The Developer will provide notice to the City of any meetings between the Developer and the Missouri Department of Transportation regarding signalization and lane improvements/changes to Olive Boulevard.

(3) Unless otherwise approved in writing by the City, any hotel developed within RPA 1 will initially be developed as a national flag hotel with an (A) American Automobile Association (or similar rating agency) rating of three diamonds or higher or (B) "upper midscale" or higher designation on the Smith Travel Research, Inc. (or similar rating agency) STR U.S. Chain Scales.

(4) The Developer will cooperate with the City and Great Rivers Greenway regarding the construction of a pedestrian pathway across the South Phase at a mutually-

agreeable location to connect with the Centennial Greenway, as a trailhead and/or as a potential future connection to a connecting trail at the Ruth Park Woods. The Developer is not required to incur any costs of designing or constructing the pathway, but agrees to convey an interest in the property on which the pathway will be located to the City or Great Rivers Greenway. The Developer is not required to maintain the trail.

(b) *Minority Contracting.*

(1) Notwithstanding anything else to the contrary contained in this Agreement, the Developer may not commence any demolition or construction activities until (i) the Developer and the Developer's general contractor enter into a Minority Contractor/Workforce Agreement reasonably acceptable to the City and the Developer and (ii) the Developer or the Developer's general contractor has developed a utilization plan reasonably acceptable to the consultant identified in the Minority Contractor/Workforce Agreement.

(2) The Minority Contractor/Workforce Agreement shall contain, but not be limited to, the following terms:

(A) The Developer and the Developer's general contractor shall use commercially reasonable efforts to contract with minority and women subcontractors in the percentages shown on **Exhibit J**, attached hereto and incorporated herein by reference. If the City determines that the Developer's general contractor has failed to use commercially reasonable efforts to meet those percentages, the Developer and the Developer's general contractor will be prohibited from bidding on any City construction contracts for a period of five years.

(B) During the construction of the RPA 1 Redevelopment Project, the Developer or the Developer's general contractor shall provide written quarterly reports to the City, detailing their usage of minority and women subcontractors and their progress toward meeting goals described in **Exhibit J** and the hiring of any City residents as part of the U City First Hiring Initiative defined in (c) below.

(C) The identity of a consultant, which shall be paid by the Developer, to assist the City in monitoring the Developer's and their general contractor's compliance with the Minority Contractor/Workforce Agreement.

(3) The City and the Developer acknowledge and agree that the requirements of **Section 3.9(b)(1)-(2)** shall not apply to the building or other site improvements related to the North Phase Anchor site that are designed and constructed by the end-user or its contractors.

(c) *First Source Employment.* The City will establish a program reasonably acceptable to the Developer to recruit City residents, with a particular emphasis on Third Ward residents, for jobs associated with the construction and operation of the RPA 1 Redevelopment Project (the *"U City First Hiring Initiative"*). The Developer shall require participation in the U City First Hiring Initiative by all contractors associated with the Developer's construction of the RPA 1 Redevelopment Project. The Developer shall request but not require participation in the U City First Hiring Initiative by all tenants or purchasers renting or purchasing portions of the RPA 1 Redevelopment Project from the Developer.

3.10. Tenant Selection. Unless approved in writing by the City, the following types of uses shall not be permitted within RPA 1: adult entertainment, adult bookstores, pawn shops, payday loan, title loan, check-cashing and similar uses, and tattoo shops.

3.11. Certificate of Substantial Completion.

(a) Promptly after substantial completion of each of the Initial Work for the North Phase and the Initial Work for the South Phase, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference.

(b) The appropriate City official shall, within 30 days following delivery of the Certificate of Substantial Completion, make such inspections as may be reasonably necessary to verify to its reasonable satisfaction the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 15 days from receipt of such notice to accept or reject the applicable Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such additional 15-day period, the appropriate City official accepts or rejects the Certificate of Substantial Completion. If the appropriate City official rejects a Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Initial Work for the North Phase or the South Phase, as applicable, in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of the additional 15-day period referenced above without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Initial Work for the North Phase or South Phase, as applicable.

(c) Upon acceptance (or deemed acceptance) of any Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work in accordance with this Agreement.

3.12. Community Improvement District.

(a) The Developer shall petition the City for the creation of the District following its acquisition of the Property. The District's boundaries shall cover all portions of the Property that would be reasonably expected to generate District Revenues if included in the District.

(b) The Developer shall and shall cause the District, promptly following its formation and constitution of a board of directors, to:

(1) authorize and enter into the District Project Agreement, and

(2) take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to impose:

(i) the District Sales Tax in the amount of one percent (1.0%); and

(ii) if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments in the amount of $5.00 per occupied sleeping room or suite per night.

(c) The parties agree that the Developer, so long as it or a Related Party owns real property or a business operating in the District, shall be authorized to designate a majority of the governing body of the District.

(d) The City acknowledges that the District is integral to the financing of the RPA 1 Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District.

(e) Until the TIF Obligations are paid in full, the District shall not issue any bonds or notes or incur any other obligations without the prior written consent of the City, which may be withheld in its sole and absolute discretion. After the TIF Obligations are paid in full, the District may issue bonds, notes and other obligations as it determines appropriate; however, the District will not issue any tax-exempt bonds, notes or obligations without the City's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

(f) The parties agree that 50% of the District Revenues attributable to the District Sales Tax will constitute Economic Activity Taxes and will be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund pursuant to **Section 6.1** (and the Developer will cause the District to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act). In addition, the Developer will cause the District to transfer all other District Revenues (i.e., the portion of District Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, the District Hotel Assessments and the District Special Assessments) to the City or to any Trustee for any TIF Obligations in accordance with **Section 6.2**. Once all TIF Obligations have been repaid, the District may use District Revenues for any purpose permitted by the CID Act and the petition providing for the creation of the District, but, with respect to the North Phase Anchor site, only with the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall be required only if the end-user of the North Phase Anchor site at the time that all TIF Obligations have been repaid is the same end-user that the parties hereto anticipated would initially acquire the North Phase Anchor site from the Developer.

3.13. No Other Special Districts; No Other Fees, Assessments or Taxes. The Developer and the City acknowledge and agree that, except for the District formed in accordance with **Section 3.12**, neither the Developer nor the City shall petition for or consent to the formation of any special districts, including without limitation any community improvement districts, transportation development districts or neighborhood improvement districts, that include the North Phase Anchor site in their boundaries without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. So long as the Developer owns any portion of the Property, the Developer and the City shall not take any affirmative action to authorize or voluntarily agree or otherwise consent to the imposition of any additional fees, assessments or taxes on the North Phase Anchor site, except for the District Sales Tax and the District Hotel Assessments identified in **Section 3.12** without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior

written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. Nothing in this Section shall prohibit the City from authorizing additional fees, assessments or taxes on the North Phase Anchor site, provided that such fees, assessments or taxes are applicable throughout the entire City and become effective only upon the approval of a ballot question by the requisite percentage of registered voters at a City-wide election.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from the proceeds of the TIF Notes and/or TIF Bonds as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount (plus Issuance Costs and accrued interest on any TIF Notes).

4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805 of the TIF Act, plus Issuance Costs and accrued interest on the TIF Notes. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City, no more frequently than once per month, a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 15 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the Developer in writing within 15 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 15 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 15 days of submission, the Developer shall notify the City in writing of the City's failure to take action and shall advise the City that the City's failure to take action within an additional 7 days will result in the deemed approval of the Certificate of Reimbursable Redevelopment Project Costs. If the City fails to approve or disapprove of the Certificate of Reimbursable Redevelopment Project Costs within the additional 7-day period, the City shall be deemed approved. Notwithstanding anything to the contrary above, (1) the maximum amount of reimbursement for Reimbursable Redevelopment Project Costs shall not exceed the sum of the Maximum Reimbursement Amount (plus Issuance Costs) and the RPA 2/3 Advance Amount, and (2) no reimbursement shall be permitted for any costs related to the

vertical construction of buildings. Subject to the foregoing, the City acknowledges and agrees that all of the Acquisition Costs associated with the RPA 1 Redevelopment Project and the RPA 2/3 Advance Amount are Reimbursable Redevelopment Project Costs.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement, has been incurred and paid by the Developer, and has not been reimbursed by the City or the District. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to **Section 2.2(b)**.

4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the TIF Notes issued by the City for Reimbursable Redevelopment Project Costs are payable only from Available Revenues and Bond Proceeds, and not from any other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes. Subject to the limitations contained herein, so long as no default by the Developer has occurred and is continuing hereunder, the City will issue the TIF Notes, in the form substantially similar to **Exhibit E**, attached hereto and incorporated herein by reference, to an Original Purchaser to evidence reimbursement of Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount plus Issuance Costs as provided herein. The City may issue the TIF Notes in either a taxable and/or a tax-exempt series.

(a) *Terms*. The TIF Notes shall have the following terms:

(1) The TIF Notes shall bear interest at a variable rate equal to (i) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the TIF Notes (in the opinion of Bond Counsel) is not excluded from gross income for federal income tax purposes (the "*Taxable Rate*"), or (ii) the Taxable Rate less 150 basis points, if the interest on the TIF Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the "*Tax-Exempt Rate*").

(2) Notwithstanding any provision herein to the contrary, (i) in no event shall the interest rate on the TIF Notes exceed the maximum rate permitted by law and (ii) in no event shall the interest rates on the TIF Notes at the date of issuance thereof exceed the rates that, based on the Developer's reasonable projections of Available Revenues, would enable the TIF Notes to be paid in full before the stated maturity thereof.

(3) Interest on the TIF Notes shall be compounded semi-annually.

(4) All TIF Notes shall have a stated maturity equal to the longest period permissible under the TIF Act.

(b) *Issuance of the TIF Notes for the RPA 2/3 Advance Amount*. Following the approval of the Note Ordinance, the City shall issue TIF Notes in an amount equal to the RPA 2/3

Advance Amount when the Developer pays, or causes to be paid, the RPA 2/3 Advance Amount pursuant to **Section 2.3(a)**.

