

**TAX INCREMENT FINANCING
CONTRACT
BETWEEN
THE CITY OF ST. JOSEPH, MISSOURI**

and

[COMPANY NAME]

for the

[name of plan]

TAX INCREMENT FINANCING PLAN

CONTRACT

THIS CONTRACT, entered into this ____ day of _____, 200_, by and between THE CITY OF ST. JOSEPH, MISSOURI (the "City"), and [Company Name], the developer selected by the City (the "Developer") to implement its Plan of redevelopment more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of St. Joseph, Missouri (the "Commission") on [Date], recommended that the City approve the [name of plan] Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Redevelopment Area"). The Redevelopment Plan provides for the construction of [number of] redevelopment project(s) in St. Joseph, Missouri as follows:

(1) Redevelopment Project No. 1 ("Project 1"), which consists of the construction of approximately 700,000 gross square feet of improvements to be used for the operation of businesses conducting retail sales, in the portion of the Redevelopment Area ("Redevelopment Area - Project 1") designated on Exhibit B as "Redevelopment Area - Project 1," together with the installation, repair, construction, reconstruction and relocation of certain streets and utilities; and

(2) Redevelopment Project No. 2 ("Project 2"), which consists of the construction of approximately 115,000 gross square feet of improvements to be used as a hotel and related amenities, in the portion of the Redevelopment Area ("Redevelopment Area - Project 2") designated on Exhibit C as "Redevelopment Area - Project 2."

B. The Commission further recommended that the City select Developer to

implement the Redevelopment Plan.

C. By Ordinance No. _____, adopted by the City Council of the City (the "City Council") on _____, 200_, the City approved the Redevelopment Plan, as amended, declared the Redevelopment Area as a Blighted Area, selected Developer to implement the Redevelopment Plan, and authorized the City to enter into a contract with Developer for the implementation of Project 1 described in the Redevelopment Plan.

D. The Redevelopment Plan contemplates that in the future Project 1 and Project 2 will each be designated by Ordinance as a redevelopment project in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 R.S.Mo. 1994, as amended (the "Act").

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

1. Rules of Interpretation.

a. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this section unless the context in which such words and terms are used clearly requires otherwise.

b. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

(1) The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that

nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 34 of this Contract.

(2) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions.

(a) "Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete plating, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or

social liability or a menace to the public health, safety, morals, or welfare in its present condition and use;

- (b) "City," the City of St. Joseph, Missouri;
- (c) "City Council," the governing body of St. Joseph, Missouri;
- (d) "City Treasurer," the treasurer of St. Joseph, Missouri;
- (e) "Commission," the Tax Increment Financing Commission of St. Joseph,

Missouri;

- (f) "County Assessor," the assessor of Buchanan County, Missouri;
- (g) "County Collector," the collector of Buchanan County, Missouri;
- (h) "Debt Service," amount required for the payment of interest and principal

on TIF Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the TIF Obligations to retire or secure the TIF Obligations;

- (i) "Developer," [company name] its successors and assigns;
- (j) "Economic Activity Account," the separate segregated account within the

Special Allocation Fund into which Economic Activity Taxes are to be deposited;

(k) "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, which are generated by economic activities within Redevelopment Area - Project 1, while tax increment financing remains in effect, excluding licenses, fees or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act;

- (l) "Ordinance," an ordinance enacted by the City Council;

(m) "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to retire TIF Obligations and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after Project 1 to be developed in the Redevelopment Area is approved by an Ordinance of the City Council. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo.;

(n) "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which payments in lieu of taxes are to be deposited;

(o) "Redevelopment Project Costs" include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and Project 1. Such costs include, but are not limited to the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special

services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Project 1;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of rehabilitation reconstruction, or repair or remodeling of existing buildings and fixtures;

(5) Cost of construction of public works or improvements;

(6) Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of TIF Obligations, and which may include payment of interest on any TIF Obligations issued hereunder accruing during the estimated period of construction of Project 1 for which such TIF Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto;

(7) All or a portion of a taxing district's capital cost resulting from Project 1 necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project 1, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that a city determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in lieu of taxes.

(p) "Reimbursable Project Costs," the portion of Redevelopment Project Costs which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes or the proceeds of TIF Obligations, and which costs are set forth in Exhibit H attached hereto and include those costs incurred by the City or the Developer as a result of preparing, reviewing and adopting the Redevelopment Plan and Project 1, designation of the Redevelopment Area and the Redevelopment Area - Project 1; planning, financing, acquiring and constructing Project 1 and any other work authorized by the Redevelopment Plan, the oversight of the construction of Project 1, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund;

(q) "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are deposited for the purpose of paying Redevelopment Project Costs and TIF Obligations incurred in the payment thereof;

(r) "Taxing Districts," any political subdivision of this state having the power to levy taxes;

(s) "TDD Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by a transportation development district to carry out the Redevelopment Plan or to fund outstanding obligations;

(t) "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City or Commission pursuant to the Act to carry out Project 1 or to fund outstanding obligations; and

(u) "Total Initial Equalized Assessed Value," that amount certified by the

County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within Redevelopment Area - Project 1 immediately after tax increment financing for such areas has been approved by the City Council by an Ordinance.

3. Redevelopment Area. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in Exhibit A, attached hereto.

4. Redevelopment Project Areas. The Redevelopment Area will be developed in two phases, within the areas more specifically identified in Exhibit B as Redevelopment Area - Project 1 and in Exhibit C as Redevelopment Area – Project 2, in accordance with the provisions of the Redevelopment Plan. Tax increment financing for Redevelopment Area - Project 1 and Redevelopment Area – Project 2 shall become effective only upon the approval thereof by an Ordinance of the Council; provided, however, that any such Ordinance may be changed, modified and/or amended only in accordance with the Act by appropriate Ordinance passed by the Council, upon the recommendation of the Commission. Developer has been designated by City as Developer only for Redevelopment Area – Project 1.

