

INTRODUCED BY: Councilmember Steve McMahon

DATE: February 13, 2023

BILL NO. 9503

ORDINANCE NO. 7223

AMENDED

AN ORDINANCE APPROVING THE ISSUANCE OF TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS IN CONNECTION WITH THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PLAN; PLEDGING AND ASSIGNING CERTAIN REVENUES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City previously issued its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the "Notes"), in the aggregate principal amount of not to exceed \$73,901,661.19, relating to the redevelopment of Redevelopment Project Area 1 as described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "Plan"); and

WHEREAS, the City Council has authorized the formation of The Industrial Development Authority of University City, Missouri (the "Authority") pursuant to Chapter 349 of the Revised Statutes of Missouri; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its residents to refinance the Notes through the issuance by the Authority of its (a) Tax Increment and Improvement District Revenue Bonds (Markets at Olive Project), Series 2023A (the "Series 2023A Bonds") and (b) Subordinate Taxable Tax Increment and Improvement District Revenue Notes (Markets at Olive Project), Series 2023B (the "Series 2023B Notes" and, collectively with the Series 2023A Bonds, the "Bonds") for the purpose of (a) refunding the Notes, (b) funding a debt service reserve fund to secure the Series 2023A Bonds, (c) funding capitalized interest on the Series 2023A Bonds, (d) financing costs of the redevelopment project for Redevelopment Project Area 2 as described in the Plan, and (e) paying the costs of issuance of the Bonds.

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

**Section 1.** All capitalized terms not elsewhere defined herein shall have the meanings set forth in **Section 101** of the hereinafter described Indenture.

**Section 2.** The City hereby approves the execution and delivery of the Trust Indenture in substantially the form attached hereto as **Exhibit A** (the "Indenture") between the Authority and BOKF, N.A., as trustee (the "Trustee") and the sale of the Bonds as follows:

(a) The Series 2023A Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") at the price to be specified in the herein-authorized Purchase Contract (which price may reflect an underwriter's discount not to exceed 2.75%). The Series 2023A Bonds shall bear such dates, shall mature at such times (not later than June 15, 2053) and in the amounts (not to exceed \$55,000,000), shall be in such denominations, shall bear interest at such rates (provided that the interest rate on the Series 2023A Bonds shall not exceed 6.5% per annum), shall be in such forms, shall be subject to redemption (not later than June 15, 2033), shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to the provisions, covenants and agreements, as are set forth in the Indenture.

(b) The Series 2023B Notes shall be sold to U. City, L.L.C., upon the tender and cancellation of any Prior Notes not refunded with the proceeds of the Series 2023A Bonds (the principal amount and accrued interest on such cancelled Prior Notes being the principal amount and purchase price of the Series 2023B Notes). The Series 2023B Notes shall bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to the provisions, covenants and agreements, as are set forth in the Indenture.

**Section 3.** The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the forms presented to and approved by the City Council at this meeting and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

(a) Financing Agreement (the “Financing Agreement”) among the City, the District and the Authority (attached hereto as **Exhibit B**);

(b) Bond Purchase Agreement among the City, the District, the Authority, U. City, L.L.C. and U. City TIF Corporation (collectively, the “Developer”) and the Underwriter (the “Purchase Contract”) (attached hereto as **Exhibit C**); and

(c) Continuing Disclosure Agreement between the City and BOKF, N.A., as dissemination agent (attached hereto as **Exhibit D**).

(d) Tax Compliance Agreement, in a form prepared by Gilmore & Bell, P.C., approved by the City Attorney and the City Manager, and consistent with the form of tax compliance agreement generally used for tax-exempt tax increment financing municipal obligations.

**Section 4.** The City is hereby authorized to enter into and the City Manager and the City Clerk are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed where appropriate to attest, for and on behalf of and as the act and deed of the City, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 5.** The City hereby approves (a) the Preliminary Official Statement respecting the Bonds (the “Preliminary Official Statement”) in substantially the form presented to and reviewed by the City Council at this meeting and attached hereto as **Exhibit E** and (b) the final Official Statement respecting the Bonds in substantially the form of the Preliminary Official Statement with such changes and additions thereto as are necessary to conform to and describe the transaction. The public distribution of the same by the Underwriter is hereby approved for use in connection with the sale of the Bonds. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information contained in the Preliminary Official Statement under the captions “INTRODUCTION – The City,” “THE CITY” and ABSENCE OF LITIGATION – The City” to be “final” as of its date. The City Manager is hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officer in his reasonable judgment deems necessary to enable the Underwriter to comply with the requirements of such Rule. The City Manager is hereby authorized and directed to execute and deliver the Official Statement for and on behalf of and as the act and deed of the City.