(c) *Conditions Precedent to Issuance/Endorsement of Remaining TIF Notes.* The TIF Notes in excess of the RPA 2/3 Advance Amount shall not be issued/endorsed until the following occur:

(1) the Developer has acquired, or simultaneously with the issuance of the TIF Notes will acquire, at least 14 acres of Property in the North Phase and at least 10 acres of Property in the South Phase;

(2) evidence that the Developer has closed or, simultaneously with the issuance of the TIF Notes, will close, on the private financing for the Initial Work, which includes not less than a 10% equity investment in the form of cash or cash equivalent;

(3) a Minority Contractor/Workforce Agreement reasonably acceptable to the City and the Developer has been executed, and the consultant identified in the Minority Contractor/Workforce Agreement has approved the Developer's or general contractor's utilization plan;

(4) the Developer has agreed in writing to the terms of the U City First Hiring Initiative described in **Section 3.9(c)**; and

(5) the City has approved the Note Ordinance.

Within 10 days after the above requirements have been satisfied and the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs, the City shall issue the TIF Notes, or endorsements to outstanding TIF Notes, subject to the limitations of **Article IV** and this Section, and 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.

(d) *Holdback.* The principal amount of the TIF Notes shall not be endorsed above $55,500,000 plus Issuance Costs until:

(1) the Developer provides evidence to the reasonable satisfaction of the City Attorney or special counsel retained by the City that the Developer has entered into lease agreements or sale contracts pursuant to which (A) a third party is obligated to commence construction of either (i) a senior living facility of not less than 60,000 square feet or (ii) a movie theatre of not less than 35,000 square feet in the South Phase within 24 months after the Developer acquires the Property upon which the senior living facility or movie theatre will be located, (B) a third party is obligated to commence construction of a hotel of not less than 60 rooms in the South Phase within 24 months after the Developer acquires the Property upon which the hotel will be located, and (C) the Developer is obligated to commence construction of not less than 20,000 square feet of additional commercial space in the South Phase within 12 months after the Developer acquires the Property upon which tenants will be located; provided, however, notwithstanding the foregoing, subject to the approval of the City Manager in his sole and absolute discretion, the Developer may substitute other commercial construction in lieu of one or all of the foregoing; and

(2) the District Sales Tax and, if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments have been duly approved by the requisite actions of the District's governing body, property owners and qualified voters.

Notwithstanding anything contained herein to the contrary, the principal amount of the TIF Notes may be endorsed by the RPA 2/3 Advance Amount (to a maximum of $58,500,000 plus Issuance Costs) if the conditions set forth in **Sections 5.1(d)(1)** and **(2)** above have not occurred but the Developer pays, or causes to be paid, the RPA 2/3 Advance Amount pursuant to **Section 2.3(a)**.

5.2. TIF Bonds.

(a) *When Issued.*

(1) The City, at its discretion, may issue or cause to be issued TIF Bonds at any time, including prior to completion of any of the Work. Such TIF Bonds may be issued in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes or to fund any portion of the Work. If TIF Bonds are issued before the receipt of Certificates of Substantial Completion for both the North Phase and the South Phase (either to refund previously issued TIF Notes or in lieu of TIF Notes), the City and the Developer must enter into a mutually-agreeable Bond Financing Agreement, setting forth the terms upon which the Bond Proceeds will be made available to the Developer to fund portions of the Work and/or reimburse the Developer for previously-incurred Reimbursable Redevelopment Project Costs.

(2) Notwithstanding anything to the contrary contained herein, after the acceptance of the Certificates of Substantial Completion, the City will use its best efforts to issue or cause to be issued TIF Bonds in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes, provided that the market conditions are such that the payment terms of the TIF Bonds are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes.

(3) Alternatively, the Developer may, with the City's consent, request the IDA to issue TIF Bonds in an amount sufficient to refund all or a portion of the outstanding TIF Notes.

(4) The Developer may, from time to time, make a written request of the City for the issuance of the TIF Bonds, provided that the City shall have no obligation to issue the TIF Bonds except in accordance with this Section.

(5) Notwithstanding the foregoing, no TIF Bonds shall be issued by the City or the IDA until such time as:

(A) the City has received the consents required pursuant to **Section 6.1(c)**, if any; and

(B) the City has received such other certificates, statements, receipts and documents as may be reasonably required by the underwriter or other purchaser in connection with its purchase of the TIF Bonds or by Bond Counsel to deliver its opinion to the effect that the TIF Bonds constitute valid and legally binding special, limited obligations of the City.

(b) *Subordinate Notes.* If the maximum amount of TIF Bonds possible is insufficient to refund all TIF Notes, then any TIF Notes that are not refunded will become or be reissued as Subordinate Notes in accordance with this subparagraph. Unless the Developer otherwise consents, the Subordinate Notes will be fully subordinated to the TIF Bonds as to principal, but interest on the Subordinate Notes shall be paid before principal is paid on the TIF Bonds. The Subordinate Notes shall have the same outstanding principal amount as the TIF Notes that they redeem or replace, shall have a stated maturity equal to the longest period permissible under the TIF Act and shall bear interest at the fixed rate of 8.00% per annum.

5.3. Cooperation in the Issuance of TIF Obligations.

(a) If the City or the IDA issues TIF Bonds, the Developer covenants to cooperate, and to cause the District to cooperate, and take all reasonable actions necessary to assist the City and Bond Counsel, 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 Bonds, including (1) disclosure of tenants of the Property and the non-financial terms of the leases between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Bonds. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases described above. Unless otherwise required by law, the Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the 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. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided that the end-user of the North Phase Anchor site shall not be subject to such compliance obligation except for the obligation to provide the information required by **Section 6.4**.

(b) If the IDA issues the TIF Bonds, the City covenants to cooperate and take all actions reasonably necessary to assist the IDA in the issuance of the TIF Bonds. The maturity date of any TIF Bonds issued by the IDA may be later than _____, 2042 (i.e., 23 years from the adoption of the TIF Ordinances), but the City's obligation to contribute TIF Revenues and City Revenues to the repayment of such TIF Bonds issued by the IDA shall terminate no later than _____, 2042. Any TIF Bonds outstanding after such date shall be payable from District Revenues only.

(c) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that, if recommended by Bond Counsel, TIF Obligations may be issued in separate series payable from separate portions of the Available Revenues (for example, Bond Counsel may recommend a separate series of TIF Obligations payable only from District Revenues).

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate.

(a) The City shall select, in its sole discretion, following consultation with the Developer, Bond Counsel, underwriters, financial advisors, the trustee and consultants as the City deems necessary for the issuance of the TIF Bonds. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement.

(b) The City will promptly notify the Developer if the selected underwriting firm or other prospective purchaser of the TIF Bonds determines that it is not able to purchase TIF Bonds in a sufficient amount to refund all of the outstanding TIF Notes. The Developer shall then have 60 days from the date of such notice to identify an alternative underwriting firm or prospective purchaser of the TIF Bonds that will be able to accommodate a full refunding of the outstanding TIF Notes (the *"Alternate Purchaser"*) and present such Alternate Purchaser to the City for its consideration (during such 60 day period, the City will not issue or market any TIF Bonds). The City will make a good faith evaluation of the Alternate Purchaser's qualifications and the proposed terms of the transaction, and, so long as, in the City's reasonable discretion, the payment terms of the TIF Bonds as provided by the Alternative Purchaser are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes, the City will begin working with the Alternate Purchaser to issue the TIF Bonds.

5.5. No Other Obligations or Uses of Available Revenues. So long as the Original Purchaser holds any of the TIF Notes initially issued hereunder, the City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which such TIF Notes are secured (other than TIF Obligations to refund and refinance, and redeem and pay in full, such TIF Notes), and, except as provided in **Section 6.3(a)(3)**, the City shall not use or apply any Available Revenues to pay any Redevelopment Project Costs other than the Reimbursable Redevelopment Project Costs. Following the redemption and payment in full of the TIF Obligations, the City may utilize any excess Available Revenues that are not needed to pay the TIF Obligations to pay any other authorized Redevelopment Project Costs. Nothing in this Section shall be construed to prohibit or limit the City's ability to issue obligations secured by the amounts referenced in **Section 6.3(a)(3)** for the purpose of funding the redevelopment projects for RPA 2 and RPA 3.

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES; TAX ABATEMENT

6.1. Special Allocation Fund. The City agrees to cause its Finance Director or other financial officer to maintain the Special Allocation Fund, including within such fund a "*PILOTS Account,*" an "*EATS Account,*" a "*City Revenues Account,*" and a "*District Revenues Account.*" Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, the City Revenues, and District Revenues, subject to annual appropriation by the City Council and/or the District, as applicable, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the PILOTS Account, all Economic Activity Taxes that constitute TIF Revenues into the EATS Account, all City Revenues into the City Revenues Account, and all District Revenues (that are received by the City and are not TIF Revenues) into the District Revenues Account. The City shall take all actions necessary to cause the Assessor and County Collector to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act.

(a) *Certificate of Total Initial Equalized Assessed Value.* The City shall provide to the Developer, within 30 days after the City's receipt thereof, the County Assessor's calculation of the total initial assessed value of all taxable property within RPA 1, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues.* The City shall provide to the Developer and shall file with St. Louis County, within 30 days after the City's receipt thereof,

a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and that were imposed by the City or other taxing districts for economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing for such area; provided, the certification is required with respect to Economic Activity Taxes derived from utility usage only if the Developer provides to the City, within 12 months after the execution of this Agreement, copies of utility bills for all Property within RPA 1 together with such other information as the City determines is reasonably required to prepare the certification with respect to sales taxes on utility usage.