5. Project 1 and Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area, the Developer shall cause Redevelopment Area – Project 1 to be developed as Project 1. In conjunction with Project 1, Developer and City shall construct or cause to be constructed those improvements set forth in Exhibit D (the "Project Improvements"). The Project Improvements consist of Private Project Improvements and Public Project Improvements

as set forth below.

a. Private Project Improvements. Private Project Improvements include those improvements associated with the construction of a retail center of approximately 700,000 gross square feet in accordance with the Redevelopment Plan, this Contract, a final site plan and final plat for the property approved by the City, and all other applicable laws and regulations. The Private Project Improvements shall be constructed by the Developer at its expense.

b. Phase I Public Project Improvements. Phase I Public Project Improvements include those improvements to be constructed within and adjacent to the Redevelopment Area as more specifically identified in Exhibit D. Phase I Public Project Improvements shall be constructed by the Developer and generally include XXXXX

c. Phase II Public Project Improvements. Phase II Public Project Improvements consist of those improvements to be constructed by the City as more specifically identified in Exhibit D. Phase II Public Project Improvements generally include XXXXX.

d. Phase III Public Project Improvements. Phase III Public Project Improvements include those improvements more specifically identified in Exhibit D to be constructed pursuant to an agreement to be entered into between the City and the Missouri Department of Transportation ("MoDOT"), subject to revisions based upon review and approval by MoDOT. Phase III improvements are further divided into Phase III TIF Public Project Improvements and Phase III TDD Public Project Improvements. Phase III TIF Public Project Improvements generally include XXXXX as more specifically described in Exhibit D. Phase III TDD Public Project Improvements generally include XXXXX as more specifically described in Exhibit D.

6. Funding Sources and Uses of Funds.

a. Private Funds. Private funds (the "Private Funds") will be derived from

Developer's equity, equity investment provided by third parties, and debt incurred by Developer. Private Funds shall be used for funding of the Private Project Improvements. In the event the Developer elects to proceed with the Private Project Improvements prior to issuance of the TDD Obligations, the Developer shall also advance Private Funds to construct the Phase I Public Project Improvements.

b. TIF Obligations. The proceeds from TIF Obligations will be used to fund Phase II Public Project Improvements, the Phase III TIF Public Project Improvements and the City's acquisition of right of way from the Developer XXXXX as shown on Exhibit E (the "Highway Right of Way") pursuant to Section 12.a. herein.

c. Neighborhood Improvement District Special Assessments. The Developer shall petition City to establish a Neighborhood Improvement District ("NID") having exterior boundaries coterminous with the boundaries of Redevelopment Area - Project 1 as legally described in Exhibit B and Redevelopment Area – Project 2 as legally described in Exhibit C. The NID shall provide for the imposition of special assessments upon the property within the NID, including the Private Project Improvements in the Redevelopment Area, in an amount sufficient to pay in full the cost of the Phase II Public Project Improvements, the acquisition of all of the Highway Right of Way, and the construction of the Phase III TIF Public Project Improvements to be funded by the TIF Obligations as specified in Exhibit H, together with interest thereon, over a period of time mutually agreed to by the City and Developer. The Developer shall petition the City to establish the NID promptly after the Reimbursable Project Costs have been determined. The City will pledge its right to receive payments of special assessments from the NID as collateral for the payment of the TIF Obligations. The City shall not issue neighborhood improvement district bonds or otherwise lend its credit to secure the TIF

Obligations.

d. TDD Obligations. The Developer shall petition the Circuit Court of Buchanan County and take all necessary actions to establish a Transportation Development District ("TDD") having exterior boundaries coterminous with the boundaries of Redevelopment Area - Project 1 as legally described in Exhibit B and Redevelopment Area – Project 2 as legally described in Exhibit C promptly after execution of this Contract. After the TDD has been formed, the Developer shall cause the TDD board of directors to immediately enter into a contract with the City ("TDD Contract") in a form acceptable to City with regard to the Phase III Public Project Improvements to be funded by TDD Obligations as specified in Exhibit H. The TDD Contract shall include conditions precedent to the TDD's issuance of TDD Obligations which are substantially similar to the conditions precedent applicable to the City with regard to the issuance of TIF Obligations included in Section 11.a. of this Contract, and the TDD Contract shall also require the City's approval prior to the issuance of TDD Obligations by the TDD. Developer shall also cause the TDD board of directors to impose in the aggregate a 0.625 percent sales tax within the boundaries of the TDD, such sales tax to be applied to the retirement of the TDD Obligations, and the TDD Contract shall provide for the establishment of such sales tax. The Developer shall cause the TDD board of directors to issue TDD Obligations upon repayment terms acceptable to the City in an amount sufficient to fund all of the Phase I Public Project Improvements and the Phase III TDD Public Project Improvements as specified in Exhibit H. Proceeds of the TDD Obligations shall be used to reimburse the Developer for the funds advanced to construct the Phase I Public Project Improvements and the Phase III TDD Public Project Improvements as specified in Exhibit H. The TDD Contract shall also obligate the TDD board of directors to maintain said sales tax until all of the Phase I Public Project

Improvements and the Phase III TDD Public Project Improvements have been funded and completed and all debt service obligations regarding the TDD Obligations have been met.

7. Project Budget and Financing Commitments.

a. The Project Improvements shall be constructed in accordance with the Project Budget attached hereto as Exhibit H.

b. Within ninety (90) days after the date of execution of this Contract, Developer shall submit to City information setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs as estimated in the Redevelopment Plan, (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs, and (3) current financial statements of the Developer and any affiliates. The Developer shall immediately notify the City of any material changes in this information that occur after the City's approval of the Redevelopment Plan.

c. Concurrently with delivery of the items described in Section 7.b. above, the Developer will deliver to City its certificate to the effect to the best of its knowledge and belief, such sources of funds and financing commitments, if achieved or obtained, will enable the Developer to timely implement Project 1 and the Private Project Improvements and Phase I Public Project Improvements as required in this Contract and the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made and do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. By delivering the items described in Section 7.b. above, the Developer shall be deemed to have made such representation and warranty even if Developer fails to deliver its certificate as provided herein. The Developer's warranties and representations

as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

8. Development Schedule.

a. It is the intention of the parties that development activities for Redevelopment Area - Project 1 be substantially commenced and completed on or before the dates set forth in Exhibit F, attached hereto and incorporated herein by reference (the "Development Schedule").

The parties hereto recognize and agree that market and other conditions may affect the Development Schedule for the Private Project Improvements. Therefore, the Development Schedule for the Private Project Improvements is subject to change and/or modification, with the written approval of the City, which shall not be unreasonably withheld, upon a showing by the Developer of changed market or other conditions. In order to implement the Development Schedule, the City will endeavor to facilitate the timely passage of the Ordinance referred to in Section 4. The Developer shall render such reasonable aid and assistance as requested by the City to insure favorable consideration of such Ordinance referred to in Section 4 by the Council.

If the Developer does not comply with the Development Schedule as set forth above, then unless the Developer requests an amendment of such Development Schedule prior to such violation and any amendment of the Development Schedule is so approved by the City, the City may require the Developer to appear before the City Council to show cause why this Contract shall not be terminated in accordance with Section 31 hereof.

b. The City shall not be obligated to issue any certificates of occupancy for structures within Redevelopment Area - Project 1 until a certificate of substantial completion for all Phase I Public Project Improvements has been issued by the City pursuant to the provisions of the City's Design and Construction Manual (Ordinance No. 3719).

