

ORDINANCE #69288
Board Bill No. 167

An Ordinance authorizing the execution of a Master Redevelopment Agreement by and among the City, Bottle District Investors, L.L.C. (“BDI”) and Northside Regeneration, LLC (“Northside”); prescribing the form and details of said Master Redevelopment Agreement; designating, establishing and implementing an area within the City for redevelopment; making certain findings and designations with respect thereto; authorizing other related actions; and containing a severability clause.

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

WHEREAS, pursuant to Ordinance No. 66560, the City designated a portion of the City as a redevelopment area under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”) and approved the Bottle District Redevelopment Plan, in furtherance of the redevelopment of such area; and

WHEREAS, pursuant to Ordinance No. 68484, the City designated a portion of the City as a redevelopment area under the TIF Act and approved the Northside Redevelopment Plan, in furtherance of the redevelopment of such area; and

WHEREAS, pursuant to Ordinance No. 69050, the Board of Aldermen consented to BDI’s assignment to Northside of certain redeveloper rights, duties and obligations under certain Bottle District redevelopment documents and the transfer to Northside of all of BDI’s right, title and interest in the property acquired by Northside within the Bottle District redevelopment area; and

WHEREAS, after due deliberation, the Board of Aldermen hereby determines that it is necessary and desirable and in the best interest of the City and the health, safety, morals and welfare of its inhabitants to enter into a Master Redevelopment Agreement, in the form attached hereto as Exhibit A as may be amended or changed as permitted herein, in order to cause the redevelopment of such areas and the curing of blighting conditions that have harmed the City; and

WHEREAS, the Board of Aldermen may enact ordinances providing for the clearance, replanning, reconstruction, redevelopment and rehabilitation of blighted, substandard or insanitary areas within the City pursuant to Article VI Section 21 of the Missouri Constitution; and

WHEREAS, after due deliberation, the Board of Aldermen hereby determines that it is necessary and desirable and in the best interest of the City and its inhabitants to designate, establish and implement an area for redevelopment, as more fully described in Exhibit B hereto, incorporated herein by reference for all purposes, to be known as the “BD/NSR Redevelopment Area” in order (i) that the City may ensure cohesive, complimentary and sustainable redevelopment of the affected areas of North St. Louis, (ii) that the City may have access to and use, as and if necessary, all tools and programs available for the development and redevelopment of such affected areas of North St. Louis, and (iii) that projects may be completed which will provide for the promotion of the general welfare through redevelopment within the affected areas of North St. Louis, which redevelopment includes but is not limited to, assistance in the physical, economic, and social development of the City, providing for the optimal growth of the City, encouraging a sense of community identity, safety and civic pride, and eliminating impediments to development and redevelopment in the City; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Master Redevelopment Agreement are acceptable and that the execution, delivery and performance by the City under the Agreement is necessary and desirable and in the best interests of the City and of its residents, and in accord with the public purposes of the City, as established by its charter, the Constitution and laws of the State of Missouri.

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

SECTION ONE. The Board of Aldermen desires that the Recitals and all determinations and findings therein be incorporated herein for all purposes.

SECTION TWO. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Master Redevelopment Agreement.

SECTION THREE. The Board of Aldermen hereby designates the area described in Exhibit B as the “BD/NSR

Redevelopment Area” and, further, finds and determines that the parcels of real property and redevelopment or renewal areas within the BD/NSR Redevelopment Area, and the objectives of any redevelopment plans relating to the BD/NSR Redevelopment Area, share important common interests and will benefit from such designation, all in furtherance of the authority of the Board of Aldermen under Article VI Section 21 of the Missouri Constitution to provide for the clearance, replanning, reconstruction, redevelopment and rehabilitation of blighted area, substandard or insanitary areas within the City.

SECTION FOUR. The City is hereby authorized to enter into the Master Redevelopment Agreement, and the City Register is hereby authorized and directed to attest to such Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto as Exhibit A.

