

AN ORDINANCE OF THE CITY OF RICHMOND HEIGHTS, MISSOURI APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG CF CLAYTON OFFICE II, L.P., CF CLAYTON OFFICE III, L.P., CFO CLAYTON RETAIL DEVELOPMENT, LLC, CF CLAYTON OFFICE IV, L.P., THE UNIVERSITY VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT, THE UNIVERSITY VILLAGE COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF RICHMOND HEIGHTS, MISSOURI.

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WHEREAS, CF Clayton Office II, L.P., a Delaware limited partnership, CF Clayton Office III, L.P., a Delaware limited partnership, CFO Clayton Retail Development, LLC, a Delaware limited liability company, and CF Clayton Office IV, L.P., a Delaware limited partnership (collectively, the “Developer”) proposes to develop a project that may include retail, restaurant, parking garages, street improvements and related improvements in and around the University Club Tower (the “Development”); and

WHEREAS, the City of Richmond Heights, Missouri (the “City”) finds that certain elements of the Development serve a public purpose and that the Development as a whole will promote economic development in the City and serve as a catalyst for additional investment and development around the area; and

WHEREAS, in connection with the Development, the City, the Developer, and following their formation and ratification of the Agreement (as defined below), the University Village Transportation Development District, and the University Village Community Improvement District, desire to enter into a certain Development Agreement (the “Agreement”), in substantially the form attached as Exhibit “A” to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION 1. The Agreement in substantially the form attached hereto as Exhibit “A” is hereby approved with such changes therein as shall be approved by the officers of the City executing the same and the Mayor and Clerk of the City are hereby authorized and directed to sign and attest to same on behalf of the City.

SECTION 2. The sections of this Ordinance shall be severable. In the event that any of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds that the valid sections of this Ordinance are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has enacted the valid sections without

the void ones, or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 3. This Ordinance shall take effect and be in full force on the thirty-first day following its passage and being signed as provided by law.

PASSED and SIGNED this 3<sup>rd</sup> day of March, 2008.

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BETTY J. HUMPHREY  
MAYOR

ATTEST:

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PATRICIA S. VILLMER  
CITY CLERK

APPROVED AS TO FORM:

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KENNETH J. HEINZ  
CITY ATTORNEY

First reading: February 19, 2008  
Second reading: March 3, 2008

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2008 (the “Effective Date”) by and among the CITY OF RICHMOND HEIGHTS, MISSOURI, a Missouri municipal corporation (the “City”), CF CLAYTON OFFICE II, L.P., a Delaware limited partnership, CF CLAYTON OFFICE III, L.P., a Delaware limited partnership, CFO CLAYTON RETAIL DEVELOPMENT, LLC, a Delaware limited liability company, CF CLAYTON OFFICE IV, L.P., a Delaware limited partnership (collectively, the “Developer”), and, following their formation and ratification of this Agreement, the UNIVERSITY VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT, a transportation development district and political subdivision of the State of Missouri (the “TDD”) and the UNIVERSITY VILLAGE COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (the “CID”). This Agreement shall remain in full force and effect until termination of the CID and TDD contemplated hereby, unless sooner terminated by mutual agreement of the City and Developer.**

### **RECITALS**

**Reference is made to that certain real property in St. Louis County, Richmond Heights, Missouri legally described on Exhibit A (the “TDD Property”) and on Exhibit B (the “CID Property”) and, together with the TDD Property, the “Property”).**

**The Developer proposes to develop a project upon the Property that may include retail, restaurant, parking garages, street improvements, and related improvements (the “Development”).**

**The Developer has determined that it will not carry out the Development unless it is able to obtain sufficient economic incentives related to its investment in the Development.**

**The City finds that certain elements of the Development serve a public purpose and that the Development as a whole will promote economic development in the City and serve as a catalyst for additional investment and development around the Property.**

The governing body of the City has authorized the City's execution of this Agreement by Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_, 2008.

The parties desire to enter into this Agreement for the purpose of setting forth certain agreements between the City and the Developer with respect to the Development.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

#### Definitions and Construction

*Definitions. Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:*

**"Affiliate" means any party that controls Developer, that Developer controls or that is under common control with Developer, whether by contract, ownership of stock or other means.**

**"Agreement" means this Development Agreement.**

**"Board of Directors" means (i) with respect to the TDD, the board of directors of the TDD, as elected by the owners of all real property within the TDD, in accordance with the TDD Act, the petition creating the TDD and this Agreement; and (ii) with respect to the CID, the board of directors of the CID, as appointed by the Mayor with the consent of the City Council of the City, in accordance with the CID Act, the petition creating the CID and this Agreement.**

**"Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the Board of Directors and acceptable to the City.**

**"Bonds" means the sales tax revenue bonds issued by or on behalf of the TDD and/or the CID under the Trust Indenture and in**

**accordance with this Agreement. The form of Bonds shall be attached to and incorporated as part of the Trust Indenture.**

**“Certificate of Reimbursable Development Project Costs” means a certificate identifying Reimbursable Development Project Costs in the form of Exhibit G attached hereto and incorporated herein by this reference.**

**“Certificate of Substantial Completion” means a document substantially in the form of Exhibit H attached hereto and incorporated herein by this reference, delivered by the Developer to the TDD or the CID, as applicable, and the City in accordance with this Agreement and which, upon the TDD’s or the CID’s, as applicable, and the City’s acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Project.**

**“CF Clayton Office III” means CF Clayton Office III, L.P., a Delaware limited partnership, and a member of CFO Clayton Retail Development, LLC.**

**“CID” means the University Village Community Improvement District to be created and maintained pursuant to the CID Act and this Agreement.**

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

**“CID Administrative Costs” means overhead expenses of the CID for administration, supervision and inspection incurred in connection with the CID Project, including without limitation the following: (a) reimbursement (in an amount not to exceed one and one-half percent (1½%) of the CID Revenues collected in the applicable year) of reasonable and necessary expenses incurred by the City pursuant to Section 67.1461.3 of the CID Act to establish the CID and review the CID’s annual budgets and reports; (b) reimbursement of the petitioners for the costs of filing and pursuing the petition to establish the CID and all publication and incidental costs incurred therewith; (c) reimbursement of the CID’s Board of Directors for actual expenditures in the performance of authorized duties on the behalf of the CID; (d) costs incurred by the Developer or the CID related to any authorized indebtedness of the CID, including the**

issuance and repayment of bonds and other debt obligations; and (e) the cost of insurance obtained by the CID.