9. Developer's Duties. Subject to the conditions precedent set forth in Section 11

herein, Developers duties are as follows:

a. Developer shall comply with all City development requirements, all applicable laws, ordinances, rules and regulations, and the provisions of this Contract.

b. Developer shall use its best efforts to acquire all real property set forth in Exhibit A. If Developer is unable to acquire any of such parcels, it shall so notify City in a timely manner to allow City, if it so elects, to acquire such property in accordance with the Development Schedule (Exhibit F) and pursuant to its power of eminent domain as specified in Sections 12.a. and 12.b. of this Contract.

c. Developer shall construct all Private Project Improvements and Phase I Public Project Improvements and shall complete all other development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule. Changes in the redevelopment program contemplated by the Redevelopment Plan which do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties hereto.

d. Subject to the provisions of Section 8 above, Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, Exhibit F attached hereto, for such activities.

e. Developer shall petition City to establish the NID having exterior boundaries coterminous with the boundaries of Redevelopment Area - Project 1 as legally described in Exhibit B and Redevelopment Area – Project 2 as legally described in Exhibit C. Neither Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the special assessments imposed pursuant to the NID on property within the

Redevelopment Area. Developer or its successors in ownership of property in the Redevelopment Area shall pay the annual special assessments of the NID until the TIF Obligations are retired. Failure to make any such payment when due shall constitute an event of default hereunder and upon notice thereof in accordance with Section 33, City may, in addition to the remedies provided in Section 31, immediately institute foreclosure proceedings and prosecute same to conclusion in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo., other statutory provisions to the contrary notwithstanding.

f. Developer shall petition the Circuit Court of Buchanan County to establish a TDD having exterior boundaries coterminous with the boundaries of the Redevelopment Area-Project 1 as legally described in Exhibit B and Redevelopment Area – Project 2 as legally described in Exhibit C as specified in Section 6.d. herein. Neither Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the imposition of a sales tax within the boundaries of the TDD at the aggregate rate of 0.625 percent.

g. Developer shall guarantee the completion of the construction of the Phase I Public Project Improvements in accordance with the provisions of the City's Design and Construction Manual (Ordinance No. 3719).

h. Developer shall convey title to City of the real property necessary for construction of the Phase I Public Project Improvements, without cost to City, upon acceptance of these improvements by the City or in accordance with such other terms as may be agreed to by the City.

i. Developer shall convey to City the Highway Right of Way immediately upon receipt of payment from City for said property.

j. Developer shall at all times during the term of this Contract take such

commercially reasonable actions as are necessary to ensure that the mix of major retail, restaurant and other permitted uses are such that the Redevelopment Area will attract the optimum customer traffic.

10. City's Duties. Subject to Developer's full compliance with all of its covenants and agreements and the satisfaction of the conditions precedent in Section 11 herein, City hereby agrees as follows:

a. City shall approve at its discretion the anticipated petition by Developer to establish the NID.

b. City shall take all reasonable actions to cooperate with Developer in the Developer's duty to establish the TDD.

c. City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payments in Lieu of Taxes and Economic Activity Taxes as set forth in the Act generated from the Redevelopment Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Jurisdictions from such Taxing Jurisdictions, City shall deposit such funds in the Special Allocation Fund.

d. City shall, at its discretion, use its power of eminent domain as specified in Sections 12.a. and 12.b. of this Contract to acquire and transfer title to the land necessary to implement the Redevelopment Plan upon execution of an Acquisition Funding Agreement satisfactory in form to the City and Developer.

e. At such time as City and its advisors shall determine it appropriate that the City issue TIF Obligations, City shall issue TIF Obligations to fund the Phase II Public Project Improvements, the purchase of the Highway Right of Way, and the construction of the Phase III TIF Public Project Improvements as specified in Section 6.b., provided that all of the terms,

conditions and provisions of the TIF Obligations are acceptable to City in its sole discretion.

f. City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs as specified in Section 21 herein, subject, however, to the provisions of Section 11 hereof.

g. City shall construct or cause to be constructed the Phase II Public Project Improvements described herein utilizing proceeds from the TIF Obligations, but only at such time as all necessary funds are available and all necessary plans have been approved for such construction.

h. City shall construct or cause to be constructed the Phase III Public Project Improvements as described herein utilizing proceeds from the TIF Obligations, and TDD Obligations, but only at such time as all necessary funds are available and all necessary plans have been approved for such construction.

i. Tax Increment Financing for Redevelopment Area - Project 1 shall become effective upon the approval thereof by a separate Ordinance of the Council. The City shall take all such actions as are necessary to ensure the timely consideration by the Council of such Ordinance.

11. Conditions Precedent.

a. To City's Duties. The City shall not issue any TIF Obligations nor shall the City or any trustee of the proceeds of any such bonds or other person or entity in control, possession or charge thereof reimburse Developer or any other entity for any Redevelopment Project Costs from, or otherwise disburse, the proceeds of any TIF Obligations or other funds until each of the events listed herein has occurred.

(1) Binding commitments to Developer, evidenced by documentation

satisfactory to the City, for the total private financing for Project 1, including the Private Project Improvements and the Phase I Public Project Improvements, shall be made by financial institutions or other entities acceptable to City. Such commitments shall include, without limitation, equity and/or construction loan financing and must be unconditional or upon terms and conditions approved by City, which approval shall not be unreasonably withheld. Unless otherwise approved by City based on its analysis of Developer's financing plan, any construction loan financing commitment shall require that members of the Developer personally guarantee such construction loan. If City does not approve of any such commitment, the reasons therefor shall be stated and Developer shall be provided a reasonable opportunity to amend the commitments or otherwise satisfy any such objections.

(2) Satisfactory guarantees to complete the Phase I Public Project Improvements have been provided by the Developer and approved by the City in accordance with the provisions of the City's Design and Construction Manual (Ordinance No. 3719).

(3) Prior to any reimbursement, Developer shall have invested all of its equity committed for the Private Project Improvements in accordance with Section 6.a.

(4) Developer shall have obtained leases, or commitments for such leases, for not less than 400,000 square feet of space in the Private Project Improvements, with such leases or commitments being unconditional except for the completion of construction of the Private Project Improvements.

(5) An NID within the boundaries of the Redevelopment Area has been established as specified in Section 6.c. herein.

(6) A TDD within the boundaries of the Redevelopment Area has been established and the TDD Contract has been executed as specified in Section 6.d. herein.