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

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

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

[PAGE INTENTIONALLY BLANK]

EXHIBIT A

Master Redevelopment Agreement

EXHIBIT B

BD/NSR Redevelopment Area

EXHIBIT A

MASTER REDEVELOPMENT AGREEMENT

Among

**THE CITY OF ST. LOUIS, MISSOURI,
BOTTLE DISTRICT INVESTORS, LLC,**

and

NORTHSIDE REGENERATION, LLC

Dated as of

_____, 2012

BD/NSR REDEVELOPMENT AREA

TABLE OF CONTENTS

Article I DEFINITIONS 2

1.1 Definitions 2

Article II THE BD/NSR REDEVELOPMENT AREA 4

2.1 Designation of the BD/NSR Redevelopment Area 4

2.2 Designation of Redeveloper of the BD/NSR Redevelopment Area 5

2.3 Use of Funds Generated Through the Sale of DALA Tax Credits 5

Article III GENERAL PROVISIONS 5

3.1 Incorporation of the Terms of the Redevelopment Agreements 5

3.2 Mutual Cooperation 5

3.3 Notices 5

3.4 Choice of Law 7

3.5 Entire Agreement; Amendment 8

3.6 Counterparts 8

3.7 Severability 8

3.8 Representatives Not Personally Liable 8

3.9 Attorney’s Fees 8

3.10 Actions Contesting Validity and Enforceability 8

EXHIBIT A Description of the BD/NSR Redevelopment Area

MASTER REDEVELOPMENT AGREEMENT

THIS MASTER REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2012, by and among the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”), BOTTLE DISTRICT INVESTORS, L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri (“BDI”), and NORTHSIDE REGENERATION, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri (“Northside”).

(All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in Article I of this Agreement.)

RECITALS:

A. On May 3, 2005, pursuant the Bottle District Approving Ordinance, the City executed the Bottle District Redevelopment Agreement designating BDI as redeveloper under Redevelopment Programs to redevelop the Bottle District Redevelopment Area in accordance with the Bottle District Redevelopment Plan.

B. On December 14, 2009, pursuant the Northside Approving Ordinance, the City executed the Northside Redevelopment Agreement designating Northside as redeveloper under Redevelopment Programs to redevelop the Northside Redevelopment Area in accordance with the Northside Redevelopment Plan.

C. On December 9, 2011, pursuant the Bottle District Assignment Ordinance, the Board of Aldermen consented to BDI’s assignment to Northside of certain redeveloper rights, duties and obligations under the Bottle District Redevelopment Documents and the transfer to Northside of all of BDI’s right, title and interest in the Bottle District Property within the Bottle District Redevelopment Area.

D. On _____, 2012, the Board of Aldermen adopted the Redevelopment Ordinance recognizing that the Bottle District Redevelopment Plan and the Northside Regeneration Redevelopment Plan share important common interests and will benefit the City and its residents, and establishing the BD/NSR Redevelopment Area to promote the public purposes specified in the Redevelopment Plans and the clearance, replanning, reconstruction, redevelopment and rehabilitation of such BD/NSR Redevelopment Area pursuant Article VI, Section 21 of the Missouri Constitution.

E. Pursuant to the provisions of the Redevelopment Ordinance, the charter of the City and the Missouri Constitution,

the City is authorized to enter into this Agreement.

AGREEMENT:

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

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, capitalized terms used and not defined shall have the meaning ascribed to them in Article I of the Bottle District Redevelopment Agreement, Article I of the Northside Regeneration Redevelopment Agreement, and the following words and terms shall have the following meanings:

“Agreement” means this Master Redevelopment Agreement.

“Approving Ordinance” means Ordinance No. _____, approved by the Board of Aldermen, approving and authorizing the execution of this Agreement.

“BD/NSR Redevelopment Area” means, collectively, the Bottle District Redevelopment Area and the Northside Redevelopment Area, designated in this Agreement by the Board of Aldermen in furtherance of the replanning, reconstruction, redevelopment, redevelopment and rehabilitation such blighted area.

“BDI” means Bottle District Investors, L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri, and its successors or assigns.