“CID Project” means any community improvement project approved by the CID for an area within the CID and in accordance with the CID Act, as further described in Exhibit D attached hereto.

“CID Revenues” means revenues of the CID from the CID Sales Tax, if any, imposed in accordance with the CID Act.

“CID Sales Tax” means the community improvement district sales tax, if any, levied by the CID in accordance with the CID Act and this Agreement.

“City” shall have the meaning given in the introductory paragraph of this Agreement.

“Construction Inspector” means the engineer or architect, who may be an employee of the City, or firm of engineers or architects appointed by the City.

“Costs of Issuance” means all costs reasonably incurred by the TDD, the CID or the City in furtherance of the issuance of the Obligations including but not limited to the fees and expenses of financial advisors and consultants, the TDD’s and the CID’s attorneys (including issuer’s counsel and Bond Counsel), the City’s attorney, the City’s administrative fees and expenses (including fees and costs of advisors), underwriters’ discounts and fees, the costs of printing any Obligations and any official statements relating thereto, the costs of credit enhancement, if any, and the fees of any rating agency rating any Obligations.

“County” means St. Louis County, Missouri, a first-class county and political subdivision of the State of Missouri.

“Developer” shall mean CF CLAYTON OFFICE II, L.P.; CF Clayton Office III, L.P.; CFO Clayton Retail Development, LLC; and CF Clayton Office IV, L.P.; or any one of them.

“Effective Date” means the date given in the introductory paragraph of this Agreement.

“Notes” means the sales tax revenue notes issued by or on behalf of the TDD and/or the CID under the Trust Indenture and in

accordance with this Agreement. The form of Notes shall be attached to and incorporated as part of the Trust Indenture.

“Obligations” means (i) with respect to the TDD, any Bonds, Notes or other obligations issued by or on behalf of the TDD to pay or otherwise reimburse Reimbursable Development Project Costs; and (ii) with respect to the CID, any Bonds, Notes or other obligations issued by or on behalf of the CID to pay or otherwise reimburse Reimbursable Development Project Costs.

“Parties” means, collectively, the City, the Developer, the TDD and the CID.

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

“Project” means, collectively, the CID Project and the Transportation Project.

“Reimbursable Development Project Costs” means those categories of costs of the Project which are reimbursable pursuant to the TDD Act and/or the CID Act, for which the Developer is eligible for reimbursement in accordance with this Agreement, which shall include, but not be limited to, Costs of Issuance, the sums advanced by the Developer pursuant to Sections 3.2, 3.6 and 3.11, and the sums advanced by the Developer to pay TDD Administrative Costs and CID Administrative Costs.

“Sansone University Village” means Sansone University Village, LLC, a Missouri limited liability company, and a member of CFO Clayton Retail Development, LLC.

“TDD” means the University Village Transportation Development District to be created and operated pursuant to the TDD Act and this Agreement.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended.

**“TDD Administrative Costs” means expenses of the TDD for administration, supervision and inspection incurred in connection with a Transportation Project, which expenses include without limitation the following: (a) reimbursement of the board of directors of the TDD for actual expenditures in the performance of duties on behalf of the TDD pursuant to Section 238.222 of the TDD Act; (b) expenses incurred in the exercise of the contractual powers of the TDD pursuant to Section 238.250 of the TDD Act; (c) reimbursement of the petitioners and the City for the reasonable and necessary costs of filing and defending the petition to establish the TDD and all publication and incidental costs incurred in obtaining the Court’s certification of the petition pursuant to Section 238.217 of the TDD Act; (d) costs related to the issuance and repayment of bonds and other debt obligations; (e) the cost of insurance obtained by the TDD pursuant to Section 238.255 of the TDD Act; (f) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (g) expenses incurred by the TDD in the exercise of the powers granted under Section 238.252 of the TDD Act, including compensation of contractors, suits by or against the TDD, and disbursement of funds for the TDD’s activities; and (h) expenses incurred by the TDD in connection with abolishment of the TDD in accordance with Section 238.275 of the TDD Act.**

**“TDD Revenues” means revenues of the TDD from the TDD Sales Tax, if any, imposed in accordance with the TDD Act.**

**“TDD Sales Tax” means the transportation development district sales tax, if any, levied by the TDD in accordance with the TDD Act and this Agreement.**

**“Transportation Project” means any transportation improvement project approved by the TDD for an area within or benefiting the TDD and qualifying as a “project” in accordance with the TDD Act, as further described in Exhibit E attached hereto.**

**“Trust Indenture” means a trust indenture or trust indentures entered into by and between the TDD or CID, as applicable, and the Trustee in connection with the issuance of the Obligations, in form and substance mutually acceptable to all Parties hereto.**

**“Trustee” shall mean the trustee under a Trust Indenture entered in connection with the issuance of the Obligations.**



***Construction. As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.***

## **The Project**

### **2.1 Design and Construction of the Project.**

(a) As planned, the Development consists of the construction of two parking garages, retail and restaurant space, street improvements, and related improvements located upon and constituting a part of the Property. Subject to applicable laws, the Developer shall have the sole right to plan, design and carry out the Project in such manner as the Developer determines to be necessary or desirable. The Developer, as the agent of the TDD and CID, shall design and construct the Project on behalf of the TDD and CID, respectively. The Developer agrees to design and construct the Project in accordance with plans approved by the City and to pursue the Project to completion, subject to Section 4.9. The Developer shall advance all costs and expenses necessary for completion of the Project, in accordance with Section 2.3.

(b) Before construction or funding of the Transportation Project, the TDD shall submit the proposed plans and specifications therefor to the City for its prior approval in accordance with the TDD Act and subject to the City's then existing ordinances and procedures relating to such improvements.

**2.2 Application of Prevailing Wage, Public Bidding and Other Laws.** To the extent that prevailing wage, public bidding or other requirements of State and local laws, codes and regulations apply to any portion of the Project, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements, and the TDD and the CID shall cooperate with the Developer to the extent required to comply with the foregoing requirements. The Developer shall indemnify and hold harmless the City, the TDD and the CID from any liability resulting to any of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of State and local laws, codes and regulations that apply to any portion of the Project.