(7) Developer shall have delivered to City its commitment, in form and substance and upon terms and conditions acceptable to the City, for the funding of all of the costs of acquisition (including the costs and legal fees incurred by the City) of the XXXXX Property in excess of the amounts available from the TDD for such purchase, or another funding source and method acceptable to City and Developer has been agreed to.

b. To Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule, Exhibit F hereto:

(1) City approval of a NID petition submitted as specified in Section 6.c. herein.

(2) The successful establishment of the TDD as provided in Section 6.d. herein.

(3) City approval of the Developer's financing plan.

(4) Any required approval by City of tenants as provided in Section 12.e. herein.

(5) Issuance of the TIF Obligations as provided herein.

(6) Acquisition of all property within the boundaries of the Redevelopment Area as provided herein.

(7) City approval of all required zoning, subdivision and permit applications.

(8) City shall have accepted and approved Developer's commitment for the funding of all of the costs of acquisition (including the costs and legal fees incurred by

the City) of the XXXXX Property in excess of the amounts available from the TDD for such purchase, or another funding source and method acceptable to City and Developer has been agreed to.

Notwithstanding anything to the contrary contained herein, Developer shall be responsible for all costs incurred by the City regarding property acquisition as specified in Section 12.b. of this Contract, even if the conditions precedent set forth herein are not satisfied.

12. Special Provisions.

a. Acquisition of the Highway Right of Way. The Highway Right of Way is located XXXXX and is shown generally as the shaded area on the map attached hereto as Exhibit E and by reference made a part hereof. Developer shall provide the City with a legal description of the Highway Right of Way area shown on Exhibit E within sixty (60) days after execution of this Contract. Upon issuance of the TIF Obligations, the City will acquire the Highway Right of Way using the proceeds of the TIF Obligations. The City shall pay to the Developer that amount agreed upon by the City and the Developer, or if no such agreement can be reached, then an amount determined in the following manner: the City and the Developer shall each select an appraiser and the two appraisers so selected shall select a third appraiser. The majority of the three appraisers so selected shall establish the value of the right of way being taken based on the value of the property per square foot in Redevelopment Area - Project 1 as a whole as of the date of the execution of this Contract by the parties; provided, however, that in no event shall the purchase price paid by the City for the Highway Right of Way being taken exceed the amount per square foot that the Developer paid to Mersco Realty Company, Inc., for acquisition of property within Redevelopment Area - Project 1. If a majority of the appraisers so selected cannot reach agreement, then the City may exercise its power of eminent domain to acquire the

Highway Right of Way in whole or in part. The City shall not be obligated to pay to the Developer the amount agreed upon or the amount as otherwise determined herein until the TIF bonds have issued. Until such time as the City makes payment to the Developer for the Highway Right of Way as described above, Developer shall maintain the Highway Right of Way available for transfer to the City and shall not perform any construction upon or make improvements to the Highway Right of Way.

b. XXXXX Property Acquisition. Phase I Public Project Improvements require the acquisition of a number of single family residences and other privately-owned parcels west of existing XXXXX (the “XXXXX Property”). The Developer shall attempt to acquire said parcels through good faith negotiations with the property owners. The Developer shall, at a minimum, offer the owners of these parcels an amount equal to one hundred fifty (150) percent of the current residential appraised value of each parcel pursuant to an appraisal performed by an MAI appraiser and provided to the property owner by the Developer at the Developer’s expense, which expense shall be considered a part of Developer’s costs of the property acquisition. The property owner, at his/her option, may select the MAI appraiser to perform said appraisal. In the event the Developer is unable to acquire any or all of the parcels through good faith negotiations, the City shall, at its discretion, use its power of eminent domain to acquire and transfer title to the land upon execution of an Acquisition Funding Agreement satisfactory in form to the City and Developer. Subject to the other provisions of this Section 12.b., Developer shall advance all necessary funds for the costs of acquisition by eminent domain, including purchase price and costs, expenses and attorneys' fees incurred by City in connection with such acquisition. Developer shall be reimbursed from the proceeds of the TDD Obligations for the costs of the acquisition of the property necessary for the right of way up to one hundred fifty (150) percent of

appraised value plus reasonable legal and other costs incurred by the City and advanced by Developer in its acquisition of the property and exercise of its power of eminent domain. Notwithstanding the foregoing provisions of this Section 12.b. obligating Developer to advance funds for acquisition, Developer and City acknowledge that at the date of this Contract the source of funding for acquisition of the XXXXX Property, to the extent that the cost of acquisition exceeds the amount available from the TDD for such acquisition, has not yet been finally determined. Unless Developer shall provide to City its commitment, in form and substance and upon terms and conditions acceptable to the City, for the funding of all of the costs of acquisition (including the costs and legal fees incurred by the City) of the XXXXX Property in excess of the amounts available from the TDD for such purchase, City and Developer shall proceed, after the date of this Contract, to seek to mutually identify another funding source and method acceptable to City and Developer. Following acquisition of all of the XXXXX Property, the City and Developer shall convey their respective interests in the XXXXX Property to each other such that Developer shall have ownership of all of said property east of the right of way of the relocated XXXXX to be constructed by the Developer in the Phase I Public Improvements and the City shall have ownership of all property west of the right of way of said relocated XXXXX. Subject to the provisions of Section 12.c. below, Developer shall compensate City for portions of the XXXXX Property east of the relocated XXXXX (excluding the right of way for existing XXXXX) in an amount equal to the cost per square foot paid by the City to acquire said property pursuant to the provisions of this Section 12.b. After City and Developer have acquired their respective interests in the XXXXX Property as outlined herein, Developer shall construct the relocated XXXXX and dedicate the right of way and improvements for the relocated XXXXX to the City in accordance with the provisions of the

City's Design and Construction Manual (Ordinance No. 3719). After the City has accepted the dedication of the right of way and improvements for relocated XXXXX, the City shall, upon approval by Ordinance thereof by the City Council, vacate the right of way for existing XXXXX, the ownership of which shall revert by law to the Developer. City agrees that, in any negotiated acquisition of any portion of the XXXXX Property, it will not, except with the agreement of the selling property owner, acquire any portion of such property in excess of the portion necessary for the implementation of the Redevelopment Plan; provided, however, that the provisions of this sentence shall not be applicable in the event of any acquisition by City by exercise of the power of eminent domain.

c. Dedication of Right of Way. Except as provided in Sections 12.a. and 12.b. herein, Developer shall dedicate all necessary right of way located within the boundaries of the Redevelopment Area to the City and/or MoDOT at no cost for all portions of the Phase I Public Project Improvements and the Phase III Public Project Improvements. Notwithstanding the foregoing, City agrees that the TDD may purchase, from the Developer, for fair market value, the right-of-way along the northern boundary of Redevelopment Area - Project 1 which is necessary for the construction of a portion of the Phase III Public Project Improvements, or Developer may, with City approval, exchange said right-of-way with the City for all or a portion of the XXXXX Property which is located east of relocated XXXXX, so long as in no event shall the total compensation paid by the TDD for such right-of-way exceed the price paid to the City for the portion of the XXXXX Property which is located east of relocated XXXXX.

d. Public Participation in Cash Flow.