(c) *Consent to Release of Sales Tax Information.* If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA 1 to deliver (i) a consent to disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA 1 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating City Revenues and making certain disclosures associated with any public offering or private placement of TIF Bonds and (2) a certification of such business's taxable retail sales within RPA 1 for the purpose of calculating City Revenues. Receipt of such consent shall be a prerequisite to the issuance of the TIF Notes or TIF Bonds. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of City Revenues the sales tax revenues generated from any business within RPA 1 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

6.2. Transfer of District Revenues. The Developer shall cause the District, subject to annual appropriation by its board of directors and in accordance with the District Project Agreement, to transfer all District Revenues to the City or to a Trustee for any TIF Obligations for deposit in the District Revenues Account of the Special Allocation Fund or with the Trustee. If District Revenues are paid to the City, the Finance Director or other financial officer of the City shall maintain separate subaccounts for the District and shall divide the District Revenues into the appropriate subaccounts. The monies on deposit in any District Revenues Account shall be pledged to the payment of the principal of and interest on any outstanding TIF Obligations, subject to applicable law.

6.3. Application of Available Revenues.

(a) The City hereby agrees to apply the Available Revenues semi-annually to the payment of the TIF Notes as provided herein. Unless otherwise specified below, such money shall be applied to such payment (either by the Finance Director or other financial officer or, at the option of the City, by the Trustee on behalf of the City) first from the EATS Account, then from the District Revenues Account, then from the PILOTS Account and then from the City Revenues Account, as follows:

(1) Declare as surplus pursuant to the TIF Act, the amounts described in **Section 6.4(b)** and **(c)**;

(2) Solely from District Revenues, pay the District Administrative Costs (as defined in the District Project Agreement);

(3) Transfer the sum required by **Section 2.3(b)(2)** to a separate account or accounts maintained by the City for the purpose of paying costs associated with the redevelopment projects for RPA 2 and RPA 3;

(4) Pay arbitrage rebate, if any, owed with respect to the TIF Obligations under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(5) Pay fees and expenses owing to the Trustee for the TIF Obligations, upon delivery to the City of an invoice for such amount;

(6) Pay to the City as compensation for the administration of the Redevelopment Plan and this Agreement (including to reimburse the City for costs incurred by third parties in connection with such administration), the sum of $25,000 per calendar year, increased annually by three percent;

(7) Pay the extraordinary fees and expenses incurred by the City relating to the TIF Commission's and the City's consideration of the Redevelopment Plan, the TIF Ordinances, the Redevelopment Plan, this Agreement and all TIF Notes, including but not limited to (A) any litigation costs not paid by the Developer pursuant to **Section 7.16** and (B) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding any TIF Obligations;

(8) Pay scheduled principal of, premium, if any, and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the TIF Obligations on each interest payment date;

(9) Redeem TIF Obligations using all remaining Available Revenues; and

(10) Reimburse the City for any moneys, other than PILOTS and Economic Activity Taxes, that were applied to pay TIF Obligations or to pay Redevelopment Project Costs for RPA 2 and RPA 3, to the extent permitted by law.

Notwithstanding any other provision herein, if the Developer does not pay the amount set forth in **Section 2.3(a)** when due, the City may, in addition to any other available remedies, apply Available Revenues for that purpose until the RPA 2/3 Advance Amount has been paid, before paying any other amount under this **Section 6.3(a)**.

(b) If TIF Bonds are issued, Available Revenues will be applied in the manner described in the trust indenture for the TIF Bonds. The City and the Developer agree that Available Revenues may, if recommended by Bond Counsel, be bifurcated so that portions of the Available Revenues are used to pay separate series of TIF Obligations (for example, Bond Counsel may recommend a series of TIF Obligations payable only from District Revenues).

(c) If the moneys available in the Special Allocation Fund are insufficient to reimburse the City as provided in (a)(6) or (a)(7) above on any interest payment date, then the unpaid portion shall be carried forward to the next interest payment date, with interest thereon at the Prime Rate.

(d) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that the TIF Obligations are outstanding a request to appropriate all moneys in the EATS Account and the City Revenues Account in the manner provided by this Section.

(e) Notwithstanding anything to the contrary contained herein, the ratio of District Revenues to all Available Revenues applied pursuant to (a) above shall not exceed the ratio of Reimbursable Redevelopment Project Costs eligible for reimbursement under the CID Act, if applicable, to all Reimbursable Redevelopment Project Costs.

6.4. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

(1) require each "seller" (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located on the Property that has multiple business operations within the City to file Missouri Department of Revenue Form 53-1 in such a manner that separately identifies the amount of taxable sales and amount of sales tax remitted for each physical location within the City in order to separately identify and declare all sales taxes originating within RPA 1;

(2) supply or cause to be promptly supplied to the City, monthly sales tax information of each "seller" (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue or a certification of the information contained in such returns for the City to calculate City Revenues, which information or certification shall consist solely of the amount of taxable sales and the amount of tax remitted for each physical location within the City;

(3) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act, provided that any assistance by successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property shall be limited to providing (i) information regarding the amount of taxable sales generated within such portion(s) of the Property, (ii) the amount of sales tax remitted for each physical location within such portion(s) of the Property, and (iii) the aggregate amount of ad valorem real property taxes and Payments in Lieu of Taxes made to the County Collector with respect to such portion(s) of the Property; and

(4) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within RPA 1 that states:

Economic Activity Taxes: [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district ("TIF District") created by the City of University City, Missouri (the "City") and that certain taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City sales tax information in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District or a certification of the information contained in such returns, which information or certification shall consist solely of the amount of taxable sales and the amount of sales tax remitted for each physical location within the City, and, upon request of the City (and only if required by the redevelopment agreement between the City and the [*Landlord/Seller/Transferor*]), shall provide copies of utility bills or such other information regarding utility gross receipts taxes generated by

[*Tenant/Purchaser/Transferee*]'s economic activities in the TIF District as the City shall require, which information shall consist solely of the amount of utility gross receipts taxes remitted for the Premises. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney or special counsel retained by the City. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above.

(b) If the City receives sufficient information from the Developer to prepare a certification of the "base" Economic Activity Taxes pursuant to **Section 6.1(b)**, the Developer shall thereafter, if possible, supply, or cause to be promptly supplied, to the City, by March 31 of each year, copies of utility bills for Property within RPA 1 for the preceding calendar year, or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage, which information shall consist solely of the amount of utility gross receipts taxes remitted from RPA 1. The City and the Developer acknowledge and agree that the end-user of the North Phase Anchor site shall have no obligation to provide copies of its utility bills for its portion of the Property within RPA 1 or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage. The Developer acknowledges that the City will not be able to accurately determine the Economic Activity Taxes attributable to utility usage in RPA 1 if the Developer does not provide the foregoing information. Accordingly, if the Developer does not provide that information, the Developer waives any claim to utility tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. In that case, any utility tax revenues generated from RPA 1 shall be declared to be surplus by the City pursuant to the TIF Act.

(c) The Developer hereby acknowledges and agrees that the City likely will be unable to readily identify whether use tax revenues are generated within RPA 1 and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues that the City cannot readily identify as having been generated in RPA 1, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of such use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in RPA 1 qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.5. Obligation to Report TIF Revenues and District Revenues. 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 and District Revenues, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.4**. So long as any TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Tax Abatement.

(a) The Developer may, at its option, submit a Development Plan to the City for consideration in accordance with the 353 Procedural Ordinance. Upon the determination by the City Attorney or special counsel retained by the City that the Development Plan meets the requirements of Chapter 353, the 353 Procedural Ordinance and the intent of this Agreement, the City Attorney or special

counsel shall recommend that the City initiate the proceedings required under the 353 Procedural Ordinance to consider legislative approval of the Development Plan.

(b) The Developer shall make ad valorem real property tax payments on the Property owned by the Developer within RPA 1 until such time as the tax abatement for the applicable portion of the Property becomes effective as provided in this Section and the 353 Approval Ordinance.

(c) If the 353 Approval Ordinance is duly enacted and subject to the provisions of this Agreement, all Property acquired by the Corporation pursuant to the Development Plan (the *"353 Property"*) shall not be subject to assessment or payment of general ad valorem taxes imposed by St. Louis County, the State of Missouri, or any political subdivision thereof, except for the Unabated Property Tax Payments, for a period that commences with the calendar year in which fee title transfer of the 353 Property to the Corporation occurs and ending on the earliest of the following: (1) December 31, 2042 (i.e., no later than the 23rd year after the adoption of the TIF Ordinances); (2) the date upon which all TIF Obligations have been paid; or (3) the date upon which this Agreement is terminated.

(d) During the period identified in (c) above, the Developer (or any subsequent owner of the 353 Property or portion thereof) shall make the Unabated Property Tax Payments and, during the first 10 years of the abatement period, the 353 PILOT Payments. The obligation to make the 353 PILOT Payments shall constitute a lien against the 353 Property. The 353 PILOT Payments shall be payable directly to the County Collector by December 31 of each year and enforceable by the County Collector in the same manner as general real estate taxes. All 353 PILOT Payments that are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due. Within 30 days after the execution of this Agreement, the City shall furnish the County Collector and the County Assessor with a copy of this Agreement. The County Collector shall allocate the revenues received from the 353 PILOT Payments among applicable taxing authorities in accordance with Section 353.110.4 of Chapter 353.

(e) If, in any year, the Unabated Property Tax Payments exceed the amount of ad valorem real property taxes that are generated from the initial equalized assessed valuation of the 353 Property, as certified pursuant to **Section 6.1(a)**, such overage shall be deposited into the Special Allocation Fund as Payments in Lieu of Taxes.

(f) Upon the conclusion of the period identified in (c) above, no tax abatement shall apply to RPA 1.

(g) Unless the Developer has obtained the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, the Developer shall not convey to the Corporation that portion of the Property to be included as the North Phase Anchor site. The City and the Developer acknowledge and agree that the portion of the Property to be included in the North Phase Anchor site shall not be subject to tax abatement pursuant to this Section and shall not be subject to the District Special Assessments, except to the extent that the end-user of the North Phase Anchor site has provided its prior written consent to such District Special Assessments, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination.

(a) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the North Phase, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement.

(b) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the South Phase, the Developer may, by giving written notice to the City, abandon the Work with respect to the South Phase and terminate this Agreement.