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

“Bottle District Approving Ordinance” means (i) Ordinance No. 66560 designating the Bottle District Redevelopment Area, approving the Bottle District Redevelopment Plan, approving certain redevelopment projects, adopting tax increment financing within certain redevelopment project areas, and establishing that certain special allocation fund relating thereto, (ii) Ordinance No. 66679 affirming approval and adoption of the Bottle District Redevelopment Plan, the Bottle District Redevelopment Area, and certain redevelopment projects, designating BDI as the developer of the Bottle District Redevelopment Area, and authorizing the City to enter into the Bottle District Redevelopment Agreement, and (iii) Ordinance No. 66674 of the City authorizing the execution by the City of any notes, bonds, certificates or loans to BDI, or any other person or entity, secured in whole or in part by the special allocation fund.

“Bottle District Redevelopment Agreement” means the Bottle District Redevelopment Agreement, dated as of May 3, 2005, between the City and BDI, as may be amended or supplemented from time to time as provided therein.

“Bottle District Redevelopment Area” as that term is defined in the Bottle District Redevelopment Agreement, as the same may be amended from time to time as provided therein, which area is more particularly described on Exhibit A attached hereto and incorporated by reference in this Master Redevelopment Agreement.

“Bottle District Redevelopment Documents” means, collectively, the Bottle District Approving Ordinances, the Bottle District Redevelopment Plan, the Bottle District Redevelopment Agreement, any agreements between the City and BDI, or any other party, pertaining to redevelopment projects, transportation projects or other similar development, redevelopment or public improvement projects within or coterminous with the Bottle District Redevelopment Area, and any other agreements, petitions, judgments, ordinances, documents or instruments relating to the redevelopment of the Bottle District Property by BDI, or any other party.

“Bottle District Redevelopment Plan” means the plan titled “Bottle District Tax Increment Financing (TIF) Redevelopment Plan” dated November 15, 2004, approved by the City pursuant to the Bottle District Approving Ordinances, as such plan may from time to time be further amended in accordance with the TIF Act.

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

“Commission” means the Tax Increment Financing Commission of the City.

“Comptroller” means the Comptroller of the City.

“Northside” means Northside Regeneration, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, and its successors or assigns.

“Northside Approving Ordinance” means (i) Ordinance No. 68484, designating the Northside Redevelopment Area, approving the Northside Redevelopment Plan, approving certain redevelopment projects, adopting tax increment financing within such redevelopment project areas, and establishing that certain special allocation fund relating thereto, (ii) Ordinance No. 68485, affirming adoption of the Northside Redevelopment Plan, the Northside Redevelopment Area, and redevelopment projects; authorizing the execution of the Northside Redevelopment Agreement between the City and the Redeveloper; prescribing the form and details of the Northside Redevelopment Agreement; and designating Northside Regeneration, LLC as developer of the Northside Redevelopment Area, and (iii) Ordinance 68876 adopting and authorizing the execution of the Northside Project Agreement by and between the City and Redeveloper in furtherance of the Northside Redevelopment Plan.

“Northside Project Agreement” means the Northside Project Agreement dated as of February 10, 2011, between the City and Redeveloper in furtherance of the Northside Redevelopment Plan.

“Northside Redevelopment Agreement” means the Northside Redevelopment Agreement, dated as of December 14, 2009, between the City and the Redeveloper, as supplemented by the Northside Project Agreement, as the same may be amended or supplemented from time to time as provided therein.

“Northside Redevelopment Area” means the real property described in Exhibit A to the Northside Redevelopment Agreement, as the same may be amended from time to time.

“Northside Redevelopment Documents” means, collectively, the Northside Approving Ordinances, the Northside Redevelopment Plan, the Northside Redevelopment Agreement, the Northside Project Agreement, and any other agreements between the City and the Redeveloper pertaining to redevelopment of Northside Redevelopment Area.

“Northside Redevelopment Plan” means the plan titled “Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated September 8, 2009 and amended September 16, 2009, approved by the City pursuant to the Northside Ordinance, as such plan may from time to time be further amended in accordance with the TIF Act.

