



OFFICE OF THE MAYOR  
CITY OF ST. LOUIS  
MISSOURI

FRANCIS G. SLAY  
MAYOR

CITY HALL - ROOM 200  
1200 MARKET STREET  
SAINT LOUIS, MISSOURI 63103-2877  
(314) 622-3201  
FAX: (314) 622-4061

January 25, 2016

Mr. Paul McKee  
Northside Regeneration, LLC  
1001 Boardwalk Springs Place  
O'Fallon, MO 63366

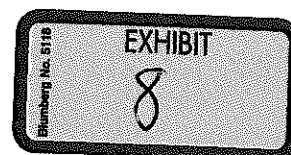
Mr. L.B. Eckelkamp, Jr.  
Bank of Washington  
200 West Main Street  
Washington, MO 63090

Dear L.B. and Paul:

My administration's top development priority is retaining the National Geospatial-Intelligence Agency ("NGA") within the City. The City's candidacy for retaining NGA is strong. In addition to being the right choice for NGA's operational needs, choosing the City site will have tremendous value for the City, NGA's employees, and the future of development in North St. Louis.

At the same time we are working to secure NGA, my administration has been working to bring private investment back to neighborhoods that have seen decades of private sector disinvestment. One project we have supported over the years is Northside Regeneration's plans to develop the near north side of the City.

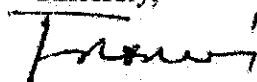
The Bank of Washington (the "Bank") and Northside Regeneration LLC ("NSR") have made January 22, 2016 significant investments in North St. Louis. I have been informed of the material provisions of the term sheet that the Bank and NSR negotiated with the Land Clearance for Redevelopment Authority ("LCRA"), the Land Reutilization Authority ("LRA"), the Planned Industrial Expansion Authority ("PIEA"), St. Louis Development Corporation, and LCRA Holdings Corporation ("LCRAH") regarding the City's acquisition of property in the NGA site (including, without limitation, the contemplated Further Assurances Agreement by and among NSR, the Bank, LCRA and LCRAH). A copy of the term sheet as signed by NSR, the Bank, LCRA, LRA, PIEA and LCRAH is attached to this letter.



I support the term sheet's provisions (including, without limitation, the understanding that LCRA will cause the timely completion of improvements to Jefferson Ave. (from Highway 40 to Natural Bridge) and Cass Ave. (from Tucker Blvd. to Grand Blvd.), substantially consistent with the project summaries prepared by Cole & Associates, Inc.), and will continue to support the implementation of those provisions following the execution of definitive agreements in accordance with the term sheet. Further, so long as the New Minimum Development Thresholds described in the Term Sheet are being met (whether or not the Second Amended Redevelopment Agreement contemplated under the Term Sheet has been finalized, approved and executed) I will not support or direct any actions inconsistent with the Term Sheet, including but not limited to Sections 2(e), 2(f) and 2(g) thereof.

I look forward to seeing the progress that can be made in the Northside Regeneration area. I remain hopeful that NSR will be able to develop projects.

Sincerely,



Francis G. Slay  
Mayor, City of St. Louis

Cc: Steve Stone, Stone Leyton & Gershman

Confidential  
For Settlement Discussions Only  
Subject to Rule 408 F.R.E.

### Term Sheet

On or before January 27, 2016, Northside (with the written consent of the Bank of Washington) and the appropriate City-affiliated entities as described herein shall enter into the (i) PSA described in Section 1 below, (ii) the Future Assurances Agreement described in Section 2 below, and (iii) the Acquisition Agreement Amendments described in Section 3 below, which documents shall be executed contemporaneously.

1. Purchase and Sale Agreement. Northside and any related entities that have interests in the herein-defined Northside NGA Property (collectively, "*Northside*") and LCRA and/or LCRA Holdings Corporation (collectively, "*LCRA*") shall enter into a binding Purchase and Sale Agreement (the "*PSA*"), pursuant to which Northside shall sell to LCRA all right, title and interest of Northside in the Northside NGA Property (as defined hereinbelow), free and clear of all monetary liens, claims and interests, upon the terms and conditions described below in this Term Sheet.
  - (a) The PSA shall provide for closing through establishment of an escrow pursuant to an escrow agreement (the "*Escrow Agreement*") to be established by LCRA, Northside and Bank of Washington with Old Republic Title Company of St. Louis, Inc. (the "*Escrow Agent*"). The form of said Escrow Agreement shall be attached as an exhibit to the PSA and the terms thereof shall include the following:
    - (i) On or before \_\_\_\_\_, 2015 (the "*Deposit Date*"),
      - (1) Northside shall cause to be deposited with the Escrow Agent Special Warranty Deeds from Northside to LCRA, in recordable form, transferring Northside's right, title and interest to the Northside NGA Property, free and clear of all liens, charges and encumbrances (a) granted or incurred by Northside or (b) resulting from or arising during Northside's ownership of the Northside NGA Property, other than those liens, charges and encumbrances (x) released under the BOW Deed of Release (as defined below) or (y) granted or incurred by any of the Authorities during their ownership of the Authority Formerly-Owned Property (collectively, the "*Northside Deed*"), and
      - (2) Bank of Washington shall cause to be deposited with the Escrow Agent a Deed of Release from the Bank of Washington releasing its liens, claims and encumbrances against the Northside NGA Property (the "*BOW Deed of Release*").
    - (ii) On or before the Deposit Date, LCRA shall cause to be deposited with the Escrow Agent the following:
      - (1) the Titan Loan Documents;

- (2) an assignment, in recordable form, transferring LCRA's right, title and interest in the Titan Loan Documents to the Bank of Washington, free and clear of liens, charges and encumbrances created by LCRA (the "*LCRA Titan Assignment*"); and
  - (3) a Special Warranty Deed from LCRA to Northside, in recordable form, transferring LCRA's right, title and interest to the Titan Non-NGA Properties, free and clear of all liens, charges and encumbrances created by LCRA (the "*LCRA Titan Deed*").
- (iii) Prior to deposit of the Northside Deed, the BOW Deed of Release, the LCRA Titan Assignment or the LCRA Titan Deed into escrow, LCRA, Northside and the Bank of Washington shall have a right of review and reasonable approval regarding the form, adequacy and assignability of such documents, and Northside and the Bank of Washington shall have a right to review documentation providing appropriate substantiation of the amounts paid or payable by LCRA or its designee to acquire the Titan Loan Documents, the Titan Non-NGA Properties and the Titan NGA Properties (including any such amounts conditioned upon selection of the NGA Site by the NGA).
- (iv) Consummation of the closing under the Escrow Agreement (the "*Closing*") shall occur following the NGA Announcement selecting the NGA Site, upon LCRA delivering or causing the delivery to the Escrow Agent of good funds in the following amounts (collectively, the "*Closing Payment*"):
  - (1) Seven Hundred Fifty-Six Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$756,845.00) for the Authority Formerly-Owned Property within the NGA Site;
  - (2) Six Hundred Sixty-One Thousand Five Hundred Ninety-Six and 00/100 Dollars (\$661,596.00) for the Non-Authority Formerly-Owned Property within the NGA Site; and
  - (3) One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00) for the BOW Deed of Release and the release thereunder of the liens, claims and encumbrances held by the Bank of Washington against the Northside NGA Property.
- (v) In the event that the NGA Announcement selects a site other than the NGA Site, then the procedure set forth in Subsection 1(d) below shall apply.
- (vi) As part of the Closing, the Escrow Agent shall:

- (1) record the Northside Deed, the BOW Deed of Release, the LCRA Titan Assignment and the LCRA Titan Deed in the Office of the Recorder of Deeds for the City of St. Louis,
  - (2) disburse to the Bank of Washington an amount equal to the entire Closing Payment, less standard and reasonable closing costs (the parties agree that they shall each bear their respective legal fees, and that closing costs shall not include such legal fees), and
  - (3) deliver the Titan Loan Documents to the Bank of Washington.
- (vii) In the event that Closing has not occurred within 15 months after the Deposit Date (subject to extension by mutual agreement of the parties), any of LCRA, Northside or the Bank of Washington may request by written notice to the other parties and the Escrow Agent that the Escrow Agreement be terminated, in which event the Northside Deed, the BOW Deed of Release, the LCRA Titan Assignment, the LCRA Titan Deed and any other documents deposited with the Escrow Agent pursuant to the Escrow Agreement shall be returned to the party who originally deposited the same.
- (b) In the event that the NGA Announcement selects the NGA Site, LCRA shall pay to the Bank of Washington the additional amount of Two Million and 00/100 Dollars (\$2,000,000.00) to be paid concurrently with the closing of the first transaction through which the NGA acquires any portion of real property within the NGA Site from LCRA.
  - (c) LCRA has acquired the Titan Loan Documents, the Titan Non-NGA Properties and the Titan NGA Properties from Titan Fish Two, LLC for a purchase price consisting of (i) a payment of \$5,000,000 and (ii) a contingent additional payment of \$2,000,000 to be paid concurrently with the closing of the first transaction through which the NGA acquires any portion of real property within the NGA Site from LCRA.
  - (d) If the NGA Announcement selects a site other than the NGA Site, then in such event the Closing shall occur only in accordance with the procedures set forth in subsections (i) and (ii) below:
    - (i) Northside shall have the right to elect (the "*NSR Purchase Election*"), during the period of nine (9) months from the date on which the NGA Announcement occurs (the "*NSR Election Period*"), to pay to the Escrow Agent, for disbursement to LCRA, an amount equal to the sum of (A) Five Million and 00/100 Dollars (\$5,000,000.00) plus interest accruing thereon from and after September 1, 2015 at the annual rate of 4.25% (which is the interest rate on the loan from Pulaski Bank, N.A. to the St. Louis Municipal Finance Corporation, which funds were loaned to LCRA to acquire property within the NGA Site, including the Titan NGA

Properties), (B) the amount paid by LCRA to acquire all other property (or interests therein) within the NGA Site and (C) reasonable maintenance and development costs incurred by LCRA for such property. Upon receiving such payment, the Escrow Agent will (1) pay such amount to LCRA, (2) deliver the Titan Loan Documents to the Bank of Washington, (3) record the LCRA Titan Assignment and the LCRA Titan Deed, (4) return the Northside Deed to Northside and the BOW Release to the Bank of Washington, and (4) deliver to Northside, in recordable form, title to any such other property purchased by Northside pursuant to this option.

- (ii) In the event that Northside either waives in writing its rights pursuant to Subsection 1(d)(i) above, or fails to exercise such rights before the end of the NSR Election Period, then LCRA shall have a period of nine (9) months from the earlier of (i) the date of such waiver or (ii) the expiration of the NSR Election Period in which to proceed with Closing or to advise the Escrow Agent and Northside of LCRA's decision to terminate the escrow.
- (e) Northside shall agree that 50% of all Economic Activity Taxes (as defined in the TIF Act) (i.e., 100% of the portion captured by tax increment financing, which portion is referred to herein as the "EATs") generated from the NGA Site shall be applied in the manner set forth in the Financing Agreement (including any amendments and supplements thereto) among the State, the City and the LCRA (the "NGA Financing Agreement"), until payment in full of the bonds secured by the NGA Financing Agreement and of any redevelopment project costs benefitting the NGA Site to be paid pursuant to the NGA Financing Agreement. Thereafter, all EATs generated from the NGA Site shall be applied in the manner set forth in the Existing Redevelopment Agreement (as amended pursuant to the Second Amended and Restated Redevelopment Agreement described below). Upon execution of this Term Sheet, LCRA shall provide to Northside a copy of the current draft of said NGA Financing Agreement. Northside may terminate this Term Sheet by providing written notice of such intent to the other parties within 96 hours after Northside's initial receipt of the NGA Financing Agreement. Thereafter, LCRA shall timely provide Northside with updates on the negotiations regarding the NGA Financing Agreement, and with copies of further drafts of the NGA Financing Agreement, the finally agreed form thereof, and any subsequent amendments or modifications thereto. The provisions of this paragraph will be superseded by a Second Amended Redevelopment Agreement incorporating the terms of Subsection 2(d)(1) hereof.
- (f) The effectiveness of the PSA shall be conditioned upon the execution and delivery of the Future Assurances Agreement, the Acquisition Agreement Amendments.
- (g) All properties owned by Northside which are encumbered by claims, loans, deeds of trust, liens or security interests held by, or granted in favor of, parties other than the Bank of Washington, including the properties commonly known as

Friedman (collectively, the "*Other Parcels*"), are not included as part of the "Northside NGA Property". With respect to such Other Parcels, the parties agree that:

- (i) Upon execution of the PSA, Northside shall grant to LCRA an option to purchase any or all of the Other Parcels for One Dollar and 00/100 (\$1.00) paid upon execution of the PSA.
  - (ii) Upon execution of the PSA, Northside shall authorize LCRA and its agents to negotiate with the lenders and deed of trust holders in whatever manner it sees fit and shall immediately deliver copies of all purchase and sale agreements, closing documents, loan documents, deeds of trust, and any other documents entered into between Northside and the seller or deed of trust holder of the Other Parcels (provided, however, that LCRA shall, to the extent permitted by law, indemnify Northside from any claims asserted against it by any such lenders or deed of trust holders as a result of the actions of LCRA or its agents).
  - (iii) If LCRA elects to acquire any or all of the Other Parcels, it shall give notice to Northside in writing, and Northside will transfer its right, title and interest in the Other Parcels to be acquired within ten (10) days of the notice.
  - (iv) Northside will not in any way challenge or contest the LCRA's use of eminent domain to acquire any or all of the Other Parcels.
- (h) The parties acknowledge that the Northside NGA Property to be conveyed hereunder includes certain purchase agreements held by Northside with third party sellers with respect to various real properties located within the NGA Site (the "*Northside NGA Area Contracts*"), and that LCRA or its agents are or may be currently submitting offers on some or all of the same properties subject to the Northside NGA Area Contracts (the "*LCRA Competing Offers*"). Upon execution of the PSA, Northside shall grant to LCRA an option to receive an immediate assignment of any or all of the Northside NGA Area Contracts for consideration of One Dollar and 00/100 (\$1.00) paid upon execution of the PSA (and the right of Northside to be reimbursed for any earnest money applied toward the purchase price upon closing under any such contracts). The parties agree that LCRA shall, to the extent permitted by law, indemnify Northside from any claims asserted against it by any sellers or brokers in connection with the Northside NGA Area Contracts or the LCRA Competing Offers as a result of the actions of LCRA or its agents.

2. Future Assurances Agreement. Contemporaneously with the execution of the PSA, Northside and LCRA, the other Authorities and SLDC shall enter into an agreement (the "*Future Assurances Agreement*") with the terms and conditions described below. The effectiveness of the Future Assurances Agreement shall not be conditioned upon the NGA Closing and shall be effective whether or not the NGA Closing ultimately occurs.

(Capitalized terms used below in Subsection 2(c) but not otherwise defined in this Term Sheet shall have the meaning provided under the Existing Redevelopment Agreement.)

- (a) The parties will cooperate with each other toward the development of projects in the vicinity of the NGA Site.
- (b) LCRA agrees (and prior to the NGA Announcement, LCRA will also commit to the NGA) that, if the NGA selects the NGA Site, the LCRA will cause the timely completion of improvements to Jefferson Ave. (from Highway 40 to Natural Bridge) and Cass Ave. (from Tucker Blvd. to Grand Blvd.), substantially consistent with the road project summaries prepared for Cass Ave. and Jefferson Ave. (including a rendered example) attached hereto as **Exhibit A**, and with the Projected Sources and Uses schedule attached hereto as **Exhibit B**. Such work shall improve Jefferson Ave. in a consistent manner for the entire length from Highway 40 to Natural Bridge, and shall improve Cass Ave. in a consistent manner along the entire length from Tucker Blvd. to Grand Blvd. The attached Exhibit A is provided to generally define and describe the scope of work for the road work and to set the standards for quality and impact. Each party recognizes that such road work has not yet been designed and the final design specifications may contain differences without sacrificing the intended level, quality and scale of the improvements. In connection with the performance of such street work, the City shall grant Northside or its designee an easement in the street right-of-way to install fiber-optic cable in conjunction with the construction activity.
- (c) If the NGA Announcement selects the NGA Site, LCRA and the Developer will work together to qualify Redevelopment Projects (as defined in the Existing Redevelopment Agreement) as Offsite NGA Project Costs (as defined in the NGA Financing Agreement).
- (d) Northside and the City shall promptly and in good faith negotiate the terms of an amendment and restatement of the Existing Redevelopment Agreement (the "*Second Amended Redevelopment Agreement*"). The Second Amended Redevelopment Agreement shall address the matters described below in this Subsection (d). The said parties shall further cooperate diligently and in good faith to pursue and obtain all necessary Aldermanic and other approvals required in connection with the authorization and execution of the Second Amended Redevelopment Agreement, at the earliest feasible time.
  - (i) Under the terms of the Existing Redevelopment Agreement, the TIF Revenues subject to the Redevelopment Agreement and to be deposited into the EATs Account include the EATs received by the City within the Northside Project Area. Under the Second Amended Redevelopment Agreement, Northside shall agree that all such EATs generated from the NGA Site shall be applied in the manner set forth in the NGA Financing Agreement (including any amendments and supplements thereto) until payment in full of the bonds secured by the NGA Financing Agreement and of any redevelopment project costs benefitting the NGA Site to be

paid pursuant to the NGA Financing Agreement (collectively, the "NGA Bond and Project Costs").