7.2. City's Right of Termination.

(a) Subject to **Section 7.6**, the City may terminate this Agreement at any time prior to the delivery of a Certificate of Substantial Completion, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

(b) Subject to **Section 7.6**, the City may terminate this Agreement with respect to the South Phase only at any time following the delivery of the Certificate of Substantial Completion for the North Phase and prior to the delivery of the Certificate of Substantial Completion for the South Phase, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

7.3. Results of Termination. If this Agreement is terminated pursuant to **Section 7.1** or **Section 7.2**, then:

(1) except as provided in **Section 3.1(e)**, all TIF Obligations shall remain outstanding and shall be on parity with any subsequent TIF Obligations issued in connection with the RPA 1 Redevelopment Project; and

(2) the Developer shall have no further obligations to the City with respect to the RPA 1 Redevelopment Project, except those that expressly survive pursuant to **Section 7.18**.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the latest of (a) 23 years from the date of adoption of the TIF Ordinances, (b) the payment of all Reimbursable Redevelopment Project Costs and the retirement in full of all TIF Obligations, or (c) the delivery of a written notice by the

City (and recordation of a copy of such notice with the St. Louis County Recorder of Deeds) that this Agreement has been fully terminated pursuant to **Section 7.1** or **7.2**.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) 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 RPA 1 Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of a Certificate of Substantial Completion, the Developer may not sell any Property it owns or assign its rights or obligations hereunder without the City's prior written approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

(3) The Developer may, without the City's prior approval:

(A) assign all of its rights, duties and obligations hereunder to a Related Party if (i) such entity expressly assumes all of the Developer's rights, duties and obligations hereunder, (ii) such entity provides evidence as required by **Section 7.10**, (iii) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (iv) the Developer promptly provides a copy of the executed assignment to the City; or

(B) encumber or collaterally assign its interests in the Property or any portion thereof 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 associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors; or

(C) lease or sell portions of RPA 1 to tenants or other end-users in the ordinary course of the development, which lease or sale shall not constitute an assignment of any rights or interests of the Developer under this Agreement and such tenants or other end-users leasing or purchasing a portion of the Property within RPA 1 shall not assume the obligations of the Developer under this Agreement; and/or

(D) designate the entity or party to which the TIF Notes shall be issued or endorsed by delivering written notice of such designation to the City and assign or endorse all of Developer's rights in any TIF Notes to such entity or party.

(b) *Tax-Exempt Organizations.* Except in connection with relocating any tenants within RPA 1, the Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs), sell all or any portion of the Property to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Property and for each year that it is exempt from paying ad valorem property taxes on such portion of the Property, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.6. Remedies. Notwithstanding anything to the contrary contained herein, in the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that the breaching party (a) has commenced such cure within said 30-day period and (b) diligently pursues such cure to completion. If such cure or remedy is not completed or diligently pursued, 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, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement (provided, however, that any termination after the issuance of any TIF Obligations shall not affect the validity of the TIF Obligations or the City's obligations to apply Available Revenues in the manner described in **Section 6.3**).

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the applicable portion of the Work, including approval of the Approved Site Plan for the RPA 1 Redevelopment Project (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in **Section 3.3** of this Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any referendum, litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the RPA 1 Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the acquisition of the Property and/or development of the RPA 1 Redevelopment Project. The parties agree that, to their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter

unreasonably perpetuated by the Developer, and (3)(A) unless the Developer uses good faith efforts to provide the City Manager with a written notice within 20 days of the Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (B) the Developer demonstrates to the City Manager's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure. In no event shall times for performance be extended by more than one year for all events of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone or electronic read receipt):

(a) If to the City:

City of University City
6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager
grose@ucitymo.org

with copies to:

John F. Mulligan, Jr.
Attorney at Law
101 South Hanley Road, Suite 1280
Clayton, Missouri 63105
jfmulliganjr@aol.com

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.
mgrimm@gilmorebell.com

(b) If to the Developer:

U. City, L.L.C. and U. City TIF Corporation
c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

with a copy to:

Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
kmc@carmodymacdonald.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Insurance; Damage or Destruction of Redevelopment Project.

(a) In accordance with **Section 3.4**, the Developer will obtain or cause its contractors to maintain the insurance policies as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) During the construction of the Work, builder's risk insurance in a commercially reasonable amount;

(2) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended (which for calendar year 2019 is equal to $2,865,330 for all claims arising out of a single accident or occurrence and $429,799 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(3) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (2) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (2) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of University City is an additional insured on a primary and non-contributory basis."

(c) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney or special counsel retained by the City) that the insurance policy referenced in paragraph (a)(2) or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion for the North Phase portion of the Work, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with this subsection. The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(d) The Developer hereby agrees that, so long as any TIF Obligations are outstanding, if any portion of the RPA 1 Redevelopment Project is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the RPA 1 Redevelopment Project may be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld or delayed; subject, however, to the rights and prior claims of (and subject to the application of such proceeds pursuant to the direction of) any Project Lender. The Developer (upon learning of the same) shall give prompt written notice to the City of any damages or destruction to any portion of the RPA 1 Redevelopment Project by fire or other casualty, irrespective of the amount of such damage or destruction, and in such circumstances the Developer shall make the portions of RPA 1 that it controls safe and in compliance with all applicable laws as provided herein.

(e) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.10. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the City access from time to time upon reasonable advance notice to that portion of the site within the Developer's control for inspection of the RPA 1 Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the design and construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the RPA 1 Redevelopment Project of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion relating to the applicable portion of the Work.

7.11. 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 for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.13. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.14. Severability. If 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.

7.15. 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.

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

(a) Before the issuance of the TIF Bonds, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of any of the foregoing, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. 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 or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. 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; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs 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** hereof. The City shall have no obligation to defend the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of the foregoing if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.17(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer have assumed the defense without the prior approval of the City. 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 or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. 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; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action.

7.17. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being 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, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the RPA 1 Redevelopment Project or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the RPA 1 Redevelopment Project, the Approved Site Plan, the Work or the Property. The Developer hereby acknowledges and agrees that (A) 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 elected officials, officers, agents, servants or employees in their individual capacities and (B) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from (A) the acquisition of the Property, including, but not limited to, damages related to the abandonment of condemnation proceedings and (B) the construction of the Work, including, but not limited to, the location of hazardous wastes, hazardous materials or other environmental contaminants on the Property and the design and development of the RPA 1 Redevelopment Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the negligence or intentional misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors and, further, the Developer retains a contractual remedy against the City in the event of a material breach of this Agreement on the part of the City.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.18. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's

reimbursement obligation in **Section 2.2** with respect to costs incurred by the City prior to termination of this Agreement; (b) the Developer's payment obligation under **Section 2.3(a)**, if the Developer sells or leases a portion of the Property to an end-user or tenant that will occupy at least 100,000 square feet; (c) the limitation on liability in **Section 7.15**; and (d) the provisions of **Sections 7.16** and **7.17**.

7.19. Maintenance of the Property. The RPA 1 Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the RPA 1 Redevelopment Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.20. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

7.21. Recording of Agreement. Promptly after its acquisition of the Property, the Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of St. Louis County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of St. Louis County, Missouri.

7.22. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.23. No Third Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the City's knowledge, with the exception of an investigation by the Missouri Attorney General's office regarding the City's compliance with the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri, as amended, no litigation, proceedings or investigations are pending or threatened against the City with respect to the RPA 1 Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or

which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(e) *Authority.* The City 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, but not limited to, 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.

(f) *Accuracy of Financial Analyses.* The City and its consultants have generated various financial analyses concerning the performance of the RPA 1 Redevelopment Project. These analyses involved many variables and assumptions and, accordingly, the City cannot and will not make any representations such analyses were or are true and accurate.

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

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) with respect to the RPA 1 Redevelopment Project or against the RPA 1 Redevelopment Project. In addition, to the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* To the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery

and performance by the Developer of this Agreement, except for certain consents required by the current owners of the Property in connection with the sale of the Property and other consents that must be secured subsequent to the execution of this Agreement.

(d) *No Default*. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Authority*. The Developer has been authorized to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(f) *Compliance with Laws*. With respect to its ability to perform pursuant to this Agreement, the Developer is, to its knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(g) *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the RPA 1 Redevelopment Project (the *"Project Data"*) to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the RPA 1 Redevelopment Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently supplied Project Data was, to the Developer's knowledge, developed and provided in good faith and (2) to the Developer's knowledge, the Concept Site Plan set forth as **Exhibit B**, attached hereto and incorporated herein by reference, is a good faith representation of the uses that the Developer will endeavor to locate on the Property and the Project Budget set forth as **Exhibit H**, attached hereto and incorporated herein by reference, is a good faith representation of the Developer's estimate of the anticipated development costs. The Developer further acknowledges and agrees that the City has made no representations regarding the accuracy of any financial analyses prepared by the City's consultants and that, accordingly, any inaccuracy in such analyses (whether known now or discovered later) shall not excuse the performance of any of the Developer's obligations under this Agreement.

8.3. Community Children Service's Fund. The City and the Developer acknowledge that, in compliance with the Missouri General Assembly's intent expressed in Section 67.1776 of the Revised Statutes of Missouri, as amended, tax increment financing within RPA 1 will not capture any of the Community Children's Services Fund sales tax revenues, and neither party will institute a claim or challenge under the TIF Act asserting otherwise.

[Remainder of 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 OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory E. Rose, City Manager

ATTEST:

_____
LaRette Reese, City Clerk

STATE OF MISSOURI)
) **SS**
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2019, before me appeared **GREGORY E. ROSE**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated 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 City Council, and said **GREGORY E. ROSE** 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.