“Redeveloper” means Northside.

“Redevelopment Agreements” refers collectively to the Bottle District Redevelopment Agreement and the Northside Redevelopment Agreement, respectively.

“Redevelopment Incentives” means any incentive permitted under the Constitution and the laws of the State of Missouri, the benefits of which may be used to redevelop parcels of land, including without limitation, tax exemption, tax abatement, incremental allocation of existing tax revenues, tax credits, loans, payments in lieu of taxes, and grants (such as, without limitation, Community Development Block Grants).

“Redevelopment Programs” means programs under the Constitution, ordinances adopted by constitutional charter cities, and the laws of the State of Missouri providing for the clearance, replanning, reconstruction, redevelopment, redevelopment and rehabilitation of blighted, substandard or insanitary areas, including without limitation, the land clearance for redevelopment authority law under sections 99.300 to 99.660, the real property tax increment allocation redevelopment act under sections 99.800 to 99.865, the Missouri downtown and rural economic stimulus act under sections 99.915 to 99.1060, the downtown revitalization preservation program under sections 99.1080 to 99.1092, and the distressed area land assemblage program under section 99.1205.

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

**ARTICLE II
THE BD/NSR REDEVELOPMENT AREA**

2.1 Designation of the BD/NSR Redevelopment Area. The parties acknowledge and agree that the Bottle District Redevelopment Area and the Northside Redevelopment Area share common interests interest and will benefit the City, and that the coordinated redevelopment of both the Bottle District Redevelopment Area and the Northside Redevelopment Area is in the best interests of the City, enhances the health, safety and welfare of its residents, and is in accord with the public purposes specified in the Bottle District and Northside redevelopment plans and the authority of the City, which is authorized to pursue and accomplish the foregoing pursuant Article VI, Section 21 of the Missouri Constitution. The Board of Aldermen hereby designates the Bottle District Redevelopment Area and the Northside Redevelopment Area, in the aggregate, as a redevelopment area to be commonly known as the BD/NSR Redevelopment Area.

2.2 Designation of Redeveloper of the BD/NSR Redevelopment Area. The City designates the Redeveloper as the redeveloper of the BD/NSR Redevelopment Area in furtherance of the purposes of the Redevelopment Plans. No more than seventy-five percent of the BD/NSR Redevelopment Area identified in the redevelopment plan may be redeveloped by the Redeveloper. The remainder of the BD/NSR Redevelopment Area shall be redeveloped by co-redevelopers or redevelopers to whom the Redeveloper has assigned its redevelopment rights and obligations under the redevelopment plan.

2.3 Use of Funds Generated Through the Sale of DALA Tax Credits. The funds generated through the use or sale of the tax credits issued under Section 99.1205 shall be used to redevelop the eligible project area.

**ARTICLE III
GENERAL PROVISIONS**

3.1 Incorporation of the Terms of the Redevelopment Agreements. This Master Redevelopment Agreement shall govern the redevelopment of the BD/NSR Redevelopment Area; provided, however, that the parties acknowledge and agree that the Redevelopment Agreements are incorporated herein by this reference, as are any amendments to such Redevelopment Agreements, which may be made from time to time.

3.2 Mutual Cooperation. Using good faith, but subject to legislative authority, the City, the Redeveloper and BDI hereby further agree to cooperate with and assist one another and the Commission, as necessary, in such matters, proceedings and actions as may be necessary or reasonably appropriate in combination with the financing, construction, implementation and completion of redevelopment projects, transportation projects or such other projects, including, without limitation, the preparation and execution of all other documents, certificates, instruments or agreements and the holding of proceedings, hearings and meetings necessary to amend any Redevelopment Plans.

3.3 Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or to such other individual or to such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing.

In the case of the Redeveloper, to:

Northside Regeneration, LLC
1001 Boardwalk Springs Place
O'Fallon, Missouri 63366
Attention: William D. Laskowsky

With a copy to:

Stone, Leyton & Gershman
A Professional Corporation
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
Attention: Steven M. Stone

In the case of BDI, to:

Bottle District Investors, LLC
1600 S. Brentwood Blvd., Suite 770
St. Louis, Missouri 63144
Attention: Lawrence R. Chapman, Jr.