Following payment in full of the NGA Bond and Project Costs, all excess EATs generated from the NGA Site and deposited into the EATs Account shall be retained in the Special Allocation Fund and shall be applied to the payment of TIF Notes, or as otherwise set forth in the Second Amended Redevelopment Agreement or any Parcel Development Agreement.

- (ii) The Second Amended Redevelopment Agreement shall incorporate a Parcel Development Agreement structure (similar to the structure used in the redevelopment agreement for Cortex) to allow access to TIF revenues for particular projects pursued by other developers who qualify as "Subdevelopers". Under the Cortex redevelopment agreement (and similar redevelopment agreements), the designated Developer thereunder is expressly authorized to enter into individual Parcel Development Agreements with one or more Subdevelopers, pursuant to which such Subdevelopers assume responsibility for undertaking and completing discrete "sub-projects" identified under the related Parcel Development Agreement, and for submitting the required certificates and supporting documentation in connection therewith – qualifying expenditures in connection with such "sub-projects" are then eligible for reimbursement from TIF funds or proceeds of TIF obligations.
  - (1) Subdevelopers and Subdeveloper projects proposed by Northside as Developer shall be subject to approval by SLDC (not to be unreasonably conditioned, withheld or delayed). (References below to the "Developer" refer to Northside.)
  - (2) The City, acting through SLDC, also shall be allowed to designate parties as Subdevelopers, but only subject to the following requirements:
    - (i) The City shall not seek to designate any party as a Subdeveloper until at least 9 months after the date of the NGA Announcement (whether or not the NGA Site is selected thereunder).
    - (ii) Further, the City may not seek to designate any party as a Subdeveloper if such designation would result in Parcel Development Agreements covering more than 25% of the total area owned by Northside within the Northside Project Area following the conclusion of the exercise of the purchase rights contemplated under Subsections 1(a) or 1(d) above (as applicable) or the final termination of such rights, but subject to the following qualification. Notwithstanding the foregoing, the 25% limitation in the

preceding sentence shall not apply during any period in which there has been a formal, valid declaration of an Event of Default on the part of Northside under the Second Amended Redevelopment Agreement regarding the deadlines described in Subsection 2(d)(iii) below, and such Event of Default is continuing and has not been cured.

- (iii) In proposing a Subdeveloper, the City shall give the Developer advance written notice identifying the proposed Subdeveloper, the principals thereof, the specific nature of the proposed redevelopment (including any identified proposed users) and the specific proposed location. (The parties agree that reasonable reciprocal confidentiality and "no steal" provisions shall be included in the Second Amended Redevelopment Agreement, in order to facilitate sharing of sensitive information, including information such as the foregoing and that contemplated under subparagraph (iv) below.)
- (iv) No proposed Subdeveloper shall be allowed to pursue a development for a prospective user with whom the Developer has been engaged in active discussions within the 12 month period prior thereto.
- (v) For purposes of implementing the provisions of the following subparagraphs (vi) and (vii) and of Subsection 2(d)(vii) below, Northside and the City shall select a mutually agreeable third-party arbiter (the "Arbiter"), to act in the case of disagreement between the parties. In the event that the parties are unable to agree upon the selection of such Arbiter, and such dispute or deadlock continues for more than thirty (30) days, then either of the parties may by written notice initiate arbitration pursuant to the "baseball" arbitration process described on Exhibit C attached hereto.
- (vi) The Developer shall have the right to reasonably object to any proposed designation of a Subdeveloper whose proposed project would conflict with either (a) the Developer's overall development plan as to location and/or proposed use, and/or (b) any redevelopment contemplated under another existing or proposed Parcel Development Agreement with another Subdeveloper. In such event, Developer shall identify, in detail, the nature of the conflict to the City. If the City does not accede to Developer's objection, the dispute shall be submitted to the Arbiter for determination whether a conflict in fact exists. If so, the

Subdeveloper shall not be designated for the proposed project.

- (vii) The Developer shall have the right to object to a proposed Subdeveloper that has as an owner or a material participant a party who has evidenced moral turpitude of a nature which could negatively impact the reputation of the Northside Development. If the City does not accede to Developer's objection, the dispute shall be submitted to the Arbitrator for determination whether such facts exist and if so the Subdeveloper shall not be designated for the proposed project.
- (3) Such Parcel Development Agreement revisions shall supersede and replace the existing Co-Developer concept in Section 3.10, and shall provide a similar requirement that at least 25% of the redevelopment area must be developed by Subdevelopers not under majority ownership or control by the Developer, and that no more than 75% thereof may be redeveloped directly by the Developer or affiliates under majority ownership or control by the Developer. In addition, such revisions shall provide that said 25% requirement may also be satisfied by developments pursued by purchaser/owners (not under majority ownership or control by the Developer) on properties purchased from the Developer, even if such parties do not seek Subdeveloper status ("Purchaser Developers").
- (4) TIF revenues available under a Parcel Development Agreement would be limited to only those revenues generated from the project developed on the applicable parcel. Section 3.11 of the Existing Redevelopment Agreement would be amended so that any TIF revenues not required for a project developed under the Parcel Development Agreement may be used for the payment of Area-Wide TIF Notes as described below.
- (5) To the extent that site assembly for a project proposed to be developed under any Parcel Development Agreement requires real property owned by the Developer, the Developer shall be entitled to reimbursement for an allocable share of the certified and actual "project average" acquisition costs and other hard and soft third-party development costs already incurred by the Developer in connection with the Northside Redevelopment Project (net of distressed area land assemblage tax credit proceeds received by the Developer), as calculated and allocated to the subject subdevelopment on a per square foot basis, plus 15% of the aforesaid acquisition and development costs. (In the event that all or part of the property to be acquired from the Developer for such a

project was acquired by Developer in a seller-financed transaction, which requires the payment of such to precede the aforesaid reimbursement and shall be adjusted as necessary to assure payment of the outstanding balance of such seller-financed indebtedness.) The parties will use their best efforts to amend the Redevelopment Plan so that amounts paid by a Subdeveloper to the Developer pursuant to this subparagraph qualify as Reimbursable Redevelopment Project Costs (provided, however, that this change is not intended to and shall not act to reduce the amount of the aforesaid reimbursement to the Developer).

- (iii) In place of the current Section 3.4 deadlines and Exhibit J list of potential redevelopment projects in the Existing Redevelopment Agreement, the Developer shall be required (directly or through Subdevelopers or Purchaser Developers) to commence every 12 months, new project improvements with project costs of at least \$5 million (provided, that project costs shall include a pro rata percentage of the development costs incurred with respect to the overall development, as verified in a manner consistent with the cost certification procedures provided under the Existing Redevelopment Agreement, and soft costs of more than \$750,000 shall not count toward the \$5 million obligation hereunder, and the parties agree that no costs incurred by the NGA count toward the \$5 million obligation hereunder). (The project development requirements set forth in this Subsection 2(d)(iii) are sometimes herein referred to as the "*New Minimum Development Threshold Requirements*".) Such requirement shall commence with the date of the NGA Announcement selecting the NGA Site (provided, however, that for purposes of determining the amount of such project improvement costs attributable to the initial 12-month period following the NGA Announcement, the Developer also shall be given credit for any such project improvement costs which are incurred between the date of this Term Sheet and the NGA Announcement, subject to the limitation on soft costs referenced above).
  - (1) Such requirement shall be calculated on a cumulative basis (i.e., if the first project commenced is a \$10 million project, then the Developer will be deemed to have satisfied the requirement for a period of 24 months). Notwithstanding such cumulative calculation, however, the Developer (directly or through Subdevelopers or Purchaser Developers) in all events shall be required to commence new project improvements with project costs of at least \$5 million in each 36-month period, without regard to "carry over" of costs of previous projects which may have exceeded the aforesaid minimum for a given 12-month period.
  - (2) Alternatively, in the event that the NGA Announcement does not select the NGA Site, then Section 3.4 of the Existing Redevelopment Agreement would be revised to require the

Developer (directly or through Subdevelopers or Purchaser Developers) to commence every 12 months, project improvements with project costs of at least \$3 million (including a pro rata percentage of the development costs incurred with respect to the overall development, provided that soft costs of more than \$450,000 shall not count toward the \$3 million obligation hereunder), with such requirement to commence 18 months following the NGA Announcement choosing a site other than the NGA Site. Again, such requirement would be calculated on a cumulative basis (as described in subsection (1) above), but notwithstanding such cumulative calculation, the Developer (directly or through Subdevelopers or Purchaser Developers) in all events would be required to commence new project improvements with project costs of at least \$3 million in each 36-month period, without regard to "carry over" of costs of previous projects which may have exceeded the aforesaid minimum for a given 12-month period.