_____
Name: _____
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:

U. CITY, L.L.C.

By: _____
Name: Jonathan Browne
Title: Authorized Representative

STATE OF MISSOURI)
) **SS**
COUNTY OF ST. LOUIS)

On this 10th day of May, 2019, before me appeared **JONATHAN BROWNE**, to me personally known, who, being by me duly sworn, did say that he is the Authorized Rep of **U. CITY, L.L.C.**, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

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

Nancy J. Hoeing
Notary Public

(SEAL)

My Commission Expires:

11-24-2019

NANCY J. HOEING
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 15737236
My Commission Expires November 24, 2019

U. CITY TIF CORPORATION

By: Jonathan P. Browne
Name: Jonathan Browne
Title: President

STATE OF MISSOURI)
) **SS**
COUNTY OF ST. LOUIS)

On this 10th day of May, 2019, before me appeared **JONATHAN BROWNE**, to me personally known, who, being by me duly sworn, did say that he is the President of **U. CITY TIF CORPORATION**, a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

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

Nancy J. Hoeing
Notary Public

(SEAL)

My Commission Expires:

11-24-2019

NANCY J. HOEING
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 15737236
My Commission Expires November 24, 2019

EXHIBIT A

LEGAL DESCRIPTION OF RPA 1

[To be added prior to execution.]

EXHIBIT B

CONCEPT SITE PLAN

PROJECT DATA

BUILDING	SQ. FT.	PARKING REQ.
A ANCHOR	156,866 S.F.	785 P.S.
SUB-TOTAL	156,866 S.F.	785 P.S.
PARKING PROVIDED:		738 P.S.
B RETAIL	6,800 S.F.	43 P.S.
C RETAIL	22,500 S.F.	113 P.S.
D RETAIL	8,500 S.F.	43 P.S.
E RETAIL	3,600 S.F.	18 P.S.
F RETAIL	10,600 S.F.	53 P.S.
G RETAIL	5,500 S.F.	28 P.S.
SUB-TOTAL:	59,100 S.F.	298 P.S.
PARKING PROVIDED:		333 P.S.
H RETAIL	4,300 S.F.	22 P.S.
I RETAIL	4,900 S.F.	25 P.S.
J RETAIL	20,000 S.F.	100 P.S.
K RETAIL	12,000 S.F.	60 P.S.
SUB-TOTAL:	41,200 S.F.	207 P.S.
PARKING PROVIDED:		209 P.S.
L RETAIL	12,000 S.F.	60 P.S.
M RETAIL	5,000 S.F.	25 P.S.
N RETAIL	14,000 S.F.	70 P.S.
OFFICE	50,000 S.F.	250 P.S.
O HOTEL	72,000 S.F.	137 P.S.
P THEATER	35,000 S.F.	375 P.S.
SUB-TOTAL:	187,900 S.F.	917 P.S.
PARKING PROVIDED.		640 P.S

PROPOSED SITE PLAN

0 50'100' 200' 400'

INTERSTATE 170 AND OLIVE BLVD.

Architects of the Possible

UNIVERSITY CITY, MISSOURI

17-016 PSP 8.2 04.15.19

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion
[North Phase / South Phase]

The undersigned, U. City, L.L.C. and U. City TIF Corporation (collectively, the *"Developer"*), pursuant to that certain Redevelopment Agreement dated as of _____, 2019, between the City of University City, Missouri (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. As of _____, 20___, the [*Initial Work with respect to the North Phase / Initial Work with respect to the South Phase*] (as such terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The applicable portion of the Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).

3. Lien waivers for the applicable portion of the Work have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), which, when taken together, certify that the applicable portion of the Work has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the applicable portion of the Work.

6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days from the receipt of written notice of its failure to approve or provide written objections to this Certificate pursuant to **Section 3.11** of the Agreement (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds shall evidence the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work.

This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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

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

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

ACCEPTED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Redevelopment Project Costs

TO: City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager

Re: City of University City, Missouri, RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conversation Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2019 (the "*Agreement*") between the City of University City, Missouri (the "*City*") and U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference, is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the RPA 1 Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the TIF Ordinances and the Agreement and have not been, and will not be, reimbursed by the District.

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 the 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 Approved Site 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 Developer believes that all or a portion of the costs to be reimbursed under this Certificate may constitute advances qualified for Tax-Exempt Notes.

Yes:_____ No:_____

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20___.

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

Approved for Payment this _____ day of _____, 20___:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

EXHIBIT E

FORM OF TIF NOTES

THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered
No. R-_____

Registered
Up to $_____*
(See **Schedule A** attached)

CITY OF UNIVERSITY CITY, MISSOURI
[TAX-EXEMPT] [TAXABLE] TAX INCREMENT REVENUE NOTE
(OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION RPA 1 REDEVELOPMENT PROJECT)
SERIES [A/B]

Interest Rate: _____ **Maturity Date: [_____], 2042**

REGISTERED OWNER:

PRINCIPAL AMOUNT: See SCHEDULE A attached hereto.

The **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "*City*"), for value received, hereby promises to pay to the registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate set forth above (as may be adjusted pursuant to the below-defined Agreement).

Interest shall be payable semiannually on May 1 and November 1 in each year (each, an "*Interest Payment Date*"), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall be compounded on each Interest Payment Date.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of _____, 2019 (the "Agreement"), between the City and U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer").

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON THE MATURITY DATE, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE AGREEMENT AND THE INDENTURE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the Person in whose name this Note is registered on the Register at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office of [_____], St. Louis, Missouri (the "*Trustee*") or such other office as the Trustee shall designate. The interest payable on this Note on any Interest Payment Date shall be paid to the Person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee by such registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, its ABA routing number, the name and account number to which such registered Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the TIF Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully-registered notes of the City designated "City of University City, Missouri, [Tax-Exempt] [Taxable] Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation RPA 1 Redevelopment Project), Series [A/B]," which together with other authorized series of fully-registered Notes of the City designated "City of University City, Missouri, [Tax-Exempt] [Taxable] Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation RPA 1 Redevelopment Project), Series [A/B]," aggregate a principal amount of up to $_____ (collectively the "*TIF Notes*"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the RPA 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, under the authority of and in full compliance with the City Charter, the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "*Act*"), and pursuant to a Trust Indenture dated as of _____, 20__, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "*Indenture*").

The TIF Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee pursuant to the Indenture.

"*Pledged Revenues*" means all Available Revenues and all moneys held in the Revenue Fund and the Debt Service Fund under the Indenture, together with investment earnings thereon.

"*Net Proceeds*" means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund, and (b) subject to annual appropriation, all Economic Activity Tax Revenues on deposit in the EATS Account and all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund that have been appropriated to the repayment of the TIF Notes, and (c) all City Revenues in the City Revenues Account, excluding in all cases (i) any amount paid under protest

until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City that challenges the collection of such sum.

"*Payments in Lieu of Taxes*" means those payments in lieu of taxes (as defined in Sections 99.805 and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in RPA 1 over and above the certified total initial equalized assessed valuation of the real property in RPA 1, as provided for by Section 99.855 of the Act.

"*Economic Activity Tax Revenues*" means 50% of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805 of the Act) and which are generated by economic activities within RPA 1 over the amount of such taxes generated by economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing within RPA 1, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and taxes imposed pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and any other taxes excluded from tax increment financing by Missouri law.

"*District Revenues*" means any and all revenues generated by the District Sales Tax, District Special Assessments, and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

The Owner understands that, if the Developer does not provide information required by the Agreement with respect to utility usage within RPA 1, the City will not be able to calculate the amount of Economic Activity Tax Revenues attributable to utility tax revenues. By purchasing this Note, the Owner hereby waives any claim to utility tax revenues and use tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues or use tax revenues into the Special Allocation Fund. Except as otherwise provided in the Agreement, all utility tax revenues and use tax revenues generated from RPA 1 will be declared as surplus by the City pursuant to the TIF Act.

The TIF Notes shall not constitute debts or liabilities of the City, the District, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the TIF Commission, the commissioners of said TIF Commission, the officers and employees of the City, the officers and employees of the District nor any person executing the TIF Notes shall be personally liable for such obligations by reason of the issuance thereof.

Net Proceeds shall be applied to the payment of the TIF Notes in the manner prescribed in the Indenture.

The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are outstanding a request for an appropriation of all moneys on deposit in the EATS Account and the District Revenues Account of the Special Allocation Fund for application in the manner described above.

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Interest Payment Date at a redemption price of 100% of the principal amount of the TIF Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption, as provided in the Indenture.

The TIF Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued

interest thereon to the date fixed for redemption, in an amount (subject to the Indenture) equal to the amount which, 40 days (10 days if all of the TIF Notes are owned by the Developer) prior to each Interest Payment Date, is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

All Taxable Notes shall be redeemed prior to the Tax-Exempt Notes.

If any of the TIF Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (5 days if all of the TIF Notes are owned by the Developer) and not more than 60 days prior to the date fixed for redemption to the registered Owner of each Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the TIF Notes or portions of TIF Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such TIF Notes or portions of TIF Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Note called for redemption to remain Outstanding.

The TIF Notes are issuable in the form of fully-registered TIF Notes in the denomination of $0.01 or any integral multiple thereof.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS THAT TERM IS DEFINED IN THE INDENTURE. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the Person in whose name this Note is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF UNIVERSITY CITY, MISSOURI** has executed this Note by causing it to be signed by the manual or facsimile signature of its City Manager and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A**.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager

(SEAL)

Attest:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This TIF Note is one of the TIF Notes described in the within mentioned Indenture.

Dated: _____, 20__

[TRUSTEE], as Trustee

By:_____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

_____

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Note is one of the TIF Notes described in the within-mentioned Indenture.

Date[1]	Additions to Principal Amount[2]	Principal Amount Paid	Outstanding Principal Amount	Authorized Signatory of Trustee
_____ __, 20__	$	$	$	_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____
_____ __, 20__				_____

(1) Date of Acceptance by the City of related Certificate of Reimbursable Redevelopment Project Costs (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per month.

(2) Additions to Principal Amount may not exceed $55,500,000 until the conditions set forth in Section 5.1(d) of the Agreement are satisfied.