(1) The purpose of affording public assistance to Project 1 is to accomplish the stated public purposes and not to subsidize an otherwise economically viable

development project. While it has been determined by both the Commission and the City Council that Project 1 would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of Project 1 to the Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer, the parties agree that a reasonable level of earnings for Project 1 is a cumulative annual rate of return upon the Private Funds invested in Project 1 from time to time by Developer ("Private Investment") of 15%. Therefore, if as of the last day of each calendar year after the date of this Contract and prior to the termination of the Redevelopment Area as a redevelopment area pursuant to Section 26.b. hereof, the Net Cash Flow (as defined below) exceeds the cash flow necessary to generate said cumulative 15% annual return on Private Investment for the current and all calendar years commencing in the year 2000, the City Share (as hereinafter defined) of such excess shall be contributed to the City for use as follows: First, the City Share shall be applied to payment of any unpaid Redevelopment Project Costs eligible for reimbursement, or to the payment (including prepayment) of any obligations issued to fund Redevelopment Project Costs; and Second, to acceleration of subsequent phases of the Public Project Improvements; and, Third, for any other purpose authorized by the City Council. For purposes of calculation of annual returns upon Private Investment, Project 1 will be included in calculations for a period beginning with the calendar year 2000 and ending upon termination of the Redevelopment Area as a redevelopment area pursuant to Section 26.b. hereof, and the amount of Private

Investment shall be reduced by the net proceeds of any sale of property in the Redevelopment Area by Developer.

(2) Developer shall submit annually a complete written financial statement to the City in a format acceptable to the City showing in reasonable detail the calculation of actual earnings from Project 1, and Net Cash Flow. Such statement shall include all income attributable to all Private Project Improvements in Project 1 and shall include only those expenses which are reasonable and necessary to the operation of the Private Project Improvements and are directly attributable thereto and shall include no indirect general administrative expenses. All such statements shall be certified to by the Developer's Chief Financial Officer and shall be accompanied by the payment required under this section. The Developer shall provide such statements within one hundred twenty (120) days after the end of each calendar year following the execution of this Contract.

(3) Upon ten (10) days prior written notice, the City may cause an audit of the Developer's statements and calculations referred to herein by the City's staff or consultant. If, as a result of any such audit, the City believes that the Developer owes the City more money than has been remitted by the Developer as heretofore described, then the City shall inform the Developer of its position in writing along with providing reasonable details of the City's position.

(4) For purposes of this Section 12.d., the following terms shall have the meaning set forth below:

City Share: The percentage, calculated as of the last day of each calendar year during which the provisions of this Section 12.d. are applicable, equal to the percentage that the total actual Redevelopment Project Costs paid by TIF Obligations or otherwise paid from the Special Allocation Fund (hereinafter "Public Investment") bears to the sum of Public Investment plus Private Investment. Until such time as all of the Public Improvements have been completed, the City Share shall be determined based upon the amount expended in payment of Public Investment as of the last day of the calendar year for which the City Share is then to be determined.

Net Cash Flow: The net operating income from Project 1, determined in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein), for each calendar year during which the provisions of this Section 12.d. are applicable, plus all net proceeds from sales of all or any part of Project 1 or any real property in the Redevelopment Area (after deduction of reasonable costs and expenses of such sale), except for any such proceeds which are applied to the repayment of debt incurred by Developer to finance the initial development and construction of Project 1. In determining the net operating income from Project 1, there shall be no reduction for debt service (principal or interest), depreciation, amortization, reserve deposits or any other non-cash changes.

Private Investment: The total cost, determined as of the last day of each calendar year during which the provisions of this Section 12.d. are applicable, incurred by Developer in the construction and development of the Private Project Improvements which are paid with Private Funds, as determined in accordance with generally accepted accounting principles consistently applied, reduced by the total amount of net proceeds from sales of all or any part of Project 1 or any real property in the Redevelopment Area (after deduction of reasonable costs and expenses of such sale) occurring prior to the date of such determination.

e. Tenant Approvals. Developer shall have complete and exclusive control over the leasing of property which it owns within the Redevelopment Area including, without limitation, the fixing of rentals and the selection or rejection of tenants; provided, however, that the City shall have the right to review and approve tenants for all areas within the Redevelopment Area for leases of spaces of 35,000 square feet or larger until the Redevelopment Plan is terminated. The City's review and approval of said tenants shall be based on a determination by the City Council or its designee that the location of a particular tenant in the Redevelopment Area will, at a minimum, meet the following criteria:

- (1) The tenant will promote the economic viability and growth of the Redevelopment Area and the City as a whole by providing that a variety of quality and/or upscale goods and services (as determined by City) are available in the City to serve the needs of the residents, including those residents who may currently be meeting such needs making purchases at retail facilities located outside of the City.
- (2) The tenant will assist the City in maintaining or increasing property values in the

Redevelopment Area, surrounding areas, and the City as a whole.

- (3) The tenant will not result in the relocation of an existing business in the City into the Redevelopment Area, thereby reducing the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or reducing the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs.

A list of pre-approved tenants submitted by the Developer and hereby approved by the City Council in accordance with the above criteria is attached hereto as Exhibit G. Developer shall not lease any space of 35,000 square feet or larger within the Redevelopment Area to any tenant not approved by City.

13. Design Criteria and Review Procedures.

a. The Developer shall comply with and/or follow all controls and design criteria relating to exterior improvements as shall be, from time to time, established as a part of the Redevelopment Plan and/or as a part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as “Land Use Approvals”) in order to create an integrated, unified design.

b. Construction plans for the Private Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, and this Contract. In order to insure that the Private Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

- (1) No Private Project Improvements shall be commenced or made unless and

until all the construction plans therefor, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to or a waiver of compliance with the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of Private Project Improvements and until said Private Project Improvements have been completed, the Developer shall, as part of the report required by Section 14, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period the work of the Developer shall be subject to inspection by representatives of the City as described at Section 15.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or construed to be a determination that the same are in compliance with any laws, regulations or ordinances nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