**Section 6.** The City hereby approves and consents to the designation of BOKF, N.A. as Trustee, Paying Agent and Registrar under the Indenture.

**Section 7.** The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, with such changes therein as shall be approved by City officials signing the same, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

**Section 8.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City has or would have enacted the valid sections without the void ones; or (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.


**Section 9.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED and ADOPTED THIS 13<sup>th</sup> DAY OF March, 2023.**

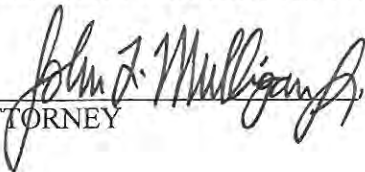
  
\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**  
**TRUST INDENTURE**

[On file in the office of the City Clerk]

**Gilmore & Bell, P.C.**  
**Draft – March 9, 2023**

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**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI**

**and**

**BOKF, N.A.,  
as Trustee**

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**TRUST INDENTURE**

**Dated as of April 1, 2023**

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**Relating to:**

**The Industrial Development Authority of University City, Missouri**

**[\$[\*Principal Amount A\*]  
Tax Increment and Special District Revenue Bonds  
(Markets at Olive Project)  
Series 2023A**

**Not to Exceed \$[\*Principal Amount B\*]  
Subordinate Taxable  
Tax Increment and Special District Revenue Notes  
(Markets at Olive Project)  
Series 2023B**

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**TRUST INDENTURE**

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Exhibit A-1 – Form of Series 2023A Bonds

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Exhibit C – Purchaser’s Letter of Representations

Exhibit D – Minimum Cumulative Redemption Schedule and Maximum Priority Bond Redemption Schedule



## TRUST INDENTURE

**THIS TRUST INDENTURE** (this “Indenture”), made and entered into as of April 1, 2023, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*Authority*”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “*Trustee*”);

### RECITALS:

**1.** The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “*Act*”) to issue bonds for the purpose of paying all or part of the cost of any “project,” as defined in the Act.

**2.** The City of University City, Missouri (the “*City*”), is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “*TIF Act*”), to implement redevelopment projects and to provide for the costs thereof.

**3.** In accordance with the requirements of the TIF Act, on June 10, 2019, the City Council of the City adopted:

**A.** Ordinance No. 7104 approving the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the “*Redevelopment Plan*”) and designating the “*Redevelopment Area*” described therein as a redevelopment area under the TIF Act;

**B.** Ordinance No. 7105 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 1*” (the “*RPA 1 Redevelopment Project*”), which includes the development of the retail area now known as the “*Markets at Olive*”;

**C.** Ordinance No. 7106 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 2*” (the “*RPA 2 Redevelopment Project*”), which includes various programs and activities intended to promote and conserve residential uses within RPA 2;

**D.** Ordinance No. 7107 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 3*” (the “*RPA 3 Redevelopment Project*”), which includes various programs and activities intended to promote and conserve commercial uses within RPA 3; and

**E.** Ordinance No. 7108 approving (1) a Redevelopment Agreement relating to the RPA 1 Redevelopment Project among the City, U. City, L.L.C. and U. City TIF Corporation (U. City, L.L.C. and U. City TIF Corporation are collectively referred to herein as the “*Developer*”) and (2) a District Project Agreement relating to the use of a community improvement district within RPA 1 among the City, the Developer and the below-defined District. The Redevelopment Agreement approved by Ordinance No. 7108 was executed as of June 13, 2019

(the “*Original Redevelopment Agreement*” and as subsequently amended by the herein-defined First Amendment to Redevelopment Agreement and Second Amendment to Redevelopment Agreement, the “*Redevelopment Agreement*”). The District Project Agreement approved by Ordinance No. 7108 was executed as of August 21, 2020 (the “*Original District Project Agreement*”).

**4.** On May 26, 2020, the City Council of the City adopted Ordinance No. 7126 approving a First Amendment to Redevelopment Agreement, which was executed as of June 29, 2020 (the “*First Amendment to Redevelopment Agreement*”).

**5.** On August 10, 2020, the City Council of the City adopted Ordinance No. 7131 approving a petition for the creation of The Markets at Olive Community Improvement District (the “*District*”) in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “*CID Act*”).

**6.** On March 15, 2021 and November 8, 2021, the City Council of the City adopted Ordinance Nos. 7147 and 7166, respectively, approving a Trust Indenture and First Supplemental Indenture between the City and BOKF, N.A., pursuant to which the City issued its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B (the “*City TIF Notes*”), in the aggregate principal amount of not to exceed \$73,901,661.19.