- (3) Notwithstanding the aforesaid, in the event that (a) the NGA Announcement selects a site other than the NGA Site, (b) Northside does not exercise the NSR Purchase Election described in Subsection 1(d)(i) above, and (c) a party other than Northside is designated as the developer of the NGA Site under the Chapter 99 regime applicable thereto, then each of the following dates or time periods shall be extended by an additional 12 months: (i) the date of commencement of the aforesaid requirements under this Subsection 2(d)(iii) regarding 12 month, 18 month or 36 month deadlines (as applicable) for minimum project improvements, and (ii) the time period under the last clause of Subsection 2(e) below, regarding declaration of default.
- (iv) Section 3.11 of the Existing Redevelopment Agreement provides for cooperation between Northside and the City relating to economic incentives for "Other Developers" pursuing projects within the Northside Project Area. The Agreement contemplates mutual agreement between Northside and the City regarding "compatibility" of such proposals with the Northside development. The parties acknowledge the City's desire to use or provide extensions of tax abatement within the Northside Project Area, from time to time, can erode the potential revenues available for funding the Special Allocation Fund. If the City authorizes any future tax abatement within the Northside Project Area without the Developer's prior written consent, the project cost expenditures associated with the project receiving tax abatement shall count toward the Developer's obligations under Subsection 2(d)(iii) above.
- (v) Currently, Section 3.11 of the Existing Redevelopment Agreement provides that agreements with Other Developers does not alter the amount of TIF assistance provided to Northside. This provision should be

coordinated with the Parcel Development Agreement structure regarding parties who are designated as Subdevelopers, to clarify that per usual Parcel Development Agreement structure, there would be a dollar-for-dollar reduction with respect to future TIF assistance available to the Developer under the Second Amended Development Agreement.

- (vi) The cost reimbursement matrix in Section 4.1 of the Existing Redevelopment Agreement shall be replaced in toto with a provision allowing reimbursement of all expenses qualifying as "redevelopment project costs" under §99.805.1(15) RSMo. The concept of Redevelopment Project Areas, or "RPAs", will be eliminated and replaced by the concept of Subproject Areas. Each Redevelopment Project or Subdeveloper Project approved within the Northside Project Area (each a "Subproject") shall define the specific limits of the respective Subproject Area. All incremental tax revenues from within a given Subproject Area will be deposited into segregated sub-accounts relating to such Subproject Area and first applied to TIF Notes or reimbursable project costs authorized in connection with said Subproject; after the reimbursable costs with respect to such Subproject have been repaid, all excess incremental revenues shall be deposited in the main sub-accounts (i.e., the main EATs Account and the main PILOTs Account) of the Special Allocation Fund for the entire Northside Project Area. In addition, if no Area-Wide TIF Notes (as described in (vii) below) are then outstanding, any TIF Notes issued to the Developer in connection with a Subproject (each a "Developer Subproject TIF Note") shall be payable from such main sub-accounts for the entire Northside Project Area. The parties agree that this revision will require amendment of the Redevelopment Plan following a public hearing by the TIF Commission.
- (vii) The Second Amended Redevelopment Agreement shall provide that:
  - (1) In addition to the TIF Notes for Subprojects approved as described under (vi) above, the Developer would have the right to receive "Area-Wide TIF Notes" for completed infrastructure projects or other projects that benefit the entire Northside Project Area (each a "Developer Area-Wide TIF Note"). The Area-Wide TIF Notes would be payable from the main sub-accounts (i.e., the main EATs Account and the main PILOTs Account) of the Special Allocation Fund for the entire Northside Project Area.
  - (2) The City (or any City agency) would also have the right to receive Area-Wide TIF Notes for up to \$10.7 million of redevelopment project costs incurred by the City (or any City agency) (the "City Area-Wide TIF Notes"), said amount being subject to adjustment as provided below. The aforesaid maximum \$10.7 million dollar amount regarding the City Area-Wide TIF Notes shall be reduced by any amounts received by the City from a third party for the

purchase of the Titan NGA Properties. Further, no City Area-Wide TIF Notes shall be issued if the NGA Announcement selects a site other than the NGA Site, and the NSR Purchase Election under Section 1(d)(i) above is exercised and closes. City Area-Wide TIF Notes shall not be assigned, transferred or encumbered by the original holder thereof (except for transfers between City agencies or between the City and a City agency).

- (3) Notwithstanding the aforesaid authorization for issuance of City Area-Wide TIF Notes, the City's primary goal is to foster increased economic activity and renewal produced by development in the Northside Project Area; accordingly, development approvals and new TIF Note issuances to Developer and Subdevelopers will be favored in all respects over the City's subordinate payment rights under any City Area-Wide TIF Notes. All City Area-Wide TIF Notes would be fully subordinate to any Developer Area-Wide TIF Notes, and to any Developer Subproject TIF Notes (notwithstanding whether such any Developer Area-Wide TIF Note or Developer Subproject TIF Note is issued before or after any City Area-Wide TIF Note). No holder of any City Area-Wide TIF Note may ask for, demand payment of, take or receive the whole or any part of the indebtedness thereunder, or sue for or institute any legal proceedings for the recovery of moneys due on account of such City Area-Wide TIF Note, unless and until all Developer Area-Wide TIF Notes and Developer Subproject TIF Notes shall have been fully paid. The priorities set forth above will not be altered or otherwise affected by any amendment, modification, supplement, extension, renewal, restatement or replacement of any of the Developer Area-Wide TIF Notes or Developer Subproject TIF Notes.
- (4) No City Area-Wide TIF Notes shall be issued until one or more Developer Area-Wide TIF Notes or Developer Subproject TIF Notes have been issued. Consistent with the foregoing provisions of this Subsection 2(d)(vii), any such Developer Area-Wide TIF Notes or Developer Subproject TIF Notes shall be payable from the respective main sub-accounts within the Special Allocation Fund and shall have priority regarding the funds in such sub-accounts, superior to any City Area-Wide TIF Notes.
- (5) In the event of a dispute regarding this Subsection 2(d)(vii), including any dispute regarding development approvals or TIF Note issuances for eligible expenditures, the parties shall submit such dispute to the Arbiter for resolution. In the event that the parties are unable to agree upon the selection of the Arbiter, and such dispute or deadlock continues for more than thirty (30) days, then either of the parties may by written notice initiate arbitration

pursuant to the "baseball" arbitration process described on Exhibit C attached hereto. The parties agree that in resolving any such dispute hereunder, the Arbiter or arbitrator(s) (as applicable) shall be guided by the greater weight to be given to the need for development in the Northside Project Area versus the City's interest in payments regarding any City Area-Wide TIF Notes.

- (viii) Sections 5.1 and 5.2 will be revised to reflect that Notes may be issued to Subdevelopers under Parcel Development Agreements, upon terms consistent with the provisions set forth in this Term Sheet.
- (ix) Section 6.1 will be revised to specifically reference the creation of an NGA sub-account and other specific parcel sub-accounts of the Special Allocation Fund (which will be necessary for the administration of the Parcel Development Agreements).
- (x) SLDC will be added as a party to the Redevelopment Agreement to allow SLDC to administer the Parcel Development Agreements.
- (xi) The Existing Redevelopment Agreement contains a special requirement that no portion of any Redevelopment Project for which reimbursement will be sought would be commenced by the Developer without the written consent of SLDC's Executive Director. The Second Amended Redevelopment Agreement will be amended to allow the Developer to seek approval by the SLDC's Executive Director, at any time and from time to time, for any Redevelopment Project under which reimbursement is sought, provided that no such reimbursement will occur unless and until consent has been so received. The Developer will request such consent in writing and provide sufficient detail to SLDC's Executive Director as needed to underwrite such redevelopment project. If the SLDC's Executive Director, in the exercise of his reasonable discretion, does not approve such a Redevelopment Project, such disapproval will contain, in reasonable detail, the changes to the Redevelopment Project needed to secure such a reimbursement approval. If SLDC's Executive Director fails to approve or disapprove a Redevelopment Project within 30 days after written submission by the Developer, such Redevelopment Project will be deemed approved.
- (xii) Following completion by the Developer (directly or through Subdevelopers) of new improvements with total project costs satisfying the New Minimum Development Threshold Requirements under Subsection 2(d)(iii) above (i.e., as soon as projects are completed with total project costs of at least \$5 million if NGA selects the NGA Site or at least \$3 million if NGA does not select the NGA site), and provided that the Developer remains in compliance with such New Minimum Development Threshold Requirements, then express authorization would be provided for Developer to begin accessing amounts on a "pay as you

go" basis for qualifying TIF eligible expenses incurred for completed work, but limited to a maximum of 50% of the then-existing uncommitted balance in the Special Allocation Fund balance and not to exceed \$250,000 in any year.