14. Progress Reports.

a. At the first regularly-scheduled meeting of the City Council following the first anniversary of the execution of this Contract and each anniversary of said execution thereafter until all Project Improvements are completed, the Developer shall report to the City Council the progress of its implementation of Project 1. At the first regularly-scheduled meeting of the City Council following the fifth anniversary of said execution and on each five-year anniversary thereafter so long as Project 1 shall remain in effect, the Developer shall prepare and present to the City Council a detailed report on the progress of implementation of Project 1. Such report shall include at least the following information and may contain such other information with regard to Project 1 as the Developer wishes to present or the City may reasonably require:

- (1) Project Improvements completed;
- (2) status of Project Improvements in progress but not yet completed;
- (3) actual assessed value of Redevelopment Area - Project 1 before and after completion of the Project Improvements as compared to Redevelopment Plan estimates;
- (4) actual payments in lieu of taxes as compared to Redevelopment Plan estimates;
- (5) actual Redevelopment Project Costs in Redevelopment Area - Project 1 compared to Redevelopment Plan estimates;

(6) actual start and completion dates of Project Improvements in Redevelopment Area - Project 1 compared to Redevelopment Plan estimates; and

(7) estimated start date of Project Improvements not yet commenced at date of report.

b. The Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

15. Control of Project. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over the construction of the Private Project Improvements and Phase I Public Project Improvements which it owns or controls, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City of St. Joseph, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and the City's Design and Construction Manual (Ordinance No. 3719). As to all parts of Project 1, the Developer hereby grants to the City, its agents and employees the right to enter at reasonable times for the purpose of inspecting Project 1.

16. Compliance with Laws. At all times during the term of this Contract and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the ownership, occupancy, use and operation of Project 1 and Redevelopment Area - Project 1.

17. Certificate of Compliance. Upon the completion of Project 1, the Developer shall

submit a report certifying that the Project Improvements have been completed in accordance with the Redevelopment Plan and that it is in compliance with all other provisions of this Contract. The Developer shall, as part of its report, submit its certificate setting forth (a) the total cost of completing the Project Improvements, (b) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for with the proceeds of the TIF Obligations, and (c) the actual private equity and debt used to complete the Project Improvements, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period. The City may conduct an investigation, and if the City determines that Project 1 has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by a Certificate of Occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Contract have been performed, including formation of the TDD and NID, then it shall issue a Certificate of Completion and Compliance and certify Redevelopment Project Costs as eligible for reimbursement. If the City determines that Project 1 has not been completed in accordance with the provisions of the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that the Developer is not in compliance with the terms of this Contract, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of the Developer, the City shall hold a hearing at which the Developer may present new and/or additional evidence.

a. The certification by the City shall be a conclusive determination of the satisfaction and termination of the covenants in this Contract, with respect to the obligations of the Developer to complete the Project Improvements within the dates for the beginning and

completion thereof, but shall not prevent City from action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

b. Each such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds in the county in which such property is located.

18. Payments in Lieu of Taxes.

a. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for Redevelopment Area - Project 1, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in the Redevelopment Area.

b. Failure to pay Payments in Lieu of Taxes as to any property in Redevelopment Area - Project 1 shall constitute a default by the owner of such property of the provisions of Section 31 hereof, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such Redevelopment Area - Project 1 as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable

remedies it may have to insure the timely payment of all such sums or of the principal of and interest on any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in Redevelopment Area - Project 1 to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of Redevelopment Area - Project 1 by Ordinance of the City, the City shall use all reasonable and diligent efforts to promptly notify the County Collector, the City Director of Finance, the City Treasurer and all other appropriate officials and persons and seek to fully implement the payments in lieu of taxes and reimbursements of Redevelopment Project Costs as provided in this Contract and in the Redevelopment Plan.

c. Notwithstanding anything to the contrary, herein, the lien on property within Redevelopment Area - Project 1 shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

19. Economic Activity Taxes. In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer to the treasurer or other designated financial officer of the City, who shall deposit such funds in the Economic Activity Account. Following the approval of Project 1, for as long as Redevelopment Area - Project 1 is subject to tax increment financing,

Economic Activity Taxes shall be determined and deposited into the Economic Activity within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

a. Documentation of Economic Activity Taxes. Developer, its successors and assigns shall provide City with documentation of sales tax receipts for each business in Redevelopment Area - Project 1, indicating the type and amount of the Economic Activity Taxes paid by each such business located within Redevelopment Area - Project 1. Developer shall include provisions as specified in Section 25 herein in all lease documents with tenants located within Redevelopment Area - Project 1 requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales contracts with purchasers of property located in Redevelopment Area - Project 1 requiring said sales tax information to be provided to the City. Developer shall enforce said provisions to the maximum extent permitted by law, and Developer hereby agrees that each such lease or sales contract shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser.

b. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel when appropriate at Developer's expense, shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due.

c. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District to the governing body of each such Taxing District with a request that such District shall within 30 days of receiving the certification or within 30 days after receiving any such Economic Activity Tax,

whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

d. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and the Redevelopment Plan.

e. Net New Sales Calculation For Intra-City Relocations. The Developer shall not lease or sell any portion of Project 1 to any business which is currently located in the City during the term of this Contract without prior approval from the City Council, even if such business is listed on Exhibit G attached hereto. Should the City waive this prohibition on intra-city relocations, if a retail establishment relocates to the Project Area within one year from an existing facility within the City and/or Buchanan County, in accordance with the provisions of the Act, the economic activity taxes generated by the retail establishment shall equal the amount by which the total additional revenues from economic activity taxes which are imposed by the City and other Taxing Districts exceeds the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

20. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund, and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including the retirement of TIF Obligations, and for the possible distribution to the Taxing

Districts, in the manner set forth in the Redevelopment Plan.

21. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

a. Debt Service. Funds in the Special Allocation Fund shall first be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding TIF Obligations, if any; provided that all conditions precedent to City's duties specified in Section 11.a. herein have occurred.

b. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the Developer's reasonable Reimbursable Project Costs as they come due; provided that such disbursement may only be made if, after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, if any, and all conditions precedent to City's duties specified in Section 11.a. herein have occurred.

c. Taxing Jurisdiction. Subject to financial considerations, it is the intent of the parties that all TIF Obligations shall be retired as soon as possible. After annual Debt Service has been paid on any TIF Obligations, including any prepayments the City is authorized to make pursuant to the provisions of the bond documents related to the TIF Obligations, and after all other incurred Reimbursable Project Costs of the Developer have been paid, then on December 31 of each year until the Redevelopment Plan is terminated, the funds remaining in the PILOT Account and the Economic Activity Account, if any, shall be disbursed to the Taxing Districts in accordance with the Act, which payment shall be subject to the City's authority to

maintain reasonable reserves and funds for payment of debt service and Reimbursable Project Costs in future years, and for future redemption of TIF Obligations, as City shall determine to be appropriate.