EXHIBIT F

FORM OF DISTRICT PROJECT AGREEMENT

DISTRICT PROJECT AGREEMENT

THIS DISTRICT PROJECT AGREEMENT (this "Agreement") is made and entered into as of _____ 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI,** an incorporated political subdivision of the State of Missouri (the "City"), the _____ **COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "District") and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "Developer" and together with the City and the District, the "Parties"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the hereinafter-defined Redevelopment Agreement.

RECITALS:

1. The District was established pursuant to Ordinance No. _____ dated _____, 201_ (the "Formation Ordinance") and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

2. Pursuant to the Formation Ordinance and the CID Act, the District was created for the purpose of assisting in funding certain public improvements and certain activities and improvements related to the remediation of blight within the District (the "District Project"), as described in the Formation Ordinance and a Redevelopment Agreement dated as of _____, 2019 (the "Redevelopment Agreement") by and between the City and the Developer.

3. The City, the District and the Developer desire to enter into this Agreement, as contemplated by the Redevelopment Agreement, to set forth their respective rights and responsibilities regarding the construction and financing of the District Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Authority of the City. The City 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, and the Agreement has been 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.

Section 2. Authority of the District. The District has the 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, and the Agreement has been duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

Section 3. Authority of the Developer. The Developer has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and

obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 4. District Sales Tax. Promptly following the approval of this Agreement by the CID Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the "District Sales Tax"). The Developer will promptly cause, through its representatives appointed to the District's Board of Directors and its capacity as a qualified voter, the CID Sales Tax to be levied by the Board of Directors and approved by the qualified voters at the rate of up to one percent (1.0%). The District Sales Tax shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations (as defined in **Section 9**) remain outstanding.

Section 5. District Special Assessments and District Hotel Assessments.

(a) If the RPA 1 Redevelopment Project will include a hotel, then promptly following the approval of this Agreement by the CID Board of Directors, the Developer will, in its capacity as a property owner within the District, cause a petition to be submitted to the CID Board of Directors for imposition of the below-described "District Hotel Assessments" and for the CID Board of Directors to approve such petition and duly impose the District Hotel Assessments.

(b) The CID Board of Directors may, at its sole option and in accordance with the CID Act, impose a District Special Assessment on such portions of the Property that are subject to tax abatement pursuant to **Section 6.6** of the Redevelopment Agreement. The parties agree that the amount of the District Special Assessments, if imposed and when coupled with any portion of the Unabated Property Tax Payments deposited into the Special Allocation Fund pursuant to **Section 6.6(e)** of the Redevelopment Agreement, will not be less than the estimated amount of Payments in Lieu of Taxes that would have been derived from the Property in the absence of approval of tax abatement pursuant to **Section 6.6** of the Redevelopment Agreement.

(c) The District Hotel Assessments shall be imposed on all tracts, lots or parcels within the District that are used for the purpose of renting sleeping rooms to transient guests at the rate of $5.00 per occupied room or suite per night.

(d) If imposed, the District Special Assessments shall not be terminated prior to the payment of the assessment due for calendar year 2041 unless all Project Obligations have been paid before such date. The District Hotel Assessments shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations remain outstanding.

(e) Notwithstanding anything to the contrary herein, the Developer and the District will not impose the District Special Assessments if the City does not approve the 353 Approval Ordinance (as defined in the Redevelopment Agreement) and real property tax abatement, as contemplated by the Redevelopment Agreement, is not granted to the real property within the District.

Section 6. Continuing Existence of the District. Neither the District nor the Developer will take any action to dissolve the District or reduce the rate of the District Sales Tax, the District Special Assessments or the District Hotel Assessments until the funding and construction of the District Project are completed, including the retirement of the hereinafter-defined Project Obligations or any bonds, notes or other obligations issued to refund or refinance the Project Obligations.

Section 7. Governance of the District. The Parties acknowledge that under the terms of the Formation Ordinance and the CID Act, the District will be governed by a Board of Directors made up of five representatives of the owners of real property or businesses operating within the real property, who will be appointed by the Mayor with the consent of the City Council. The Developer, as an owner of real property in the District, will authorize the appointment to the CID Board of Directors of two persons designated by the City who meet all other qualifications to serve on the CID Board of Directors, by designating such persons as an authorized representative of the Developer with respect to the CID. The District shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the District complies with this Agreement and all applicable laws and regulations.

Section 8. Construction of the District Project. The District Project shall be constructed and maintained pursuant to the terms of the Redevelopment Agreement. The Developer shall be reimbursed for the costs of constructing the District Project from the proceeds of the Project Obligations as described in **Section 9**.

Section 9. Project Obligation Funding of the District Project.

(a) Pursuant to **Article V** of the Redevelopment Agreement, the City will issue (or cooperate in the issuance by another issuer of) tax increment financing notes, bonds or other obligations (the "Project Obligations") to reimburse the Developer for eligible costs incurred or advanced toward the Work, as defined in the Redevelopment Agreement. The Parties agree that the District Project is part of such Work. Accordingly, the District shall, subject to annual appropriation, transfer all District Revenues collected by the District to the City (or, at the direction of the City, the Trustee) on the 15th day of each month (or if the 15th is not a business day for City offices, the next day that City offices are open) for deposit into the District Revenues Account of the appropriate fund described in the Redevelopment Agreement for application as described in such documents. The City agrees that all ordinances or indentures entered into in connection with the Project Obligations will provide for the distribution of District Expenses prior to payment of debt service on the Project Obligations. If the applicable ordinance or indenture does not provide for the distribution of District Expenses to the District, the District may withhold District Expenses from the transfer of District Revenues to the City or the Trustee. "District Expenses" means, beginning with calendar year 2019, the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and this Agreement, which, for calendar year 2019 shall equal $12,000 and, for each subsequent year, shall equal the preceding year's District Expenses increased by 3% (unless a lesser amount is requested by the District).

(b) The District shall not issue any notes, bonds or other obligations of its own without the prior written permission of the City.

Section 10. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer shall provide the District and the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri, as amended.

Section 11. Insurance. The District will maintain reasonable levels of insurance throughout its existence, including but not limited to the procurement of a directors and officers liability or similar policy which includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the Board of Directors pursuant to the CID Act and Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 12. Successors and Assigns. This Agreement may be assigned by the Developer in the same manner as allowed for the assignment of the Redevelopment Agreement.

Section 13. Severability. If 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.

Section 14. Waiver. The City's failure at any time hereafter to require strict performance by the District or the Developer of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 16. Cooperation of the City; Payment of City Fees. The City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District. Pursuant to Section 67.1461.3 of the CID Act, the District shall annually reimburse reasonable and actual costs incurred by the City in connection with the creation of the District, the negotiation and execution of this Agreement and review of annual budgets and reports required to be submitted by the District to the City, which shall not exceed one and one-half percent of the District Revenues collected by the District in such year less the amount paid by the District for a directors and officers liability policy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

By: _____
City Manager

Attest:

_____
City Clerk

[District Project Agreement]

[_____] COMMUNITY IMPROVEMENT DISTRICT

(SEAL)

By: _____
Name: _____
Title: Chairman

Attest:

By: _____
Name: _____
Title: Secretary

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

U. CITY TIF CORPORATION

By: _____
Name: Jonathan Browne
Title: President

EXHIBIT G

SPECIAL DEVELOPMENT CONDITIONS

Except as otherwise provided in **Section 3.9(a)(1)**, the RPA 1 Redevelopment Project shall be designed, constructed and operated in a manner that incorporates the following:

1. **Olive Boulevard Design Guidelines**: The site plan for the RPA 1 Redevelopment Project will be designed to adhere to the Olive Boulevard Design Guidelines (http://www.ucitymo.org/468/Olive-Blvd-Design-Guidelines) unless otherwise specified in the Redevelopment Agreement or as otherwise determined by the City in its sole discretion.

2. **Landscape Architecture**: The Developer will hire a professional Landscape Architecture Firm to design all landscaping within RPA 1.

3. **Detention/Retention**: In coordination with the Landscape Architecture Firm, the Developer will design detention/retention basins as productive, aesthetically-pleasing spaces.

4. **Signage**:
   a. Monument Signs: The City will allow a maximum of two signs at 20' wide x 15' tall, with a maximum of 300 square feet for each face, two faces per sign. The base is to be constructed with materials compatible with those used in retail buildings.

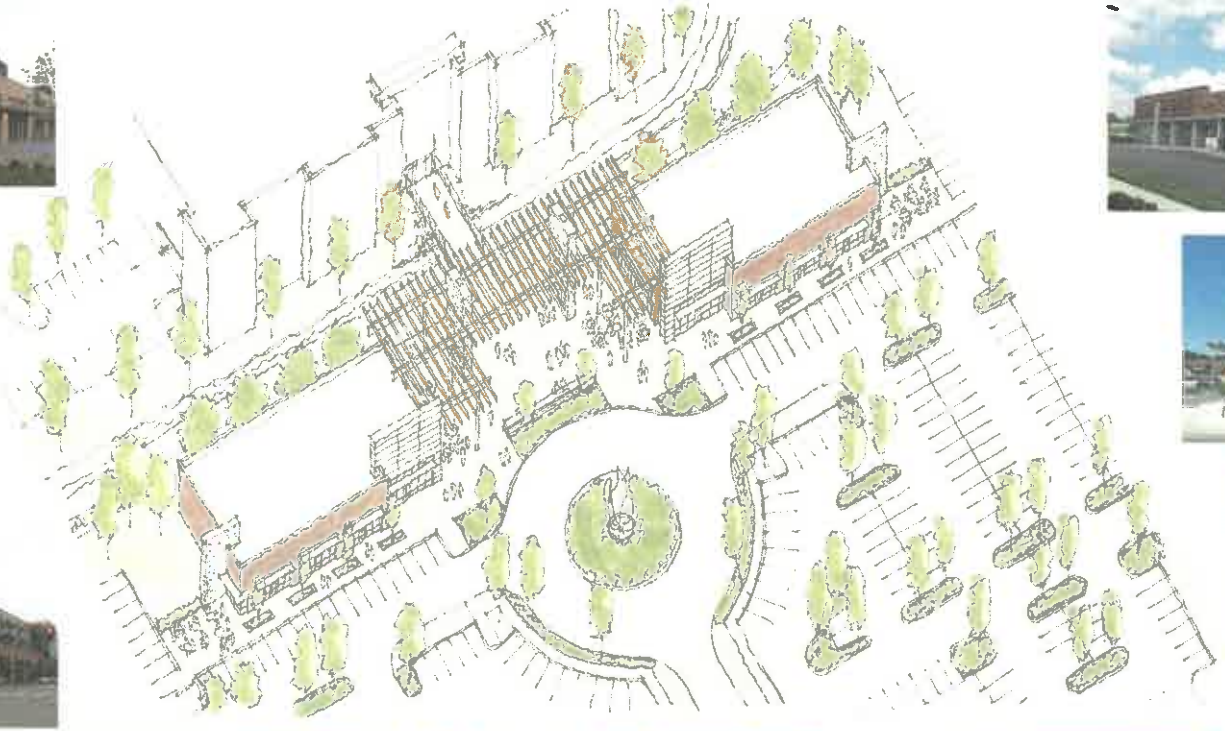
   b. Interstate Signs: The City will allow a maximum of one sign at maximum 130' height with 1,000 square feet for each face, two faces per sign. The sign shall identify only the retail center and/or its tenants. The sign is to be architecturally compatible with the materials and style of retail buildings.