**2.3 Financing the Project.** The Developer agrees to advance all costs of design, construction and installation of the Project. All such funds so advanced shall be subject to reimbursement as a Reimbursable Development Project Cost solely as provided for in this Agreement.

**2.4 Reimbursements Limited to Reimbursable Development Project Costs; Developer's Right to Substitute.** Costs incurred by the Developer in connection with the Project will be eligible for reimbursement upon submission by the Developer, and acceptance by the TDD or the CID, as applicable, and the City, of a Certificate of Reimbursable Development Project Costs, as set forth below:

(a) The Developer may submit to the [Trustee(?)], the TDD or the CID, as applicable, and the City no more frequently than once per month, a Certificate of Reimbursable Development Project Costs in substantially the form attached as Exhibit G hereto. Said certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate to the TDD's or the CID's, as applicable, and the City's reasonable satisfaction that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Development Project Costs. If the City determines that any cost identified as a Reimbursable Development Project Cost is not a Reimbursable Development Project Cost under this Agreement or the TDD Act or the CID Act, as applicable, the City shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Reimbursable Development Project Costs, which shall be included with a supplemental application for payment submitted within 30 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment.

(c) The Developer shall provide such information as the TDD, the CID or the City may reasonably request, and shall make its books and records regarding the Project available to the TDD, the CID and the City in order for those entities to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Developer. The TDD, the CID and the City, respectively, may retain such consultants, at no cost to Developer, as it reasonably deems necessary in connection with such review.

## **2.5 Certificate of Substantial Completion.**

(a) Promptly after substantial completion of the Project in accordance with the provisions of this Agreement, the Developer will furnish to the Construction Inspector a Certificate of Substantial Completion so certifying. The Construction Inspector shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as it reasonably deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of such 30-day period after delivery to the Construction Inspector of the Certificate of Substantial Completion, the Construction Inspector furnishes the Developer with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail.

(b) Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 30 days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Certificate of Substantial

Completion with the County Recorder of Deeds, and the same shall constitute evidence of the completion by the Developer of the Project. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit H hereto.

**2.6 Insurance.** *Before commencing construction of any portion of the Project, the Developer shall obtain or shall require that any contractor selected by the Developer to obtain comprehensive general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000). The Developer shall cause evidence of such insurance to be delivered to the TDD, the CID and the City upon request and shall require that such insurance be maintained by any such contractor for the duration of the construction of such portion of the Project and shall name the City as an additional insured thereon. The policy of insurance delivered pursuant to this section shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.*

**2.7 Annual Budget; Annual Financial Statements.**

(a) Prior to the end of each fiscal year, the TDD and the CID, respectively, shall prepare and approve a budget for the upcoming fiscal year. Each budget for the TDD and the CID, respectively, shall be prepared and adopted in accordance with all applicable state statutes including, but not limited to, Section 67.010 Revised Statutes of Missouri, as amended.

(b) Beginning in the fiscal year immediately following the delivery of the Certificate of Substantial Completion, the TDD and the CID, respectively, shall promptly, and in any event within 180 days after the end of each fiscal year, provide to the Developer and the City copies of its annual audited financial statements performed by an independent certified public accounting firm

(c) The TDD and the CID, respectively, shall annually reimburse the City for the reasonable and actual expenses incurred by the City to review annual budgets and reports of the TDD and CID, as applicable, required pursuant to this section upon receipt of an invoice therefor; provided that, such annual reimbursement shall not exceed one and one-half percent of the TDD Revenues and CID Revenues, respectively, collected in such year.

**Project Public Financing**

***Transportation Development District. The Developer shall have the right in Developer's sole and subjective discretion, to petition the Circuit Court of the County for the creation of the TDD pursuant to the TDD Act, to be known as the "University Village Transportation Development District." The TDD shall be created for the purpose of***

***providing tax revenues for funding Reimbursable Development Project Costs paid or incurred in connection with the Transportation Project and TDD Administrative Costs. If the Developer elects to cause the creation of the TDD, the TDD shall be created and shall operate in accordance with the following:***

**The TDD's boundaries shall consist of the TDD Property in its entirety.**

**The TDD shall be authorized to impose the TDD Sales Tax in an amount not to exceed one percent (1%) on taxable sales within the TDD pursuant to Section 238.235 of the TDD Act.**

**The TDD may otherwise be created and operated as the Developer determines in its sole and subjective discretion, provided that it complies with the TDD Act and the provisions of this Agreement.**

***City and Developer Actions with Respect to the TDD. The Parties acknowledge that, if the Developer seeks to create a TDD, the City will be a "local transportation authority" (as defined in the TDD Act) required to approve its respective portion of the Transportation Project in accordance with the TDD Act. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the Transportation Projects. To that end, the City, the TDD and the Developer agree as follows in connection with the TDD, if the Developer elects to cause the creation thereof:***

**The City and the Developer shall use commercially reasonable efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the TDD, including the execution of all consents, approvals, authorizations or other documents required to create and certify the TDD or cause the City to be designated as a "local transportation authority" within the meaning of the TDD Act.**

**The City shall approve each eligible Transportation Project (as described in Exhibit E attached hereto) as a "project" in accordance with the provisions of the TDD Act, subject to this Agreement.**

**The TDD agrees to pay to the City an amount sufficient to pay or reimburse the City for payment of actual and reasonable third**

party planning, legal, administrative and other actual and reasonable third party costs associated with the Transportation Project including, but not limited to, legal and administrative costs and expenses incurred by the City in connection with the creation of the TDD and the negotiation of this Agreement. To the extent TDD Revenues are not sufficient to pay or reimburse the City for these costs and expenses, the Developer agrees to pay or reimburse the City for the expenses described above. All sums advanced to the City under this Section shall constitute Reimbursable Development Project Costs and may be reimbursed to the Developer solely as provided for in this Agreement.