With a copy to:

Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105-1821
Attention: Thomas B. Smallwood

And

CLAYCO
2199 Innerbelt Business Center Dr.
St. Louis, Missouri 63114-5721
Attention: Caroline Saunders

In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103

And

City of St. Louis
Office of the Comptroller
City Hall
1520 Market Street, Room 3005
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

With a copy to:

St. Louis Development Corporation
1520 Market St.
Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Thomas Ray

And

Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600

St. Louis, Missouri 63105
Attention: David G. Richardson

And

City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: Rebecca Wright, Assistant City Counselor

In the case of the SLDC, to:

St. Louis Development Corporation
1520 Market St., Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

3.4 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

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

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

3.7 Severability. If any provision of this Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

3.8 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Redeveloper 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.

3.9 Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party, each party shall be responsible for their attorney fees.

3.10 Actions Contesting Validity and Enforceability. BDI and/or Northside, their successors and assigns, shall indemnify, defend and hold harmless the City and their officials, agents, attorneys, employees or representatives from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, lawsuits, administrative proceedings, orders, attorneys' fees and litigation expenses, arising from or in connection with this Agreement or the BD/NSR Redevelopment Area. BDI and/or Northside and their successors and assigns shall pay all costs and expenses incurred by the City to enforce the provisions of this indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

The City and their officials, agents, attorneys, employees or representatives shall not be liable to BDI and/or Northside in the event that all or any part of the ordinance adopted in connection with this Agreement or the BD/NSR Redevelopment Area is declared invalid or unconstitutional in whole or part by a judgment of any court of competent jurisdiction and, by reason thereof, the City is prevented from performing any of the covenants and agreements herein or BDI and/or Northside is prevented from

enjoying the rights and privileges hereof. In the event a third party brings an action against the City or their officials, agents, attorneys, employees or representatives contesting the validity or legality of the BD/NSR Redevelopment Area, the Master Redevelopment Agreement or the Authorizing Ordinance, BDI and Northside may, at their option, join the City in defense of such claim or action. The parties expressly agree that, so long as no unresolvable 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 BDI and Northside in any such proceeding. BDI and Northside shall be responsible jointly and severably for all reasonable and necessary costs and expenses incurred by the City and by BDI and Northside in connection with the defense of such claim or action regardless of whether the City and BDI and Northside are represented by the same attorney or attorneys or separate counsel.

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

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to Form:

City Counselor

(SEAL)

Attest:

Parrie May, City Register

“BDI”

BOTTLE DISTRICT INVESTORS, LLC,
a Missouri limited liability company

By: CRG-BTL, LLC
By: CRG Services, LLC
By: Claycorp, Inc.

By: _____
Lawrence R. Chapman, Jr., Authorized Signatory

“REDEVELOPER”

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC, its Manager

By: _____
Name: _____
Title: Manager

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

On this ____ day of _____, 2012, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of

Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Manager of McEagle Regeneration, LLC, a Missouri limited liability company which is the Manager of Northside Regeneration, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability companies by authority of their respective operating agreements, and acknowledged to me that he executed the within instrument as the free act and deed of said companies.

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Authorized Signatory of BOTTLE DISTRICT INVESTORS, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability company by authority of its Members, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

My Commission Expires:

EXHIBIT A
Description of the BD/NSR Redevelopment Area

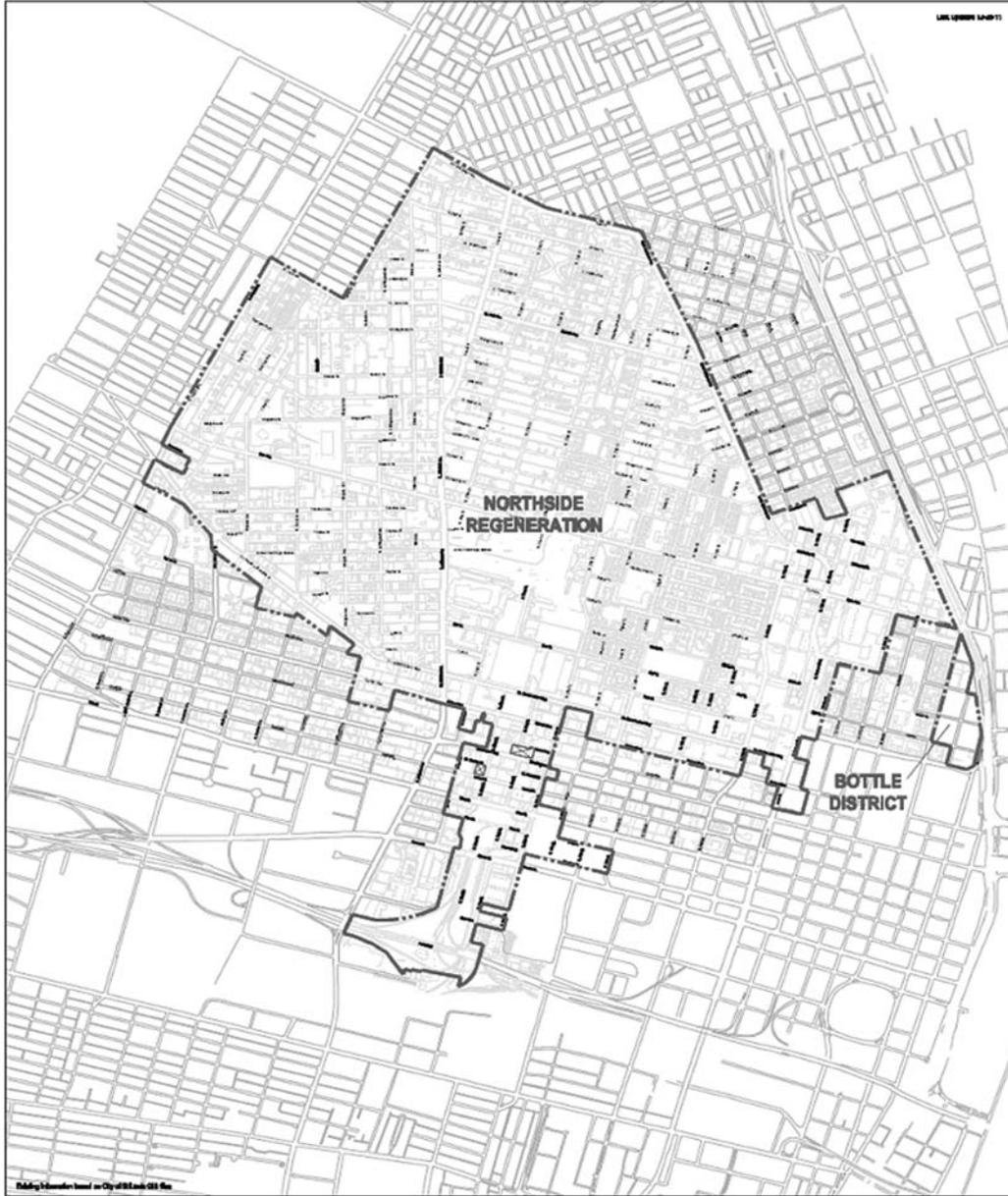


REDEVELOPMENT AREA
ST. LOUIS NORTH SIDE
DECEMBER 28, 2011

PARCEL INFORMATION	
Total Combined Parcels	4,631
Total Combined Acreage	1,085.61
Average Parcels/a.c.	4.265



EXHIBIT B
BD/NSR Redevelopment Area



REDEVELOPMENT AREA
ST. LOUIS NORTH SIDE
DECEMBER 28, 2011

PARCEL INFORMATION	
Total Combined Parcels	4,631
Total Combined Acreage	1,065.61
Average Parcels/a.c.	4.265



Approved: November 13, 2012