- (xiii) The Existing Redevelopment Agreement designates Development Strategies as "TIF Revenue Monitor", and Section 6.10 provides that "The City shall provide to the TIF Revenue Monitor the information collected and used by the City to calculate TIF Revenues". This requirement should be refined to require that the necessary information be provided to the TIF Revenue Monitor on a regular and timely basis, with such information for each year to be provided no later than March 1 of the following year.
- (e) To provide time to negotiate a Second Amended Redevelopment Agreement, neither party will claim an Event of Default under the Existing Redevelopment Agreement or initiate any proceeding or legal action of any kind against the other or any related party with respect to the Existing Redevelopment Agreement during the Redevelopment Agreement Negotiation Period.
- (f) Under the Future Assurances Agreement, the parties shall covenant and agree that if a Second Amended Redevelopment Agreement consistent with the above requirements is submitted to the Board of Aldermen for approval, but the Board of Aldermen or a committee thereof fails to take such action as may be required to pass an ordinance approving the Second Amended Redevelopment Agreement, then no party shall declare any default under either the Existing Redevelopment Agreement or any of the Acquisition Agreements during the period extending from the date hereof until the date 24 months after the NGA Announcement.
- (g) Notwithstanding the foregoing Subsections 2(e) and 2(f), however, the parties agree that, commencing with the date of the NGA Announcement, the Developer shall adhere to the New Minimum Development Threshold Requirements and deadlines set forth in Subsection 2(d)(iii) above, and further agree that Developer's failure to comply with such New Minimum Development Threshold Requirements and deadlines shall constitute grounds for the City to declare a default under the Existing Redevelopment Agreement; provided, however, that the parties shall not claim a default under the Existing Redevelopment Agreement so long as, commencing with the date of the NGA Announcement, Northside adheres to and complies with such New Minimum Development Threshold Requirements and deadlines set forth in Subsection 2(d)(iii) above.
- (h) The parties shall covenant and agree that any agreement by a party to forbear, delay or refrain from claiming a default or an Event of Default under the Existing Redevelopment Agreement, or to take any action on a default or an Event of Default, shall not constitute or be deemed to constitute (i) a waiver of such default or Event of Default or (ii) an admission or acknowledgement by any party of the existence of any default on the part of such party.

- (i) The parties shall covenant and agree to (i) diligently cooperate in good faith to obtain the issuance of a "no further action letter" from the Missouri Department of Natural Resources ("DNR") with respect to the entire Pruitt-Igoe property (including providing to DNR a survey of the property and recording a deed restriction satisfactory to DNR restricting any future residential use of such property), and (ii) reasonably cooperate in good faith with Northside in its request for rezoning of the Pruitt-Igoe property to zoning classification "G - Local Commercial and Office District" (the "*P-I Rezoning*").
3. Acquisition Agreement Amendments. Northside, LRA, PIEA and LCRA shall enter into amendments to the Acquisition Agreements, upon the terms and conditions described below (collectively, the "*Acquisition Agreement Amendments*"). The effectiveness of the Acquisition Agreement Amendments shall not be conditioned upon the NGA Closing and shall be effective whether or not the NGA Closing ultimately occurs.
- (a) LCRA and Northside shall enter into an amendment to the Acquisition Agreement - LCRA, providing for the following:
    - (i) Extension of the current "Pruitt-Igoe Option Period" under Section 7.2 of the Acquisition Agreement - LCRA to the later to occur of: (I) February 14, 2016 (the current date), or (II) the date that is 90 days after final approval of the P-I Rezoning has been granted (provided, however, that in no event shall such extension exceed seven (7) years from the date hereof);
    - (ii) The definition of "Northside Redevelopment Agreement" shall be revised, effective upon adoption and execution of the Second Amended Redevelopment Agreement, to refer to the Second Amended Redevelopment Agreement and any subsequent redevelopment agreement entered into between Northside and the City with respect to all or any portion of the Northside Project Area;
    - (iii) Section 6.1.A of the Acquisition Agreement - LCRA shall be revised to include as a "Material Default" the failure of Northside to adhere to or comply with the New Minimum Development Threshold Requirements imposed under the Future Assurances Agreement, pursuant to Subsection 2(d)(iii) above;
    - (iv) An express covenant and agreement on the part of LCRA that, with respect to the Authority Owned Property thereunder and the Additional Authority Owned Property thereunder, any lien of the Bank of Washington's deed of trust thereon shall remain in existence and shall not be extinguished following any exercise of the right of repurchase set forth in Section 6.2 of the Acquisition Agreement - LCRA; and
    - (v) An express covenant and agreement on the part of LCRA that LCRA will not claim a default on the part of Northside under the Acquisition

Agreement – LCRA or exercise its repurchase rights under the Acquisition Agreement – LCRA, either (i) during the Redevelopment Agreement Negotiation Period, or (ii) thereafter, so long as, commencing with the date of the NGA Announcement, Northside adheres to and complies with the New Minimum Development Threshold Requirements and deadlines set forth in Subsection 2(d)(iii) above; provided however that such agreement to forbear, delay or refrain from claiming a default or an Event of Default under the Acquisition Agreement – LCRA, as amended, shall not constitute or be deemed to constitute (a) a waiver of such default or Event of Default or (b) an admission or acknowledgement by any party of the existence of any default on the part of such party.

- (b) LRA and Northside shall enter into an amendment to the Acquisition Agreement – LRA, providing for the following:
  - (i) The definition of “Northside Redevelopment Agreement” shall be revised, effective upon adoption and execution of the Second Amended Redevelopment Agreement, to refer to the Second Amended Redevelopment Agreement and any subsequent redevelopment agreement entered into between Northside and the City with respect to all or any portion of the Northside Project Area;
  - (ii) An express covenant and agreement on the part of LRA that, with respect to the Authority Owned Property thereunder and the Additional Authority Owned Property thereunder, any lien of the Bank of Washington’s deed of trust thereon shall remain in existence and shall not be extinguished following any exercise of the right of repurchase set forth in Section 6 of the Acquisition Agreement – LRA;
  - (iii) An express covenant and agreement on the part of LRA that LRA will not claim a default on the part of Northside under the Acquisition Agreement – LRA or exercise its repurchase rights under the Acquisition Agreement – LRA, either (i) during the Redevelopment Agreement Negotiation Period, or (ii) thereafter so long as, commencing with the date of the NGA Announcement, Northside adheres to the New Minimum Development Threshold Requirements and deadlines set forth in Subsection 2(d)(iii) above; provided however that such agreement to forbear, delay or refrain from claiming a default or an Event of Default under the Acquisition Agreement – LRA, as amended, shall not constitute or be deemed to constitute (a) a waiver of such default or Event of Default or (b) an admission or acknowledgement by any party of the existence of any default on the part of such party;
  - (iv) Section 6.1.A of the Acquisition Agreement – LRA shall be revised to include as a “Material Default” the failure of Northside to adhere to or comply with the New Minimum Development Threshold Requirements

imposed under the Future Assurances Agreement, pursuant to Subsection 2(d)(iii) above; and

- (v) Deletion of Article 15 of the Acquisition Agreement - LRA, relating to redevelopment projects within the Northside Project Area and deadlines in regard thereto, corresponding revisions to Section 6.1.A and deletion of the related Exhibit L to the Acquisition Agreement - LRA.
- (c) PIEA and Northside shall enter into an amendment to the Acquisition Agreement - PIEA, providing for the following:
  - (vi) The definition of "Northside Redevelopment Agreement" shall be revised, effective upon adoption and execution of the Second Amended Redevelopment Agreement, to refer to the Second Amended Redevelopment Agreement and any subsequent redevelopment agreement entered into between Northside and the City with respect to all or any portion of the Northside Project Area;
  - (vii) An express covenant and agreement on the part of PIEA that, with respect to the Authority Owned Property thereunder and the Additional Authority Owned Property thereunder, the lien of the Bank of Washington's deed of trust thereon shall remain in existence and shall not be extinguished following any exercise of the right of repurchase set forth in Section 6 of the Acquisition Agreement - PIEA; and
  - (viii) Section 6.1.A of the Acquisition Agreement- PIEA shall be revised to include as a "Material Default" the failure of Northside to adhere to or comply with the New Minimum Development Threshold Requirements imposed under the Future Assurances Agreement, pursuant to Subsection 2(d)(iii) above;
  - (ix) An express covenant and agreement on the part of PIEA that PIEA will not claim a default on the part of Northside under the Acquisition Agreement - PIEA or exercise its repurchase rights under the Acquisition Agreement - PIEA, either (i) during the Redevelopment Agreement Negotiation Period, or (ii) thereafter so long as, commencing with the date of the NGA Announcement, Northside adheres to and complies with the New Minimum Development Threshold Requirements and deadlines set forth in Subsection 2(d)(iii) above; provided however that such agreement to forbear, delay or refrain from claiming a default or an Event of Default under the Acquisition Agreement - PIEA, as amended, shall not constitute or be deemed to constitute (a) a waiver of such default or Event of Default or (b) an admission or acknowledgement by any party of the existence of any default on the part of such party.