*Ownership of Transportation Projects. Upon substantial completion of the Transportation Projects, the TDD shall transfer an ownership interest (by lease or otherwise) thereof to the City, in satisfaction of Section 238.275, RSMo. The City shall, in turn, sublease, assign, convey or otherwise transfer control of the Transportation Projects back to the Developer as requested by Developer, and, if requested, the City shall grant the Developer an option to purchase the Transportation Projects from the City for \$1.00. Said lease, purchase option and other conveyance documents shall be in form mutually agreed to by the parties, subject to the approval of Developer's and the TDD's bond counsel, if any.*

*Regulation of Transportation Projects. All laws of Missouri relating to maintaining, signing, damaging and obstructing of streets or roadways shall apply to Transportation Projects of the TDD. All Transportation Projects shall be treated as streets, roads or improvements within the City for purposes of the City's police powers with respect to such improvements, and the TDD shall have no police powers or authority with respect to such streets, roads or improvements.*

*Community Improvement District. The Developer shall have the right in Developer's sole and subjective discretion, to pursue the creation of a community improvement district pursuant to the CID Act, to be known as the "University Village Community Improvement District." The CID shall be created for the purpose of providing tax revenues for funding Reimbursable Development Project Costs paid or incurred in connection with the CID Project and CID Administrative Costs. If the Developer elects to cause the creation of the CID, the*

***CID shall be created and shall operate in accordance with the following:***

**The CID's boundaries shall consist of the CID Property in its entirety.**

**The CID shall be authorized to impose the CID Sales Tax in an amount not to exceed one percent (1%) on taxable sales within the CID pursuant to Section 67.1545 of the CID Act.**

**The CID may otherwise be created and operated as the Developer determines in its sole and subjective discretion, provided that it complies with the CID Act and the provisions of this Agreement.**

***City and Developer Actions with Respect to the CID. The City acknowledges the general economic benefit and the overall value to the community created by the construction of the CID Project. To that end, the City, the CID and the Developer agree as follows in connection with the CID, if Developer elects to cause the creation thereof:***

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

**The City shall approve each eligible CID Project (as described in Exhibit D attached hereto) in accordance with the CID Act and this Agreement.**

**The CID agrees to pay to the City an amount sufficient to pay or reimburse the City for payment of actual and reasonable third party planning, legal, administrative and other actual and reasonable third party costs associated with the CID Project including, but not limited to, legal and administrative costs and expenses incurred by the City in connection with the creation of the CID and the negotiation of this Agreement. To the extent CID Revenues are not sufficient to pay or reimburse the City for these costs and expenses, the Developer agrees to pay or reimburse the City for the expenses described above. All sums advanced to the City under this Section shall**

**constitute Reimbursable Development Project Costs and may be reimbursed to the Developer solely as provided for in this Agreement.**

***Creation of CID and TDD and Implementation of the Sales Taxes. Notwithstanding anything herein to the contrary, if the Developer petitions the County Circuit Court for the creation of the TDD in compliance with the TDD Act, and petitions the City for the creation of the CID in compliance with the CID Act, the Parties agree that the TDD Sales Tax and the CID Sales Tax may be charged at a rate of up to one percent (1%) each, two percent (2%) in the aggregate.***

***Administration and Collection of the Sales Taxes.***

(a) The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the CID Sales Tax. The Parties hereby acknowledge that, if the Missouri Department of Revenue collects the CID Sales Tax, the Missouri Department of Revenue may deduct from CID Revenues its own collection and administrative fee as provided for in the CID Act.

(b) The TDD shall collect the TDD Sales Tax. In order to do so, the TDD shall enact a resolution that prescribes any required forms and administrative rules and regulations for reporting and collecting the TDD Sales Tax. The TDD may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the TDD Sales Tax as needed. The Parties shall cooperate with the TDD in all respects and as necessary for the collection by the TDD of the TDD Sales Tax. The TDD may deduct from TDD Revenues a collection fee in the amount of one percent (1%) of the total TDD Revenues collected.

***(c) Upon receipt of the TDD Revenues, the TDD shall deposit the same into a special trust account to be known as the "University Village Transportation Development District Sales Tax Trust Fund" (the "TDD Trust Fund"). Upon receipt of the CID Revenues, the CID shall deposit the same into a special trust account to be known as the "University Village Community Improvement District Sales Tax Trust Fund" (the "CID Trust Fund"). The TDD and the CID, respectively, shall transfer, subject to annual appropriation by the applicable Board of Directors, the money in the TDD Trust Fund and the CID Trust Fund to the Trustee for any application as contemplated in Trust Indenture securing the Obligations. TDD Revenues shall be collected, applied and used only as follows: first, to pay the collection fee of the TDD pursuant to subsection (b) above; second, to pay TDD Administrative***

**Costs; and third, to pay principal of and interest on the TDD's Obligations and make other payments required pursuant to the Trust Indenture for the Obligations. CID Revenues shall be collected, applied and used only as follows: first, to pay CID Administrative Costs; and second, to pay principal of and interest on the CID's Obligations and make other payments required pursuant to the Trust Indenture for the Obligations.**

*Enforcement of the Sales Taxes.*

(a) The TDD and the CID, respectively, shall take all actions necessary for collection and enforcement of the TDD Sales Tax and the CID Sales Tax, as applicable. The TDD and the CID, respectively, may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD or the CID, as applicable, deems reasonably necessary to secure the payment of the TDD Sales Tax and the CID Sales Tax, respectively. The Developer covenants to cooperate and take all reasonable actions necessary to assist the TDD and the CID in the collection and enforcement of the TDD Sales Tax and the CID Sales Tax, as applicable.

(b) The TDD and the CID, respectively, shall report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the TDD's or the CID's inability to collect the TDD Sales Tax or CID Sales Tax, respectively, in a timely manner as provided for in the Missouri Sales Tax Law. If the Missouri Department of Revenue notifies the TDD or the CID, as applicable, that it refuses to undertake enforcement of the TDD Sales Tax or CID Sales Tax, as applicable, the TDD or the CID, as applicable, shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, neither the TDD nor the CID are obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the TDD or CID, as applicable, reasonably expected to exceed the amount of revenues sought to be collected.