22. Payment of Project Costs - Issuance of TIF Obligations. After the execution of this Contract, the City may issue TIF Obligations as provided for in the Act payable from all or any portion of the moneys in the Special Allocation Fund as described in the Redevelopment Plan on terms and at an interest rate determined by market conditions at the time of issuance, the proceeds of which will be used to finance Reimbursable Project Costs incurred or to be incurred. Upon Developers' presentation to the City of a certificate which details Reimbursable Project Costs (the "Certificate") incurred or to be incurred, the City shall review, verify and confirm the information included in the Certificate. If the City determines that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to City's duties specified in Section 11.a. herein have occurred, it shall approve the same and, with thirty (30) days after said approval, make disbursement to the Developer of sufficient proceeds of the obligations to pay for the Reimbursable Project Costs identified in the Certificate.

23. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs as estimated in Exhibit H attached hereto and incorporated herein by reference are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Obligations, the Developer shall present to the City a certificate which details the costs submitted for reimbursement or direct payment and certifies that said costs are reasonable Reimbursable Project Costs. The City shall review, verify and confirm the information included in said certificate and, if the City determines that it accurately reflects reasonable Reimbursable Project Costs, it shall approve the same and, with thirty (30) days after

said approval, make disbursement to the Developer of sufficient proceeds of the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay for the Reimbursable Project Costs. If the City, pursuant to its review of such certificate and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall state the reasons for such disapproval to the Developer immediately. Any such disapproval may be appealed to the City Council.

24. Sale or Disposition of Project Property.

a. City Approval of Purchasing Entity. No sale, transfer or other conveyance of any property in the Redevelopment Area may be made except to any entities included on the pre-approved tenant list attached hereto as Exhibit G (or related entities under common ownership or control with such listed entities) or with the prior written approval of City, which approval will not be unreasonably withheld. The City's right of approval of any transferee shall be in force as long as there are outstanding TIF Obligations associated with Project 1. Without limiting the generality of the foregoing, the City may require that any transferee not included in the pre-approved tenant list (or related entities under common ownership or control with such listed entities) demonstrate to the City's reasonable satisfaction, that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the subject land use and the Redevelopment Plan as a whole. In addition, as a condition precedent to the transfer of any property interest within the boundaries of the Redevelopment Area to any transferee, the Developer shall require the transferee to enter, and shall deliver to City, an agreement between City and such transferee in a form as specified by the City, or upon other terms requested by such transferee and acceptable to the City, obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this

Contract relating to the property. Upon execution of such agreement between the City and transferee, the Developer shall be released from its obligations in this Contract relating to said transferred property. The City shall exercise its right to approve or deny any proposed sale or transfer within sixty (60) days from the date of receipt notice from the Developer. In the event the City fails to act within said sixty (60) days, the proposed sale or other transfer shall be deemed approved.

b. Continuation of Payments in Lieu of Taxes. Subject to the provisions of subsection a. above, the Developer, or any third party, may sell, transfer, convey or otherwise dispose of real property within Redevelopment Area - Project 1. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in Redevelopment Area - Project 1, payments in lieu of taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

c. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to Section 5 hereof, unless earlier satisfied and certified pursuant to Section 17 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Contract.

d. Incorporation. The restrictions set forth above in subsections a. and b. of this Section 24 as well as those set forth in Section 19 and those set forth in Section 29 hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within Redevelopment Area - Project 1 and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project 1.

e. Notification to City of Transfer. The Developer shall notify the City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in Section 33 hereof and shall include a copy of the instrument effecting such sale or other disposition to enable the City to confirm that the requirements set forth above in this Section 24 have been fulfilled.

25. Lease of Project Property.

a. The Developer, or any third party, may lease real property within Redevelopment Area - Project 1. The Developer, or any third party, shall insert in any such lease the following language and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by St. Joseph, Missouri (the "City") and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF

District and/or the City shall require, all in the format prescribed by them.

Developer shall enforce said provision to the maximum extent permitted by law. At least five (5) days prior to its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant, confirming that the lease includes the provisions satisfying the Developer's obligation as set forth in this Section 25. Failure of the Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project 1.

26. Full Assessment.

a. Redevelopment Area - Project 1. After all TIF Obligations and Reimbursable Costs have been paid, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating Redevelopment Area - Project 1, all property in Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and Redevelopment Area - Project 1 shall be owned and operated by Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract.

b. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the Act, the City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended

and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract.

27. Assignment of Developer's Obligations.

a. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment.

b. Without limiting the rights of the Developer or any third party under Section 24.b. hereof, the Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer except upon terms and conditions agreeable to the City. Any proposed transferee shall have the all of the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations of the Developer, and, if the proposed transfer relates to a portion of the Redevelopment Area on which Project Improvements are underway, such obligations to the extent that they relate to such property. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Contract and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Contract is assigned in whole or part and approved as set forth herein, the Developer shall be released from any further obligations set forth herein accruing after the date of such assignment.

28. Transfer of Interests in Developer. Developer shall, prior to the sale, conveyance or other transfer of any interest in Developer (including without limitation any stock if Developer is a corporation or membership interests if Developer is a limited liability company), deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City. Upon submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require the Developer, as a condition precedent to the transfer of any interests in the Developer, to require the transferee to enter into an agreement with City, upon terms acceptable to the City, obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any related party, affiliate or trust, if such transfer does not result in a material change in the controlling interests of Developer.

29. Permitted Uses. The Developer shall take such action as is from time to time necessary to permit only such uses within Redevelopment Area - Project 1 which conform to and are permitted by the Redevelopment Plan or by this Contract.

30. Indemnification.

a. The Developer shall indemnify, protect, defend and hold the City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims,

demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area, Redevelopment Area - Project 1 or a portion thereof and the Project Improvements.

b. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its

counsel to the Developer for payment and, within five (5) business days after such submission, the Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

c. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

d. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon the Developer in order to induce the City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

e. The right to indemnification set forth in this Contract shall survive the termination of this Contract.