4. Definitions.

- (a) **Acquisition Agreement - LCRA** means the Real Estate Acquisition Agreement - LCRA, by and between Northside and the Land Clearance for Redevelopment Authority of the City of St. Louis, dated February 14, 2012, as amended by amendment dated February 5, 2014, and as the same may be further amended as contemplated herein.
- (b) **Acquisition Agreement - LRA** means the Real Estate Acquisition Agreement - LRA, by and between Northside and the Land Reutilization Authority of the City of St. Louis, dated February 14, 2012, as amended by amendment dated August 13, 2014 and as the same may be further amended as contemplated herein.
- (c) **Acquisition Agreement - PIEA** means the Real Estate Acquisition Agreement - PIEA, by and between Northside and the Planned Industrial Expansion Authority of the City of St. Louis, dated February 14, 2012, as the same may be amended as contemplated herein.
- (d) **Acquisition Agreements** means, collectively, the Acquisition Agreement - LCRA, the Acquisition Agreement - LRA, and the Acquisition Agreement - PIEA.
- (e) **Authorities** means, collectively, the Land Reutilization Authority of the City of St. Louis, the Land Clearance for Redevelopment Authority of the City of St. Louis, and the Planned Industrial Expansion Authority of the City of St. Louis.
- (f) **Authority Formerly-Owned Property** means all real and personal property within the NGA Site conveyed by the Authorities to Northside under the Acquisition Agreements, except for Other Parcels.
- (g) **Blairmont Loan Documents** means that certain (i) Promissory Note made by Blairmont Associates Limited Company in favor of Corn Belt Bank dated October 25, 2007 in the original principal amount of \$3,000,000, (ii) Deed of Trust and Security Agreement dated October 25, 2007 and recorded on October 25, 2007 (Book 10262007, Page 0193), and (iii) Limited (35%) Continuing Unconditional Guaranty of Paul J. McKee, Jr. and the Paul J. McKee Revocable Trust dated September 19, 1990.
- (h) **City** means the City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.
- (i) **Existing Redevelopment Agreement** means the existing Amended and Restated Redevelopment Agreement by and between Northside and the City, dated May 13, 2014, regarding the Northside Project Area.
- (j) **N&G Loan Documents** means that certain (i) Promissory Note made by N&G Ventures, L.C. in favor of Corn Belt Bank dated October 25, 2007 in the original

principal amount of \$3,000,000, (ii) Deed of Trust and Security Agreement dated October 25, 2007 and recorded on October 25, 2007 (Book 10262007, Page 0193), and (iii) Limited (35%) Continuing Unconditional Guaranty of Paul J. McKee, Jr. and the Paul J. McKee Revocable Trust dated September 19, 1990.

- (k) **NGA Announcement** means the date on which NGA announces its final record of decision regarding the location of its new facility (whether the NGA Site or another competing site).
- (l) **NGA Closing** means the date on which NGA acquires the real property within the NGA Site from the Authorities or their assignees.
- (m) **NGA Site** means the area of approximately 99 acres bounded by N. 22nd Street on the east, Cass Avenue on the south, N. Jefferson Ave./Parnell Street on the west, and the first alley south of St. Louis Avenue on the north.
- (n) **NGA Project** means the development and construction of the proposed new NGA facility on the NGA Site, including, without limitation, associated site assembly, demolition, remediation, site work and infrastructure improvements.
- (o) **Noble Loan Documents** means that certain (i) Promissory Note made by Noble Development Company, LLC in favor of Corn Belt Bank dated October 25, 2007 in the original principal amount of \$3,000,000, (ii) Deed of Trust and Security Agreement dated October 25, 2007 and recorded on October 25, 2007 (Book 10262007, Page 0191), and (iii) Limited (35%) Continuing Unconditional Guaranty of Paul J. McKee, Jr. and the Paul J. McKee Revocable Trust dated September 19, 1990.
- (p) **Non-Authority Formerly-Owned Property** means all property within the NGA Site that is owned by Northside as of the Effective Date of this Agreement and which is not Authority Formerly-Owned Property, except for Other Parcels.
- (q) **Northside NGA Property** means: (1) all property within the NGA Site that is owned by Northside as of the Effective Date of this Agreement, except the Other Parcels; (2) all property within the NGA Site upon which Northside holds an option to purchase, but excluding the Pruitt-Igoe property; (3) Northside's interest in all buildings and improvements situated thereon and all tenements, hereditaments, appurtenances, easements, rights of way and other rights belonging or in any way appertaining to said real property, and any interest of Northside in and to any public or private alleys, streets or roads abutting or adjoining said real property; and (4) all furniture, fixtures, equipment, personal property, claims, choses in action and assets (tangible or intangible) owned by or held by or for the benefit of Northside with respect to the real property described above.
- (r) **Northside Project Area** means the area defined as the "Redevelopment Area" under the Existing Redevelopment Agreement.

- (s) **Other Parcels** means all properties owned by Northside which are encumbered by claims, loans, deeds of trust, liens or security interests held by, or granted in favor of, parties other than the Bank of Washington, including the properties commonly known as Buster Brown and Friedman.
- (t) **Redevelopment Agreement Negotiation Period** means a period commencing on the date hereof and extending until one hundred eighty (180) calendar days after the NGA Announcement.
- (u) **SLDC** means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.
- (v) **Titan Loan Documents** means, collectively, all loan documents conveyed by Titan Fish Two, LLC to LCRA relating to indebtedness of Northside and its affiliate McEagle Properties, L.L.C. (including without limitation the Blairmont Loan Documents, the N&G Loan Documents, the Noble Loan Documents and the VHS Loan Documents).
- (w) **Titan NGA Properties** means those certain properties acquired by LCRA from Titan Fish Two, LLC which are within the NGA Site.
- (x) **Titan Non-NGA Properties** means those certain properties acquired by LCRA from Titan Fish Two, LLC which are outside the NGA Site (e.g., properties located on St. Louis Ave. and Parnell St.).
- (y) **VHS Loan Documents** means that certain (i) Promissory Note made by VHS Partners LLC in favor of Corn Belt Bank dated October 25, 2007 in the original principal amount of \$3,000,000, (ii) Deed of Trust and Security Agreement dated October 25, 2007 and recorded on October 25, 2007 (Book 10262007, Page 0190), and (iii) Limited (35%) Continuing Unconditional Guaranty of Paul J. McKee, Jr. and the Paul J. McKee Revocable Trust dated September 19, 1990.

[Signatures appear on following pages]

AGREED TO THIS 27 DAY OF JANUARY, 2016.

**LAND CLEARANCE FOR  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF ST. LOUIS**

By: Otis Williams  
Otis Williams, Executive Director

**LAND REUTILIZATION AUTHORITY OF  
THE CITY OF ST. LOUIS**

By: Otis Williams  
Otis Williams, Executive Director

**PLANNED INDUSTRIAL EXPANSION  
AUTHORITY OF THE CITY OF ST. LOUIS**

By: Otis Williams  
Otis Williams, Executive Director

**ST. LOUIS DEVELOPMENT CORPORATION**

By: Otis Williams  
Otis Williams, President

**LCRA HOLDINGS CORPORATION**

By: Otis Williams  
Otis Williams, Executive Director

AGREED TO THIS 27 DAY OF JANUARY, 2016.