*Repeal of the Sales Taxes.*

**(a) TDD Sales Tax. Upon the earlier of (i) all Obligations having been paid or (ii) thirty years from the date on which the TDD Sales Tax is first imposed, the TDD shall implement the procedures in the TDD Act for repeal of the TDD Sales Tax and abolishment of the TDD. The TDD shall not implement the procedures for repeal or modification of the TDD Sales Tax and abolishment of the TDD if the TDD, with the prior written consent of the City, has approved another project pursuant to the TDD Act. Upon repeal of the TDD Sales Tax, the TDD shall:**

*Pay all outstanding TDD Administrative Costs; and*



*Retain any remaining TDD Revenues until such time as the TDD is abolished and the TDD has provided for the transfer of any funds remaining in a manner permitted by the TDD Act.*

**(b) CID Sales Tax. The CID shall not implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the CID prior to all Obligations having been paid. In addition, the CID shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the CID if the CID, with the prior written consent of the City, which shall not be unreasonably withheld, has approved another project pursuant to the CID Act. Upon repeal of the CID Sales Tax, the CID shall**

- (i) Pay all outstanding CID Administrative Costs; and*
- (ii) Retain any remaining CID Sales Tax Revenues until such time as the CID is abolished and the CID has provided for the transfer of any funds remaining in a manner permitted by the CID Act.*

*The CID shall have the right to continue in existence and charge the CID Sales Tax in accordance with the CID Act for so long as the CID is able to use CID Sales Tax revenues to pay for projects and services in accordance with the CID Act.*

*Issuance of Obligations.*

(a) No Obligations shall be issued until the TDD and/or the CID, as applicable, has received the written consent of the City; provided, however, that no such City consent is required if the Obligations are issued in such a manner that the Obligations do not cause the City, in the opinion of Bond Counsel, to lose its ability to issue “qualified tax-exempt obligations,” as defined in Section 265(b) of the Internal Revenue Code, for the applicable calendar year.

(b) The TDD and the CID agree to reimburse the Developer for Reimbursable Development Project Costs by the issuance of Notes as provided herein. Nothing in this Agreement shall obligate the TDD or the CID to issue or further endorse Notes for any cost that is not a Reimbursable Development Project Cost. The Notes shall be issued pursuant to a Trust Indenture.

(c) The Obligations issued by the TDD and/or the CID for reimbursement of Reimbursable Development Project Costs shall be payable solely from the TDD Revenues and/or the CID Revenues or proceeds of the Obligations and not from any other source. The Obligations shall be the exclusive responsibility of the TDD and/or the CID, and shall not constitute a debt or liability or general obligation of the TDD, the CID, the City, the State or any agency or political subdivision thereof.

(d) The Developer covenants to cooperate and take all reasonable actions necessary to assist the TDD, the CID and their Bond Counsel, underwriters and financial advisors in the

preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell Obligations, as appropriate. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any tenant, but upon the execution of a confidentiality agreement reasonably acceptable to the Developer, the Developer shall provide such information to the TDD, the CID and their Bond Counsel, financial advisors, underwriter and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(e) Intentionally deleted.

(f) Neither the TDD nor the CID shall issue any other indebtedness or obligations secured by TDD Revenues or CID Revenues, as applicable, other than the Obligations provided for under this Agreement.

(g) Subject to the requirements of this Agreement, the TDD and/or the CID shall issue the Notes in the form and substance as dictated by a Trust Indenture and the resolution approved by the Board of Directors approving the issuance of the Notes. The Notes shall bear interest at a fixed rate per annum equal to (i) Prime Rate if the interest on the Notes (in the opinion of Bond Counsel) is not exempt from federal income taxation (the "Taxable Rate"), or (ii) Prime Rate less 1.5% if the interest on the Notes (in the opinion of Bond Counsel) is exempt from federal income taxation (the "Tax-Exempt Rate"). Interest which remains unpaid on any payment date shall be compounded semiannually.

(h) No Notes shall be issued until such time as the TDD and/or the CID, as applicable, and the City have received and accepted a Certificate of Reimbursable Development Project Costs from the Developer.

(i) Within 15 business days after acceptance by the TDD and/or the CID, as applicable, and the City of each Certificate of Reimbursable Development Project Costs, the TDD and/or the CID, as applicable, will request the Trustee to endorse the Notes in an amount equal to the approved Reimbursable Development Project Costs. Upon the acceptance by the TDD and/or the CID, as applicable, and the City of a Certificate of Reimbursable Development Project Costs and the endorsement to the Notes as provided herein, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the TDD and/or the CID, as applicable, shall be deemed to have deposited such funds in a project fund created under a Trust Indenture for the Project and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit from time to time.

(j) If Bonds are issued to refund only a portion of the Notes, then no money shall be applied to the payment of any Notes so long as any Bonds remain outstanding.

(k) Upon the issuance of Obligations, the TDD and/or the CID, as applicable, shall, subject to annual appropriation, pledge all TDD Revenues and/or CID Revenues, as applicable (less any collection fee and the amount required to pay TDD Administrative Costs or CID

Administrative Costs, as applicable), to the payment of debt service on the Obligations in accordance with this Agreement, a Trust Indenture and the resolution approved by the Board of Directors approving the issuance of the Notes.

(l) The TDD and the CID agree to cause the officer of the TDD or the CID, as applicable, at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD and the CID, as applicable, for each fiscal year that the Obligations are outstanding, a request for an appropriation of TDD Revenues or CID Revenues, as applicable, for application to the payment of Obligations in accordance with this Agreement.

### *Governance of the TDD and the CID.*

(a) *TDD Board of Directors.*

(i) The TDD's Board of Directors shall consist of six (6) members to be elected by the property owners within the TDD pursuant to the TDD Act, the petition creating the TDD and this Agreement. The number of persons constituting the Board of Directors shall not be increased by the TDD without the consent of both the Developer and the City.

(ii) Each director must have all of the following characteristics:

- (A) be a citizen of the United States;
- (B) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (C) be at least twenty-one (21) years of age;
- (D) be an owner of real property located within the TDD (or a legally authorized representative thereof); and

(iii) For so long as the TDD is in existence, one of the members of the Board of Directors shall be the City Manager of the City or her designee. The Developer hereby agrees to execute a proxy agreement or adopt a resolution designating the City Manager of the City as its legally authorized representatives for the limited purpose of qualifying that individual to act as a director under the TDD Act. The Developer shall, with respect to any real property owned by the Developer within the TDD and sold or transferred following execution of this Agreement, require that each sale or transfer agreement contain a provision obligating such buyer or transferee to comply with the provisions of this section.

(b) *CID Board of Directors.*

(i) The CID's Board of Directors shall consist of six (6) members to be appointed by the Mayor with the consent of the Board of Aldermen pursuant to the CID Act, the petition creating the CID and this Agreement. The number of persons constituting the Board of Directors shall not be increased by the CID without the consent of both the Developer and the City.