   c. Pylon Signs: The City will allow a maximum of two signs at maximum 30' height with 325 square feet for area each face, two faces per sign. The bases are to be constructed with materials compatible with those used in retail buildings.

   d. The above restrictions apply to the North Phase and the South Phase separately.

5. **Quality Level:** The Developer will construct the buildings within RPA 1 to the quality level as demonstrated in the sample developments on the following page.

6. **Plaza:** The Developer will construct a plaza similar in quality and magnitude as shown in the Concept Site Plan and as illustrated on the following page.



Architects of the Possible®
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St. Louis, Missouri 63119
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INTERSTATE 170 AND OLIVE BLVD.

UNIVERSITY CITY, MISSOURI
17-016 PSP 4.4 09-12-18

AXON AND CONCEPT IMAGES

EXHIBIT H

PROJECT BUDGET

	All Costs	Reimbursable Costs
RPA 2/3 Contribution	$ 3,000,000	$ 3,000,000
Land Acquisition	$ 67,064,137	$ 67,064,137
Site Improvements	$ 22,866,315	$ 22,866,315
Vertical Construction	$ 99,424,293	0
Soft Costs	$ 18,627,887	$ 18,627,887
TOTAL	$210,982,632	$111,558,339
Note: Reimbursable costs are subject to and limited by the terms and conditions of the Redevelopment Agreement.		

EXHIBIT I

RELOCATION POLICY

University City, Missouri
Olive Boulevard Commercial Corridor
and Residential Conservation Redevelopment Plan
Redevelopment Project Area 1

Relocation Assistance Plan

As part of the implementation of the Redevelopment Project Area 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, parcels within the area identified as "RPA 1" on the attached map will be acquired, replatted and redeveloped. The City has selected U. CITY, L.L.C. (the "Developer"), an affiliate of the Novus Companies, to be the developer for RPA 1. The Developer needs to acquire title to all of the property located within RPA 1. The purpose of this Relocation Plan is to describe the assistance and benefits available to impacted property owners, residents and businesses.

I. Overview of Relocation Assistance Plan

Sections 523.200 to 523.215 of the Revised Statutes of Missouri (the "State Relocation Statute") and City Ordinance No. 6789 (the "City Relocation Ordinance") require assistance to be provided to occupants of properties relocated in connection with any tax increment financing project. In addition, this Relocation Assistance Plan provides certain additional benefits to residents and businesses affected by the Redevelopment Project for RPA 1 (the "RPA 1 Redevelopment Project").

To the extent that an occupant is allowed to waive its relocation benefits, the Developer will ask the occupant to do so in any contract between an occupant and the Developer (including, but not limited to, any option agreement, purchase or sale agreement, or other agreement).

The purpose of this Relocation Assistance Plan is to provide property owners, residents and businesses within RPA 1 with information regarding the available relocation assistance, including, but not limited to, relocation payments.

If you are eligible for assistance or payments under this Relocation Assistance Policy, the assistance will be coordinated by the City's Office of Relocation Assistance, which will be established as part of the implementation of this Relocation Assistance Plan.

II. Available Relocation Assistance

The State Relocation Statute and the City Relocation Ordinance both provide for relocation assistance for those individuals or businesses that will be displaced by any tax increment financing project. This Relocation Assistance Plan incorporates the provisions of the State Relocation Statutes and the City Relocation Ordinance and also provides certain additional benefits to residents and businesses within RPA 1 who are displaced.

A. Eligibility

Businesses. Businesses located in RPA 1 may be eligible for relocation assistance under the State Relocation Statute and the City Relocation Ordinance. As used in the Relocation Statute and the City Relocation Ordinance, a "business" is a lawful activity conducted:

1. Primarily for the purchase, sale or use of real or personal property, or the manufacture, processing or marketing of products or commodities;

2. Primarily for the sale of services to the public; or

3. On a non-profit basis by any veteran's organization or other organization that has obtained an exemption from the payment of federal income taxes as provided § 501(c)(3) of the Internal Revenue Code.

Additionally, the business must be a tenant or the owner-occupant of real property located in RPA 1.

If the business qualifies as described above, the business will be eligible for relocation assistance.

Residents. Relocation assistance is also available to those residents of RPA 1 who qualify as "displaced persons." Displaced persons are persons who voluntarily and permanently move from the property (or move their personal property from the real property) as a direct result of the RPA 1 Redevelopment Project. Displaced persons who are residents must be either tenants or owner-occupants of real property located in RPA 1.

B. Services Available In Connection With Relocation

Residents and businesses that will be relocated because of the RPA 1 Redevelopment Project are eligible to receive certain kinds of relocation services. These services include the following.

Businesses. Eligible businesses subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the business after considering the nature of the business and other related factors.

2. At least ninety (90) days' notice before the eligible business is required to vacate its current location.

3. A program of referrals by which each displaced business may receive a minimum of three (3) referrals to alternative space and at least 90 days' notice of such referral sites before the date on which the business is required to vacate its current location.

4. Arrangements for transportation to and from such referral sites.

5. Assistance in obtaining any relocation payments (described below) for which the business might be eligible.

Residents. Eligible residents subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the resident after considering the income, age, family size and other related factors.

2. At least 90 days' notice before the resident is required to vacate its current location.

3. A program of referrals by which each displaced resident may receive a minimum of three (3) referrals to decent, safe and sanitary dwelling alternatives[1] and at least 90 days' notice of such referral sites before the date on which the resident is required to vacate its current location.

4. Arrangements for transportation to and from such referral sites.

5. Assistance in obtaining any relocation payments (described below) for which the resident might be eligible.

6. For Section 8 displaced tenants, assistance requesting a new Small Area Fair Market Rent program voucher from the St. Louis County Housing Authority.

In addition, those residents who are handicapped persons (deaf, legally blind or orthopedically disabled) may be entitled to additional assistance to the extent that they have a greater burden in finding a replacement residence.

C. Relocation Payments to Businesses and Residents

Relocation Payments to Businesses. To be eligible for a relocation payment, a business must qualify as a "business" under the State Relocation Statute and the City Relocation Ordinance (described above) and have occupied its property in RPA 1 for a period beginning at least 90 days before the Developer initiated negotiations for the acquisition of the property.

All displaced businesses eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced business may elect one of the following options:

1. A three thousand dollar ($3,000.00) fixed moving expense payment and up to an additional ten thousand dollars ($10,000.00) for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue; OR

2. Actual costs of moving including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery, and up to an additional ten thousand dollars ($10,000.00)

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[1] "Decent, safe and sanitary dwelling[s]" are those which comply with applicable occupancy and housing codes, and are watertight, structurally sound, in good repair, have an electrical wiring system which is safe, have an adequate heating system, are of adequate size (with respect to the number of rooms necessary to accommodate the displaced person), and, for a handicapped person, are free of barriers which would interfere or preclude reasonable use or access to and from the replacement dwelling.

for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

In addition, the City will, on a case-by-case basis, consider TIF assistance for businesses that relocate in the areas identified as "RPA 2" or "RPA 3" on the attached map. The amount of the TIF assistance will be subject to negotiation and will be based on a variety of factors, including (a) what improvements are needed to a property to accommodate the business, (b) whether the business will provide desirable neighborhood services, (c) the number of employees employed by the business and (d) the benefit to the tax base associated with keeping the business in the City.

Relocation Payments to Residents. To be eligible for a relocation payment, a resident must qualify for relocation assistance as "displaced persons" under the State Relocation Statute and the City Relocation Ordinance (described above) and the resident must have occupied his or her (or their) property in RPA 1 for a period beginning at least 90 days before the initiation of negotiations for the acquisition of the property by the Developer.

All displaced residential persons eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced person may elect one of the following options:

1. A one thousand dollar ($1,000.00) fixed moving expense payment; OR

2. Actual reasonable moving costs of relocation including, but not limited to, actual moving costs, utility deposits, key deposits, storage of personal property up to one (1) month, the reasonable costs of packing and un-packing of personal items (for example, clothes, dishes, books, photographs, stereo equipment, televisions, etc.), utility transfer and connection fees and other initial rehousing deposits including first (1st) and last month's rent and security deposit. Such costs of relocation shall not include the cost of a replacement property or any capital improvements thereto.

Additionally, all households that include one or more displaced persons residing in RPA 1 on or before May 1, 2018 through their date of application for relocation benefits will receive:

1. For households seeking to purchase a new home, a grant of ten thousand dollars ($10,000.00) if the household purchases a new home in RPA 2 or two thousand dollars ($2,000.00) if the household purchases a new home elsewhere in the City. These grants can be used to pay closing costs, a down payment, renovation costs or temporary rent while a permanent home is being renovated.