**NORTHSIDE REGENERATION, LLC,**  
a Missouri limited liability company

By McEagle Regeneration, LLC, a Missouri limited  
liability company, its Manager

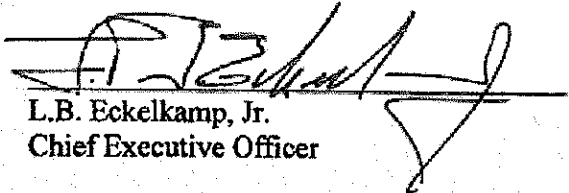
By:



Paul J. McKee, Jr., Chief Manager of  
McEagle Regeneration, LLC

CONSENTED TO THIS 27 DAY OF JANUARY, 2016.

BANK OF WASHINGTON

By:   
L.B. Eckelkamp, Jr.  
Chief Executive Officer

**Exhibit A**  
**Summaries of Proposed Work regarding Jefferson Ave. and Cass Ave.**

# EXHIBIT A

Jefferson Ave. Description	Type (A-F)	Street Name	Begin	End	Street Linear Feet	Street Width (FOC to FOC)	Median Width (FOC to FOC)	Curb Width	Gutter Width (to FOC)	Asphalt Surface Thickness	Asphalt Base Thickness	Aggregate Base Thickness	Pavement Area		
													Asphalt Surface	Asphalt Base	Tack Liquid Asphalt
						(ft.)	(ft.)	(ft.)	(ft.)	(in.)	(in.)	(in.)	(TONS)	(TONS)	(GAL.)
Replace	C	N. Jefferson	Natural Bridge	St. Louis	2,059	48	12.0	0.5	2.0	2.0	8.5	4.0	711.75	3024.85	640.58
Replace	C	N. Jefferson	SI. Louis	N. Market	1,403	47		0.5	2.0	2.0	8.5	4.0	744.80	3155.41	670.32
Replace	C	N. Jefferson	N. Market	Cass	1,527	82	22.0	0.5	2.0	2.0	8.5	4.0	980.30	4168.26	882.27
Replace	C	N. Jefferson	Cass	Delmar	3,035	82	22.0	0.5	2.0	2.0	8.5	4.0	1949.04	8283.41	1754.13
8,025													4,385.9	18,540.0	3,947.3
TOTAL QUANTITY															

## Notes/Assumptions:

- Quantities shown above in columns under "Pavement Area", "Amenities (behind curbline)", "Utilities" and "Removals" sections are approximate in nature and not definitive
- 12" RCP down each side of road assumed for all storm sewers.
- One storm structure assumed on each side of street every 200', or as required by city or MSD requirements.
- Assuming no parking meters proposed.
- Roads in poor condition based upon Assessed Street Conditions are to be replaced. All others to be overlaid.
- Quantities for residential or commercial entrances not included.
- Asphalt application rate of 2.00 tons/cy used for surface and base
- Gas & electric utility relocations assumed accounted for by utility agencies.
- Relocation for telephone, cable, and/or fiber optic not included.
- Connections for water and sewer to parcels not included.
- Street Signage assumptions per city standards.
- Monument/decorative signs not included.
- All traffic signals assumed to be 4 way fully signalized intersections.
- No quantities were assumed for decorative or painted crosswalks.
- Cost for street lights does not include connection fee.
- Pavement removal quantity assumes 40' wide section on all roads.
- Water Quality Attenuation Areas include a 6" perforated pipe within 3' wide by 3' deep rock catchment areas beneath 25' long landscape areas.

# EXHIBIT A

Prime Liquid Asphalt	Amenities (behind curbsides)										Utilities				Removals	
	Aggregate Base for Pavement	Pavement Marking	Curb & Gutter	Curb & Gutter (1' Wide Curb)	Conc. Pad Zone	Tree Lawn/ Rain Garden	Street Trees	Street Lights	Pedestrian Lights	Handicap Ramps	Storm Sewer Pipe	Storm Sewer Structures	Curb Removal	Sidewalk Removal	Pavement Removal	
(GAL.)	(SY)	(LF)	(LF)	(LF)	(SY)	(SY)	(EACH)	(EACH)	(EACH)	(EACH)	(LF)	(EACH)	(LF)	(LF)	(SY)	
2242.02	9,608.67	6,177.00	8,236.00	0.00	0.00	7092.11	137.13	41.18	82.38	11.77	4,118.00	20.59	4,118	4,118	9,151	
2346.13	7,794.44	2,806.00	2,806.00	0.00	0.00	3117.78	93.44	28.06	56.12	8.02	2,809.00	14.03	2,806	2,806	6,236	
3087.93	11,198.00	7,635.00	6,108.00	0.00	0.00	6866.33	101.70	30.54	61.08	8.73	3,054.00	15.27	3,054	3,054	6,787	
6139.47	22,264.00	15,180.00	12,144.00	0.00	0.00	13830.67	202.20	60.72	121.44	17.35	6,072.00	30.36	6,072	6,072	13,483	
13,815.6	50,865.1	31,798.0	29,294.0			30,986.9	534	161	321	48	16,050.0	80	16,050.0	16,050.0	35,666.7	

# EXHIBIT A

Cass Ave	Description	Type (A-F)	Street Name	Begin	End	Street Linear Feet	Street Width (FOC to FOC) (ft.)	Median Width (FOC to FOC) (ft.)	Curb Width (ft.)	Gutter Width (to FOC) (ft.)	Asphalt Surface Thickness (in.)	Asphalt Base Thickness (in.)	Aggregate Base Thickness (in.)	Asphalt Surface (TONS)	Asphalt Base (TONS)	Tack Liquid Asphalt (GAL)	Prime Liquid Asphalt (GAL)	Aggregate Base for Pavement (SY)
	Replace	E	Cass	N. Grand	Glasgow	2478	58		0.5	2.0	2.0	8.5	4.0	1652.00	7021.00	1488.80	5203.80	18795.33
	Replace	D	Cass	N. 25th	Glasgow	1927	58		0.5	2.0	2.0	8.5	4.0	1218.00	5176.50	1096.20	3836.70	12383.00
	Replace	D	Cass	N. 28th	N. 22nd	1119	58		0.5	2.0	2.0	8.5	4.0	746.00	3170.50	671.40	2349.90	7584.33
	Replace	D	Cass	N. 22nd	Hogan	1987	58		0.5	2.0	2.0	8.5	4.0	1324.67	5628.83	1192.20	4172.70	13467.44
	Replace	D	Cass	N. 16th	N. 16th	775	58		0.5	2.0	2.0	8.5	4.0	516.67	2193.83	485.00	1627.50	5252.78
	Replace	D	Cass	N. 16th	N. 15th	328	57		0.5	2.0	2.0	8.5	4.0	180.90	811.33	171.81	601.34	1974.00
	Replace	D	Cass	N. 16th	N. 14th	328	58		0.5	2.0	2.0	8.5	4.0	218.87	929.33	196.80	688.80	2223.11
	Replace	B	Cass	N. 14th	E. 13th	624	56	11.0	0.5	2.0	2.0	8.5	4.0	285.04	1211.41	256.53	897.87	3536.00
	Replace	B	Cass	E. 13th	N. Tucker	702	68	18.0	0.5	2.0	2.0	8.5	4.0	354.00	1547.00	327.60	1146.80	4388.00
TOTAL QUANTITY													TOTAL QUANTITY					
10,169													8,515.9					