(ii) Each director must have all of the following characteristics:

(A) be a citizen of the United States;

(B) be a Missouri resident for at least one year prior to appointment to the Board of Directors;

(C) be at least eighteen (18) years of age;

(D) be either:

(1) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the CID (or a legally authorized representative thereof); or

(2) a business operating within the CID (or a legally authorized representative thereof); and

***(iii) For so long as the CID is in existence, one of the members of the Board of Directors shall be the City Manager of the City or her designee. The Developer hereby agrees to execute a proxy agreement or adopt a resolution designating the City Manager of the City as its legally authorized representatives for the limited purpose of qualifying that individual to act as a director under the CID Act. The Developer shall, with respect to any real property owned by the Developer within the CID and sold or transferred following execution of this Agreement, require that each sale or transfer agreement contain a provision obligating such buyer or transferee to comply with the provisions of this section.***

(iv) CF Clayton Office II, L.P.; CF Clayton Office III, L.P.; CFO Clayton Retail Development, LLC; CF Clayton Office IV, L.P.; and Sansone University Village (or any affiliates or assignees thereof) shall each have a representative on the Board of Directors so long as they continue to own real property or businesses operating within the CID. The directors who will serve on the CID's initial Board

of Directors and the terms of each director shall be as set forth in the petition creating the CID.

**(v) Successor Directors of the Board shall be appointed by the mayor of the City and shall serve for four (4) years.**

#### Miscellaneous

***Notices. All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:***

|                  |  |
|------------------|--|
| If to City:      | City of Richmond Heights<br>1330 S. Big Bend Boulevard<br>Richmond Heights, Missouri 63117<br>Attn: City Manager |
| With a copy to:  | Curtis, Heinz, Garrett & O’Keefe<br>130 S. Bemiston, Suite 200<br>Clayton, Missouri 63105<br>Attn: Ken Heinz     |
| If to Developer: | Sansone University Village, LLC<br>120 South Central, Suite 500<br>Clayton, Missouri 63105<br>Attn: Tim Sansone  |
| With a copy to:  | The Lionstone Group<br>5 Greenway Plaza, Suite 1300<br>Houston, Texas 77046<br>Attn: Jarrett Minton              |
| And a copy to:   | Stinson Morrison Hecker LLP<br>168 North Meramec, 4 <sup>th</sup> Floor<br>Clayton, Missouri 63105               |

Attn: Thomas B. Smallwood

If to TDD:

University Village Transportation  
Development District  
c/o Sansone University Village, LLC  
120 South Central, Suite 500  
Clayton, Missouri 63105  
Attn: Tim Sansone

With a copy to:

The Lionstone Group  
5 Greenway Plaza, Suite 1300  
Houston, Texas 77046  
Attn: Jarrett Minton

And a copy to:

Stinson Morrison Hecker LLP  
168 North Meramec, 4<sup>th</sup> Floor  
Clayton, Missouri 63105  
Attn: Thomas B. Smallwood

If to CID:

University Village Community Improvement  
District  
c/o Sansone University Village, LLC  
120 South Central, Suite 500  
Clayton, Missouri 63105  
Attn: Tim Sansone

With a copy to:

The Lionstone Group  
5 Greenway Plaza, Suite 1300  
Houston, Texas 77046  
Attn: Jarrett Minton

And a copy to:

Stinson Morrison Hecker LLP  
168 North Meramec, 4<sup>th</sup> Floor  
Clayton, Missouri 63105  
Attn: Thomas B. Smallwood

Such addresses may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

***Net Worth. The parties constituting the Developer and their successors and assigns shall collectively, either (a) maintain a Net Worth (as defined below) of at least \$500,000 or (b) provide a guaranty (in form and substance reasonably acceptable to the City) of the Developer's obligations hereunder by an entity having a Net Worth of***

**at least \$500,000. For purposes hereof, “Net Worth” shall mean total assets less total liabilities as reported on the financial statements of the Developer (or the guarantor, as the case may be) pursuant to generally accepted accounting principles. Simultaneously with the delivery of this Agreement and annually thereafter throughout the term of the TDD and CID, the Developer shall provide to the City financial statements demonstrating compliance with this paragraph. Such financial statements shall either be (a) audited by an independent certified public accounting firm or (b) if audited financial statements are not prepared, then in the same form as are prepared for the Developer’s lenders. In either case, the financial statements shall be accompanied by a certificate signed by the Developer’s (or the guarantor’s, as the case may be) authorized representative to the effect that (1) the financial statements present fairly and accurately the financial position of the Developer (or the guarantor) as of the dates indicated and the results of its operations for the periods specified, (2) such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved and (3) the Developer (or the guarantor) has not, since the close of the period for which the financial statements were prepared, incurred any material liabilities and there has been no material adverse change since such date in the financial position of the Developer (or the guarantor). The Developer agrees to provide immediate written notice to the City of the Developer’s (or the guarantor’s, if applicable) Net Worth falls below \$500,000.**

**Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance is, at any time or to any extent, found to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be**

***affected or impaired thereby. Notwithstanding the above, Developer shall have the right to terminate this Agreement in the event that it determines that a material provision of this Agreement has declared invalid or unenforceable. The provisions of this Section shall survive the termination of this Agreement.***

***Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.***

***Consents and Approvals. The Parties commit to work harmoniously with each other, and except in instances (if any) where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that Developer acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. Unless a shorter or longer time period is specified in this Agreement, the Parties shall give or withhold (provided such withholding is reasonable under the circumstances, unless a sole discretion standard expressly applies) such approvals, certifications, or consents within thirty (30) business days, time being of the essence.***

***Entire Agreement. This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Developer for the Project. This Agreement may only be modified by written instrument executed by the City and Developer.***

***Headings. The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.***

***Venue. Any lawsuit, action, or proceeding arising under this Agreement shall be brought in the Circuit Court of the County or, to the extent there is federal jurisdiction over the parties and/or subject matter, be brought in the federal courts of the United States located in the Eastern District of Missouri.***



***Force Majeure. For the purpose of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not restricted to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, terrorism, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes, it being the purpose and intent of this Section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). The affected party shall use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; and provided further, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the affected party, unfavorable to the affected party. Notwithstanding the above, (a) Developer may not rely on its own acts or omissions as grounds for delay in its performance, (b) the City may not rely on its own acts or omissions or the acts or omissions of the City's instrumentalities and agencies as grounds for delay in its performance, and (c) the absence of immediately available funds shall not be grounds for delay.***