31. Breach-Compliance.

a. If the Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits and in the manner for the

completion of Project 1 as therein stated, except for Excusable Delays (as defined in Section 32 hereof), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within thirty (30) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect the City from loss or to ensure that the Redevelopment Plan and Project 1 are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. If any action is instituted by the either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

b. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to

obligations beyond those expressly waived.

c. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

d. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

32. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with Exhibit F hereto, Development Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer which are caused by the action or failure to act of any governmental body, acts of war or civil insurrection, breach of this Contract by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "Excusable Delays"). With the approval of the City, the time of performance

hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. The Developer shall be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in Section 11.b. hereof and except if financing commitments obtained by the Developer and approved by the City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments to be approved by the City in the same manner as provided herein for the initial financing commitments. Notwithstanding the forgoing, in no event shall such Excusable Delays entitle the Developer to a certificate of occupancy for any structure located within Redevelopment Area - Project 1 until a certificate of substantial completion for the Phase I Public Project Improvements has been issued by the City pursuant to the provisions of the Design and Construction Manual (Ordinance No. 3719). In addition, in no event shall such Excusable Delays entitle the Developer to reimbursement for any Reimbursable Project Costs from the Special Allocation Fund until the NID is established and special assessments are imposed and the TDD is established, The TDD Contract is executed by City and TDD, a sales tax at the aggregate rate of 0.625 percent is imposed, and the TDD projects are approved as provided for in Section 6 herein.

33. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

Lisa Robertson
City Attorney
City Hall
1100 Frederick Avenue
St. Joseph, Missouri 64501

Notices to Developer shall be addressed to:

[name]
[company name]
[address]
[city & state]

With a copy to:

TIF CONSULTANT
ADDRESS

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

34. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

35. Effective Date. This Contract shall become effective on the date set forth herein, and shall remain in full force and effect until the completion of all Project 1 Improvements in Project 1 of the Redevelopment Plan, as described herein, and so long as any TIF Obligations or Redevelopment Project Costs remain outstanding and unpaid.

36. Applicability. This Contract shall apply only to Project 1 referred to herein.

37. Recording. Upon full execution by the City and the Developer, this Contract shall be recorded by the City in the Buchanan County Office of the Recorder of Deeds.

38. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

39. Covenant Running With the Land. The provisions of this Contract shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of Section 27.b. hereof, that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

40. Relocation Costs. The City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid. The Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and to hold the City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by the City to be Redevelopment Project Costs. Notwithstanding, the City may assist in administering relocation activity if requested by the Developer.

41. Administrative Costs and Expenses.

a. In order to reimburse the City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and the performance of its obligations under this Contract, the City and the Developer have entered into a funding agreement (“Funding Agreement”). Any of the City’s actual and reasonable administrative costs and expenses which are not covered by the Funding Agreement shall be paid by the Developer within thirty (30) days of having been billed for same and may be claimed by Developer as Redevelopment Project Costs. If payment of said expenses has not been made in full within thirty (30) days of having been billed, a two (2) percent fee will be applied to the unpaid balance as a late penalty. A two (2) percent penalty fee will continue to cumulate monthly thereafter, up to a maximum cumulative penalty of eighteen (18) percent, until payment of all billed expenses and penalties are paid in full.

b. Additional documented professional service costs and other expenses incurred by the City that are found by it to be reasonable and necessary for the City to discharge its duties but not directly attributable to the Redevelopment Plan shall be reimbursed from the Special Allocation Fund. However, in no event shall such reimbursements exceed five (5) percent of the payments in lieu of taxes and economic activity taxes paid into the Special Allocation Fund in any year.

c. Upon the request of the Developer, and at the sole cost of the Developer, the City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this Section 41 which are in its possession, and shall allow the Developer or its representatives an opportunity to audit the accounts and records of the City with regard to such administrative costs and expenses, such audit to be at the sole cost and expense of the Developer and conducted

at such time as is mutually agreeable to the parties, but in no event more frequently than monthly.

42. Validity and Severability. It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of state of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference.

43. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF ST. JOSEPH,
MISSOURI**

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

City Attorney

[COMPANY NAME]

ATTEST:

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

BE IT REMEMBERED, that on this ____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the Mayor of the City of St. Joseph, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

BE IT REMEMBERED, that on this ____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of [company name] a _____, who is personally known to me to be the same person who executed the within instrument on behalf of [company name] and such person duly acknowledged the execution of the same to be the act and deed of [company name]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

Legal Description of Redevelopment Area

EXHIBIT B

Legal Description of Redevelopment Area – Project 1

EXHIBIT C

Legal Description of Redevelopment Area – Project 2

EXHIBIT D

Project Improvements

Private Project Improvements

[general description of improvements]

Phase I Public Project Improvements

Phase II Public Project Improvements

Phase III TIF Public Project Improvements

Phase III TDD Public Project Improvements

EXHIBIT E

Map of Highway Right of Way

EXHIBIT F

Development Schedule

	<u>Commence</u>	<u>Complete</u>
Phase 1		
Acquisition	[date]	[date]
Blight Removal	[date]	[date]
Construction	[date]	[date]

* Developer reserves the right to initiate any activity prior to the date shown.

EXHIBIT G

List of Pre-approved Tenants

EXHIBIT H

Project Budget

Exhibits

- A Legal Description of Redevelopment Area
- B Legal Description of Redevelopment Area – Project 1
- C Legal Description of Redevelopment Area – Project 2
- D Project Improvements
- E Map of Highway Right of Way
- F Development Schedule
- G List of Pre-approved Tenants
- H Project Budget

Table of Contents

	<u>Page</u>
1. Rules of Interpretation.....	2
2. Definitions.....	3
3. Redevelopment Area.....	8
4. Redevelopment Project Areas.....	8
5. Project 1 and Project Improvements.....	8
6. Funding Sources and Uses of Funds.....	9
7. Project Budget and Financing Commitments.....	12
8. Development Schedule.....	13
9. Developer's Duties.....	13
10. City's Duties.....	16
11. Conditions Precedent.....	17
12. Special Provisions.....	20
13. Design Criteria and Review Procedures.....	28
14. Progress Reports.....	30
15. Control of Project.....	31
16. Compliance with Laws.....	31
17. Certificate of Compliance.....	31
18. Payments in Lieu of Taxes.....	33
19. Economic Activity Taxes.....	34
20. Special Allocation Fund.....	36
21. Disbursements From Special Allocation Fund.....	37
22. Payment of Project Costs - Issuance of TIF Obligations.....	38
23. Payment of Project Costs - "As Collected" Basis.....	38
24. Sale or Disposition of Project Property.....	39
25. Lease of Project Property.....	41
26. Full Assessment.....	42
27. Assignment of Developer's Obligations.....	43
28. Transfer of Interests in Developer.....	44
29. Permitted Uses.....	44
30. Indemnification.....	44
31. Breach-Compliance.....	46
32. Excusable Delays.....	48
33. Notice.....	49
34. Modification.....	50
35. Effective Date.....	50
36. Applicability.....	50
37. Recording.....	51
38. Applicable Law.....	51

Table of Contents
(continued)

	<u>Page</u>
39. Covenant Running With the Land	51
40. Relocation Costs	51
41. Administrative Costs and Expenses.....	51
42. Validity and Severability	53
43. Time and Performance are of the Essence.....	53