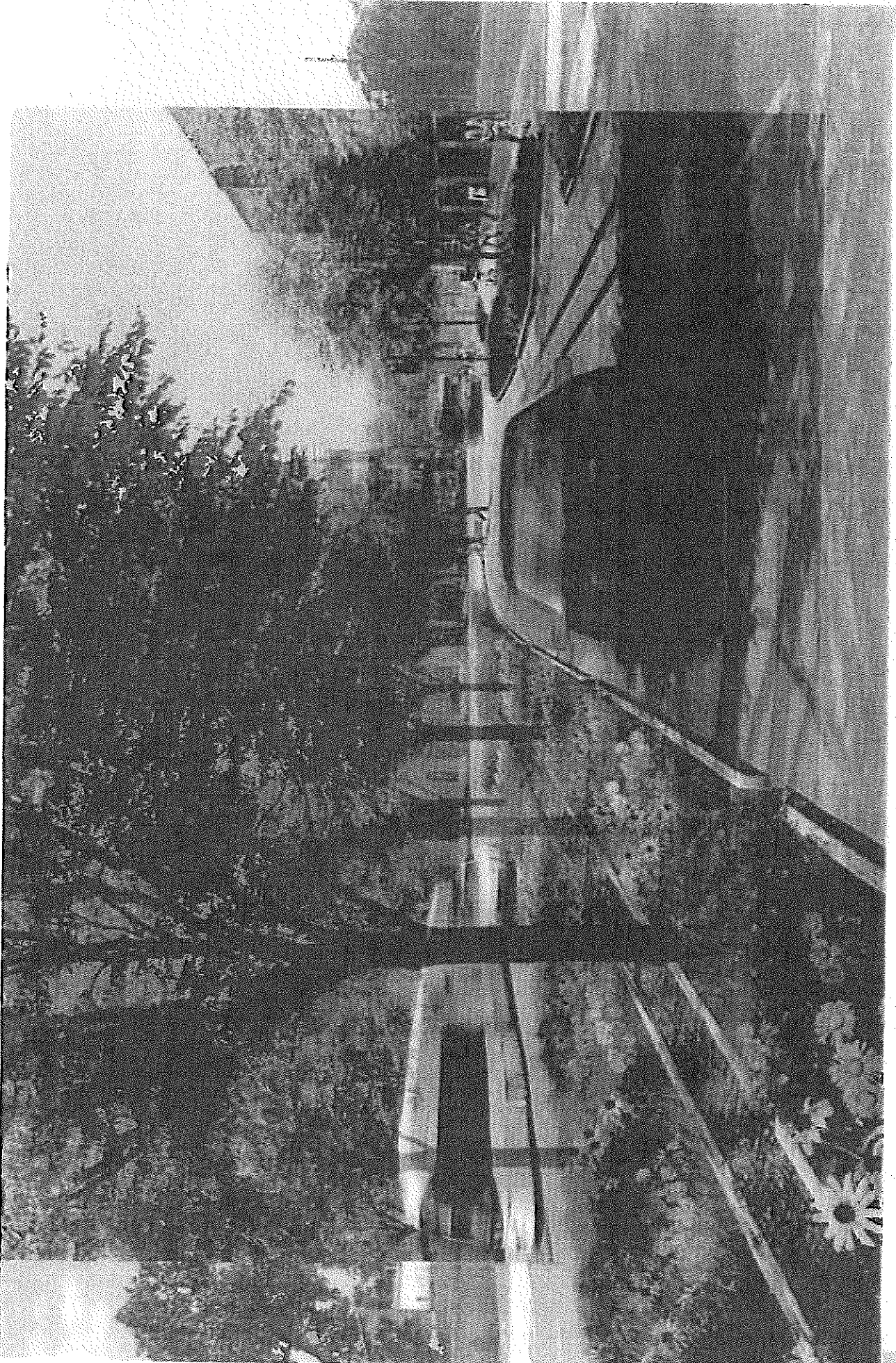
## Notes/Assumptions:

- Quantities shown above in columns under "Pavement Area", "Amenities (behind curbing)", "Utilities" and "Removals" sections are approximate in nature and not definitive
- 12" RCP down each side of road assumed for all storm sewers
- One storm structure assumed on each side of street every 200', or as required by city or MSD requirements.
- Assuming no parking meters proposed
- Roads in poor condition based upon Assessed Street Conditions are to be replaced. All others to be overlaid.
- Quantities for residential or commercial entrances not included
- Asphalt application rate of 2.00 tons/cy used for surface and base
- Gas & electric utility relocations assumed accounted for by utility agencies
- Relocation for telephone, cable, and/or fiber optic not included
- Connections for water and sewer to parcels not included.
- Street Signage assumptions per city standards.
- Monument/decorative signs not included.
- All traffic signals assumed to be 4 way fully signalized intersections.
- No quantities were assumed for decorative or painted crosswalks.
- Cost for street lights does not include connection fee.
- Pavement removal quantity assumes 40' wide section on all roads.
- Water Quality Attenuation Areas include a 6" perforated pipe within 3' wide by 3' deep rock catchment areas beneath 25' long landscape areas.

**EXHIBIT A**

Pavement Marking	Curb & Gutter	Curb & Gutter (LF)	Conc. Ped Zone	Tree Lawn/ Rain Garden	Street Trees	Amenities (behind curbsides)			Utilities		Removals		
						Street Lights	Pedestrian Lights	Handicap Ramps	Storm Sewer Pipe	Storm Sewer Structures	Curb Removal	Sidewalk Removal	Pavement Removal
(LF)	(LF)	(LF)	(SY)	(SY)	(EACH)	(EACH)	(EACH)	(EACH)	(LF)	(EACH)	(LF)	(LF)	(SY)
7434.00	4,956.00	0.00	0.00	5505.67	105.03	49.56	99.12	14.16	4956.00	22.78	4,956	4,956	11,013
5481.00	3,654.00	0.00	0.00	4060.00	121.68	38.54	73.08	10.44	3654.00	18.27	3,654	3,654	8,120
3357.00	2,238.00	0.00	0.00	2465.67	74.53	22.38	44.76	6.39	2238.00	11.19	2,238	2,238	4,973
5961.00	3,974.00	0.00	0.00	4415.56	132.33	39.74	79.48	11.35	3974.00	19.67	3,974	3,974	8,931
2325.00	1,550.00	0.00	0.00	1722.22	51.62	15.50	31.00	4.43	1550.00	7.73	1,550	1,550	3,444
987.00	658.00	0.00	0.00	731.11	21.91	6.58	13.16	1.88	658.00	3.28	658	658	1,462
984.00	656.00	0.00	0.00	728.89	21.84	6.56	13.12	1.87	656.00	3.28	656	656	1,458
1872.00	2,486.00	0.00	0.00	2080.00	49.92	12.48	24.96	3.57	1248.00	6.24	1,248	1,248	2,773
2808.00	2,808.00	0.00	0.00	2866.00	56.16	14.04	28.08	4.01	1404.00	7.02	1,404	1,404	3,120
31,209.0	22,990.0			24,617.1	665	203	407	58	20,338.0	102	20,338.0	20,338.0	45,195.6

Exhibit A - Page 5 of 5



**Exhibit B**

**Projected Sources and Uses Schedule**

**NGA SOURCE & USE**

Estimates

1/15/16

Revised

1/15/16**SOURCES**

Brownfield Tax Credits

(less fees and discounts 15%)

*Net Brownfield Tax Credits*

\$13,509,000

MoDOT/State

\$10,000,000

City Infrastructure Bonds

\$0

Sales price NGA

\$14,000,000

Net LCRA Bond Proceeds

\$88,472,000**TOTAL SOURCES****\$125,981,000****USES**

Acquisition of remaining parcels

(includes titles, appraisals, acquisition &amp; relocation service)

Acquisition Contingency

*Total Acquisition*

\$56,845,000

Environmental/Demolition

(includes commercial grade remediation, building demolition,  
removal of concrete and asphalt (both building slabs and  
streets, alleys, and driveways)

\$15,893,000

Clean soil compaction (3 foot depth)

\$9,000,000

Utility relocation

\$9,443,000

Pre-Bond Finance Cost

\$500,000

Project Planning &amp; Administration

\$5,300,000

MoDOT-I-64 interchange upgrade

Jefferson &amp; Cass upgrades

\$25,000,000

Non-acquisition Contingency

\$4,000,000**TOTAL USES****\$125,981,000**

## **Exhibit C**

### **Arbitration Procedure**

A. Arbitration. Any controversy or claim regarding the designation of the "Arbiter" contemplated under this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The American Arbitration Association shall furnish a panel of five (5) arbitrators, each with substantial experience in large-scale commercial real estate development, from which the parties shall, within ten (10) days, select an arbitrator(s) to hear the controversy and dispute or deadlock issue, as the case may be, such selection to be made in the manner provided under the Rules. The number of arbitrators shall be one (1), unless one of the parties requests that three (3) arbitrators serve. The locale of any such arbitration proceedings shall be within St. Louis City or St. Louis County, Missouri. The "Expedited Procedures" permitted under the Rules may be utilized unless all parties to the controversy in question shall have consented in writing to waive the use of such procedures. Any award by the arbitrator shall be final, binding and conclusive on all of the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

B. "Baseball" Arbitration Procedure. With respect to the arbitration proceeding hereunder the following special procedures shall apply: (i) each of the parties (i.e., Northside and the City) shall prepare a written proposal setting forth its proposed designee to serve as the Arbiter, together with its rationale and support for such designation, (ii) the proposals shall be submitted to the arbitrator(s) for review and evaluation, and (iii) the sole functions of the arbitrator(s) shall be to evaluate such proposals, to determine which one of the proposals (as submitted) reflects the most appropriate resolution of the dispute (consistent with the general intent expressed in this Agreement), to order that one of the proposals has been chosen by the arbitrator(s), and to order a resolution of the dispute on the basis of the proposal so chosen.