***Negation of Partnership. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between any of the Parties or as constituting Developer, the TDD or the CID as the agent or representative of the City for any purpose or in any manner under this Agreement.***

***Representatives not Individually Liable. No member, official, representative or employee of the City shall be personally liable to Developer, the TDD, the CID or any successor in interest in the event of any default or breach by the City for any amount which may become due to Developer, the TDD, the CID or successor or on any obligations under the terms of the Agreement. No affiliate, partner, member, representative or employee of Developer, the TDD, the CID or any of its shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by Developer, the TDD or the CID for any amount which may become due to the City or on any obligations under the terms of this Agreement.***

***Ancillary Documents. The Parties hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.***

***Payment or Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.***

***Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.***

***Conflict of Terms. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.***

***No Waiver. No failure on the part of the Parties to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.***

***No Tax Representations or Warranties. The parties hereby agree that no party is making any representations or warranties to the other about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to Developer, the TDD or the CID any amount for any loss of benefit anticipated by Developer, the TDD or the CID in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, Developer, the TDD and the CID agree to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.***

*[Remainder of Page Intentionally Left Blank - Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF RICHMOND HEIGHTS, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE II, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE III, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CFO CLAYTON RETAIL DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE IV, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**UNIVERSITY VILLAGE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**UNIVERSITY VILLAGE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the TDD Property

A tract of land being part of lots 12 through 18 and 28, all of lots 29 through 40 and part of the 15 foot wide alley in Block 1, those portions of Francis Place conditionally vacated by ordinance numbers 2926 and 3475 and part of lots 26 through 28 and 31 through 34 in Block 3 of Darstmoor, a subdivision, according to the Plat thereof recorded in Plat Book 17 Page 18 of the St. Louis County Records and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 40, also being the intersection of the East line of said 15 foot wide alley with the North Right-of-Way line of Galleria Parkway, variable width; thence along said North Right-of-Way line, North 86 degrees 15 minutes 51 seconds West, a distance of 15.00 feet to the Southeast corner of said Lot 12, also being on the West line of said 15 foot wide alley; thence North 77 degrees 10 minutes 23 seconds West, a distance of 115.70 feet to a point of non-tangent curvature, said point being on the East Right-of-Way line of Brentwood Boulevard, variable width; thence along said East Right-of-Way line of Brentwood Boulevard the following courses and distances: 19.35 feet along the arc of a curve to the right, with a radius of 34.50 feet, through a central angle of 32°07'47", with a chord that bears North 10 degrees 44 minutes 12 seconds West a distance of 19.09 feet; North 05 degrees 19 minutes 42 seconds East a distance of 105.24 feet; North 05 degrees 37 minutes 47 seconds East a distance of 103.15 feet; thence leaving said East line, South 86 degrees 15 minutes 51 seconds East a distance of 112.62 feet to the West line of said 15 foot wide alley; thence along said West line, North 03 degrees 43 minutes 17 seconds East a distance of 412.61 feet; thence leaving said West line, South 86 degrees 15 minutes 51 seconds East a distance of 165.00 feet to the West Right-Of-Way line of said Francis Place; thence along said West Right-Of-Way line, South 03 degrees 43 minutes 17 seconds West a distance of 177.53 feet to the North line of that portion conditionally vacated by Ordinance No. 3475; thence along said North Ordinance line, South 86 degrees 15 minutes 51 seconds East, a distance of 50.08 feet; thence South 03 degrees 43 minutes 31 seconds West a distance of 73.89 feet; thence South 13 degrees 12 minutes 01 seconds East a distance of 122.42 feet; thence South 86 degrees 20 minutes 33 seconds East a distance of 44.25 feet; thence South 03 degrees 39 minutes 27 seconds West a distance of 10.50 feet; thence South 86 degrees 20 minutes 33 seconds East a distance of 15.86 feet; thence South 03 degrees 39 minutes 27 seconds West a distance of 11.11 feet; thence North 86 degrees 20 minutes 33 seconds West a distance of 108.44 feet; thence South 03 degrees 42 minutes 07 seconds West a distance of 119.02 feet; thence South 86 degrees 17 minutes 53 seconds East a distance of 44.03 feet; thence South 03 degrees 13 minutes 18 seconds West a distance of 24.92 feet; thence South 85 degrees 16 minutes 30 seconds East a distance of 5.92 feet; thence South 03 degrees 36 minutes 53 seconds West a distance of 123.44 feet to the North Right-Of-Way line of said Galleria Parkway; thence along said North Right-Of-Way line, North 86 degrees 15 minutes 51 seconds West a distance of 237.85 feet to the point of beginning.

Contains 3.853 acres (167,849 Square Feet), according to survey by Grimes Consulting, Inc., Dated January, 2007.