2. For households seeking to rent a new home, a grant equal to the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year and not to exceed six thousand dollars ($6,000.00).

3. For households seeking to relocate to senior assisted housing in the City, a grant of ten thousand dollars ($10,000.00).

The City is also developing a program to provide grants and/or loans to owner-occupants of homes in RPA 2. Persons relocating from RPA 1 will be able to utilize this program to obtain additional grants and loans to assist in acquiring and renovating homes within RPA 2.

Miscellaneous Information Regarding Relocation Payments. If a business or a resident is entitled to a relocation payment and the displaced business or resident can demonstrate a need for the relocation payment in advance to reduce or avoid a hardship, the Developer or the City will issue the payment in

advance subject to reasonable safeguards to ensure the object of the payment is achieved. Otherwise, claims for a relocation payment must be filed with the Office of Relocation Assistance:

1. For displaced tenants of property, within 6 months of the date of displacement; or

2. For displaced owner-occupants of property, within 6 months of the later of the date of displacement or the final payment for acquisition of real property.

D. Waiver of Relocation Assistance and Payments

The Developer intends to acquire most of the property within RPA 1 by providing the property owners with an offer for their property. This offer may take the form of an option agreement, a purchase and sale agreement, or another agreement. In the offer, the Developer will ask the owner of the property to waive any rights to relocation assistance and/or relocation payments that the owner may be entitled to under the State Relocation Statute, the City Relocation Ordinance and this Relocation Assistance Plan. The amount of the Developer's offer to an owner of property within RPA 1 will exceed the fair market value of the owner's property; part of the excess amount offered to the owner of the property is offered in consideration of the owner's waiver of relocation assistance and/or relocation payments. Even though the Developer will ask an owner of property within RPA 1 to waive relocation assistance and/or relocation payments as a condition of its offer to purchase the property, there are certain notices that cannot be waived and are statutorily required to be given regarding an occupant's right to relocation assistance and/or relocation payments. These notices will be provided to all occupants, including those that have waived any rights to relocation assistance and/or relocation payments.

III. Additional Information

Additional information regarding the Redevelopment Plan is available at http://www.ucitymo.org/798/Olive-and-170-TIF.

The City's Office of Relocation Assistance can be reached at (314) 862-6767 during normal business hours.

* * *

Exhibit A
Overall TIF Boundary and Redevelopment Project Area Boundaries

Redevelopment Project Area
University City, Missouri

EXHIBIT J

M/WBE GOALS

FINDING 5.
MWBE AVAILABILITY

SUMMARY OF MWBE AVAILABILITY WITHIN THE RELEVANT MARKET
(Using the Master Vendor File)
St. Louis County, MO Disparity Study

Business Category	African American %	Asian American %	Hispanic American %	Native American %	Caucasian Women %	Non WMBE %
Construction	20.17%	.74%	1.72%	.25%	9.47%	66.30%
A&E	9.07%	2.83%	2.83%	.85%	15.30%	68.56%
Other						
Professional Services	12.28	2.21%	1.50%	.71%	12.42%	67.52%
Other Services	9.63%	1.22%	.69%	.30%	9.59%	76.40%
Goods	6.59%	1.10%	.87%	1.00%	13.94%	75.44%

Griffin & Strong, P.C. 2017

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EXHIBIT B

DISTRICT PROJECT AGREEMENT

[On file in the City Clerk's Office]

DISTRICT PROJECT AGREEMENT

THIS DISTRICT PROJECT AGREEMENT (this "Agreement") is made and entered into as of _____ 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI,** an incorporated political subdivision of the State of Missouri (the "City"), the _____ **COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "District") and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "Developer" and together with the City and the District, the "Parties"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the hereinafter-defined Redevelopment Agreement.

RECITALS:

1. The District was established pursuant to Ordinance No. _____ dated _____, 201_ (the "Formation Ordinance") and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

2. Pursuant to the Formation Ordinance and the CID Act, the District was created for the purpose of assisting in funding certain public improvements and certain activities and improvements related to the remediation of blight within the District (the "District Project"), as described in the Formation Ordinance and a Redevelopment Agreement dated as of _____, 2019 (the "Redevelopment Agreement") by and between the City and the Developer.

3. The City, the District and the Developer desire to enter into this Agreement, as contemplated by the Redevelopment Agreement, to set forth their respective rights and responsibilities regarding the construction and financing of the District Project.

AGREEMENT:

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Section 5. District Special Assessments and District Hotel Assessments.

(a) If the RPA 1 Redevelopment Project will include a hotel, then promptly following the approval of this Agreement by the CID Board of Directors, the Developer will, in its capacity as a property owner within the District, cause a petition to be submitted to the CID Board of Directors for imposition of the below-described "District Hotel Assessments" and for the CID Board of Directors to approve such petition and duly impose the District Hotel Assessments.

(b) The CID Board of Directors may, at its sole option and in accordance with the CID Act, impose a District Special Assessment on such portions of the Property that are subject to tax abatement pursuant to **Section 6.6** of the Redevelopment Agreement. The parties agree that the amount of the District Special Assessments, if imposed and when coupled with any portion of the Unabated Property Tax Payments deposited into the Special Allocation Fund pursuant to **Section 6.6(e)** of the Redevelopment Agreement, will not be less than the estimated amount of Payments in Lieu of Taxes that would have been derived from the Property in the absence of approval of tax abatement pursuant to **Section 6.6** of the Redevelopment Agreement.

(c) The District Hotel Assessments shall be imposed on all tracts, lots or parcels within the District that are used for the purpose of renting sleeping rooms to transient guests at the rate of $5.00 per occupied room or suite per night.

(d) If imposed, the District Special Assessments shall not be terminated prior to the payment of the assessment due for calendar year 2041 unless all Project Obligations have been paid before such date. The District Hotel Assessments shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations remain outstanding.

(e) Notwithstanding anything to the contrary herein, the Developer and the District will not impose the District Special Assessments if the City does not approve the 353 Approval Ordinance (as defined in the Redevelopment Agreement) and real property tax abatement, as contemplated by the Redevelopment Agreement, is not granted to the real property within the District.

Section 6. Continuing Existence of the District. Neither the District nor the Developer will take any action to dissolve the District or reduce the rate of the District Sales Tax, the District Special Assessments or the District Hotel Assessments until the funding and construction of the District Project are completed, including the retirement of the hereinafter-defined Project Obligations or any bonds, notes or other obligations issued to refund or refinance the Project Obligations.

Section 7. Governance of the District. The Parties acknowledge that under the terms of the Formation Ordinance and the CID Act, the District will be governed by a Board of Directors made up of five representatives of the owners of real property or businesses operating within the real property, who will be appointed by the Mayor with the consent of the City Council. The Developer, as an owner of real property in the District, will authorize the appointment to the CID Board of Directors of two persons

designated by the City who meet all other qualifications to serve on the CID Board of Directors, by designating such persons as an authorized representative of the Developer with respect to the CID. The District shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the District complies with this Agreement and all applicable laws and regulations.

Section 8. Construction of the District Project. The District Project shall be constructed and maintained pursuant to the terms of the Redevelopment Agreement. The Developer shall be reimbursed for the costs of constructing the District Project from the proceeds of the Project Obligations as described in **Section 9**.

Section 9. Project Obligation Funding of the District Project.

(a) Pursuant to **Article V** of the Redevelopment Agreement, the City will issue (or cooperate in the issuance by another issuer of) tax increment financing notes, bonds or other obligations (the "Project Obligations") to reimburse the Developer for eligible costs incurred or advanced toward the Work, as defined in the Redevelopment Agreement. The Parties agree that the District Project is part of such Work. Accordingly, the District shall, subject to annual appropriation, transfer all District Revenues collected by the District to the City (or, at the direction of the City, the Trustee) on the 15th day of each month (or if the 15th is not a business day for City offices, the next day that City offices are open) for deposit into the District Revenues Account of the appropriate fund described in the Redevelopment Agreement for application as described in such documents. The City agrees that all ordinances or indentures entered into in connection with the Project Obligations will provide for the distribution of District Expenses prior to payment of debt service on the Project Obligations. If the applicable ordinance or indenture does not provide for the distribution of District Expenses to the District, the District may withhold District Expenses from the transfer of District Revenues to the City or the Trustee. "District Expenses" means, beginning with calendar year 2019, the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and this Agreement, which, for calendar year 2019 shall equal $12,000 and, for each subsequent year, shall equal the preceding year's District Expenses increased by 3% (unless a lesser amount is requested by the District).

(b) The District shall not issue any notes, bonds or other obligations of its own without the prior written permission of the City.

Section 10. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer shall provide the District and the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri, as amended.

Section 11. Insurance. The District will maintain reasonable levels of insurance throughout its existence, including but not limited to the procurement of a directors and officers liability or similar policy which includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the Board of Directors pursuant to the CID Act and Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 12. Successors and Assigns. This Agreement may be assigned by the Developer in the same manner as allowed for the assignment of the Redevelopment Agreement.

Section 13. Severability. If 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.

Section 14. Waiver. The City's failure at any time hereafter to require strict performance by the District or the Developer of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 16. Cooperation of the City; Payment of City Fees. The City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District. Pursuant to Section 67.1461.3 of the CID Act, the District shall annually reimburse reasonable and actual costs incurred by the City in connection with the creation of the District, the negotiation and execution of this Agreement and review of annual budgets and reports required to be submitted by the District to the City, which shall not exceed one and one-half percent of the District Revenues collected by the District in such year less the amount paid by the District for a directors and officers liability policy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

By: _____
City Manager

Attest:

_____
City Clerk

[District Project Agreement]

[_____] COMMUNITY IMPROVEMENT DISTRICT

(SEAL)

By: _____
Name: _____
Title: Chairman

Attest:

By: _____
Name: _____
Title: Secretary

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

U. CITY TIF CORPORATION

By: _____
Name: Jonathan Browne
Title: President