## EXHIBIT B

### Legal Description of the CID Property

A tract of land being part of lots 12 through 26 and 28, all of lots 29 through 40 and part of the 15 foot wide alley in Block 1, those portions of Francis Place conditionally vacated by ordinance numbers 2926 and 3475 and part of lots 26 through 35 in Block 3 of Darstmoor, a subdivision, according to the Plat thereof recorded in Plat Book 17 Page 18 of the St. Louis County Records and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 40, also being the intersection of the East line of said 15 foot wide alley with the North Right-of-Way line of Galleria Parkway, variable width; thence along said North Right-of-Way line, North 86 degrees 15 minutes 51 seconds West, a distance of 15.00 feet to the Southeast corner of said Lot 12, also being on the West line of said 15 foot wide alley; thence North 77 degrees 10 minutes 23 seconds West, a distance of 115.70 feet to a point of non-tangent curvature, said point being on the East Right-of-Way line of Brentwood Boulevard, variable width; thence along said East Right-of-Way line of Brentwood Boulevard the following courses and distances: thence 19.35 feet along the arc of a curve to the right, with a radius of 34.50 feet, through a central angle of 32°07'47", with a chord that bears North 10 degrees 44 minutes 12 seconds West a distance of 19.09 feet; North 05 degrees 19 minutes 42 seconds East a distance of 105.24 feet; North 05 degrees 37 minutes 47 seconds East a distance of 103.15 feet; North 86 degrees 15 minutes 51 seconds West a distance of 5.64 feet; North 05 degrees 37 minutes 47 seconds East a distance of 22.61 feet; North 03 degrees 38 minutes 49 seconds East, a distance of 77.80 feet; North 03 degrees 44 minutes 57 seconds East, a distance of 185.60 feet; North 09 degrees 27 minutes 45 seconds East, a distance of 69.74 feet; thence leaving said East line, along the line common to said lot 26 and lot 27 of said Block 1, South 86 degrees 14 minutes 11 seconds East a distance of 110.54 feet to the Northeast corner of said Lot 26 in Block 1, said corner being on the West line of said 15 foot wide alley in Block 1; thence along said West line, North 03 degrees 43 minutes 17 seconds East a distance of 57.27 feet; thence leaving said West line, South 86 degrees 15 minutes 51 seconds East a distance of 165.00 feet to the West Right-Of-Way line of said Francis Place; thence along said West Right-Of-Way line, South 03 degrees 43 minutes 17 seconds West a distance of 177.53 feet to the North line of that portion conditionally vacated by Ordinance No. 3475; thence along said North Ordinance line, South 86 degrees 15 minutes 51 seconds East, a distance of 50.00 feet to the East Right-of-Way line of said Francis Place; thence along said East line, North 03 degrees 43 minutes 17 seconds East, a distance of 20.00 feet to the Northwest corner of said Lot 35; thence leaving said East line, along the North line of said Lot 35, South 86 degrees 15 minutes 51 seconds East, a distance of 123.85 feet to the West Right-of-Way line of Interstate Route 170, variable width; thence leaving said North line, along said West line of Interstate Route 170, South 13 degrees 22 minutes 27 seconds East, a distance of 156.99 feet; thence South 03 degrees 43 minutes 17 seconds West, a distance of 350.10 feet to the intersection of said West Right-of-Way line of Interstate Route 170 with said North Right-of-Way line of Galleria Parkway; thence along said North line, North 86 degrees 15 minutes 51 seconds West, a distance of 370.00 feet to the point of beginning.

Contains 6.497 Acres (282,990 Square Feet), according to survey by Grimes Consulting, Inc., Dated January, 2007.

**EXHIBIT C**

**Intentionally deleted.**



## EXHIBIT D

### Description of CID Projects

The CID Projects may include, without limitation, the following:

**Certain infrastructure and site improvements to be made for the benefit of the entire CID, including but not limited to rough grading the land within the CID; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the CID in order that said utility services may be available to all lots or parcels within the CID; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire CID; and the construction of parking facilities, streets, access roads, drive lanes and similar improvements within the CID;**

**Causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the CID as a whole;**

**Employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the CID or by persons within the CID) in the CID to improve the appearance and image of the CID, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; installing operating and maintaining lighting, public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;**

**Providing or contracting for the provision of cleaning and maintenance services on property open to public view in order to improve the appearance and image of the CID, including, but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, parks and gutters;**

**Employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions**

**within the CID, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the CID) conducting security patrols;**

**Hiring or contracting for personnel to staff and provide services to the CID, and furnishing, equipping and housing such staff necessary to provide eligible services; and**

**Establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute eligible services under the CID Act.**

## **EXHIBIT E**

### **Description of Transportation Projects**

The Transportation Projects may include, without limitation, acquisition of land for, and construction and installation of, streets, roads, access roads, interchanges, intersections, signing, signalization, parking lots and garages, and similar and related improvements and infrastructure within or benefiting the TDD.

**EXHIBIT F**

**Intentionally Deleted.**

## EXHIBIT G

### Form of Certificate of Reimbursable Development Project Costs

#### Certificate of Reimbursable Development Project Costs

TO: City of Richmond Heights  
1330 S. Big Bend Boulevard  
Richmond Heights, Missouri 63117  
Attn: City Manager

Re: City of Richmond Heights, Missouri, Lionstone Development Agreement

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of \_\_\_\_\_, 2008 (the "Agreement") among the City, CF Clayton Office II, L.P., a Delaware limited partnership, CF Clayton Office III, L.P., a Delaware limited partnership, CFO Clayton Retail Development, LLC, a Delaware limited liability company, and CF Clayton Office IV, L.P., a Delaware limited partnership (collectively, the "Developer"), the University Village Transportation Development District, and the University Village Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is a Reimbursable Development Project Cost and was incurred in connection with the construction of the Project.
2. These Reimbursable Development Project Costs have been paid by the Developer and are reimbursable under the [CID][TDD] Act and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the [CID][TDD] or any money derived from any project fund established pursuant to the Trust Indenture, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer or the [CID][TDD] any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued and are in full force and effect.
6. The portions of the Project for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

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

8. The portions of the Project for which payment or reimbursement is requested is part of the [CID Project][Transportation Project] and the [CID][TDD] has approved this request.

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

**CF CLAYTON OFFICE II, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE III, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CFO CLAYTON RETAIL DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE IV, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

**UNIVERSITY VILLAGE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

**UNIVERSITY VILLAGE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

**CITY OF RICHMOND HEIGHTS, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF REIMBURSABLE DEVELOPMENT PROJECT COSTS**

**SCHEDULE 1**

| <u>Payee and Address</u> | <u>Amount</u> | <u>Description</u> |
|--------------------------|---------------|--------------------|
|--------------------------|---------------|--------------------|



## EXHIBIT H

### Form of Certificate of Substantial Completion

#### Certificate of Substantial Completion

The undersigned, CF Clayton Office II, L.P., a Delaware limited partnership, CF Clayton Office III, L.P., a Delaware limited partnership, CFO Clayton Retail Development, LLC, a Delaware limited liability company, and CF Clayton Office IV, L.P., a Delaware limited partnership (collectively, the "Developer"), pursuant to that certain Development Agreement dated as of \_\_\_\_\_, 2008 (the "Agreement") among the City of Richmond Heights, Missouri, Developer, the University Village Transportation Development District, and the University Village Community Improvement District, hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction, renovation, repairing, equipping and constructing of the Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Project has been performed in a workmanlike manner and in accordance with the Agreement.
3. Lien waivers for applicable portions of the Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project.
6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to perform the Project.

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

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for

any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

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

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

**CF CLAYTON OFFICE II, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE III, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CFO CLAYTON RETAIL DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CF CLAYTON OFFICE IV, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

**CITY OF RICHMOND HEIGHTS, MISSOURI**

By: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)