**7.** On June 14, 2021 and November 28, 2022, the City Council of the City adopted Ordinance Nos. 7153 and 7208, respectively, approving expansions to the District’s boundaries.

**8.** On March \_\_, 2023, the Board of Directors of the District adopted Resolution No. \_\_\_\_ (the “*District Bond Resolution*”) (a) approving an Amended and Restated District Project Agreement (the “*District Project Agreement*”) among the City, the Developer and the District, (b) approving a Financing Agreement (the “*Financing Agreement*”) among the Authority, the City and the District relating to the herein-defined Bonds, (c) approving other documents related to the Bonds, and (d) approving the form of this Indenture and authorizing the issuance of the Bonds.

**9.** On March \_\_, 2023, the City Council of the City adopted:

**A.** Ordinance No. \_\_\_\_ approving the District Project Agreement and a Second Amendment to Redevelopment Agreement (the “*Second Amendment to Redevelopment Agreement*”) between the City and the Developer to further amend the Original Redevelopment Agreement, as previously amended by the First Amendment to Redevelopment Agreement; and

**B.** Ordinance No. \_\_\_\_ (the “*City Bond Ordinance*”) (a) approving the Financing Agreement, (b) approving other documents related to the Bonds, and (c) approving the form of this Indenture and authorizing the issuance of the Bonds.

**10.** On March \_\_, 2023, the Board of Directors of the Authority adopted Resolution No. \_\_\_\_ (the “*Authority Bond Resolution*”) (a) approving this Indenture, the Financing Agreement and other documents related to the Bonds and (b) authorizing the issuance of the Bonds, consisting of (i) Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “*Series 2023A Bonds*”) and (ii) Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the “*Subordinate Notes*”), for the purpose of (A) refunding the City TIF Notes, (B) funding a debt service reserve fund to secure the Series 2023A Bonds, (C) funding capitalized interest on the Series 2023A Bonds, (D) financing additional costs of the RPA 1 Redevelopment Project

and the RPA 2 Redevelopment Project, and (E) paying the costs of issuance of the Series 2023A Bonds and the Subordinate Notes.

**11.** Pursuant to the Authority Bond Resolution, the Authority is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

**12.** All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Authority, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

**NOW THEREFORE, THIS INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the Authority, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Authority in the Financing Agreement (including, but not limited to, the right to enforce any of the terms thereof) and in the Net Revenues (as defined herein) pledged to the Authority by the City and the District (excluding the Unassigned Authority's Rights); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Code, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

**IN TRUST NEVERTHELESS**, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, except as herein otherwise expressly provided;

**PROVIDED, NEVERTHELESS**, and these presents are upon the express condition, that if the Authority or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

## **ARTICLE I**

### **DEFINITIONS; RULES OF CONSTRUCTION**

**Section 101. Definitions of Words and Terms.** In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

**“Act”** means the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri, as amended.

**“Additional Bonds”** means any Additional Bonds issued pursuant to **Section 209**.

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

**“Authority”** means The Industrial Development Authority of University City, Missouri, its successors and assigns.

**“Authority Bond Resolution”** shall have the meaning set forth in the recitals of this Indenture.

**“Authorized Authority Representative”** means the President of the Authority or any person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Authority Representative.

**“Authorized City Representative”** means the City Manager or any person from time to time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by the City Manager.

Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

**“Authorized Denominations”** means (a) with respect to the Series 2023A Bonds, \$5,000 or any integral multiple thereof, (b) with respect to the Subordinate Notes, \$0.01 or any integral multiple thereof and (c) with respect to any Additional Bonds, \$5,000 or any integral multiple thereof, or such other Authorized Denomination specified in the Supplemental Indenture authorizing such Additional Bonds.

**“Authorized District Representative”** means the District’s Chair or Secretary or any person from time to time designated to act on behalf of the District as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the District by its Chair. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized District Representative.

**“Bond”** or **“Bonds”** means, collectively, the Priority Bonds and the Subordinate Notes.

**“Bond Counsel”** means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the Authority and acceptable to the Trustee.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the applicable corporate trust office of the Trustee is located are required or authorized by law to close.

**“Certificate of Reimbursable Redevelopment Project Costs”** shall have the meaning set forth in the Redevelopment Agreement.

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

**“CID Funding Percentage”** means (a) initially, \_\_\_% or (b) such higher percentage as is specified in a certificate executed by the District and accompanied by an opinion of counsel to the District and addressed to the City, the Trustee, the District and the Authority, stating the percentage of Reimbursable Redevelopment Project Costs that may be funded by the District under State law.

**“CID Portion of District Sales Tax Revenues”** means the District Sales Tax Revenues, less (1) the TIF Portion of District Sales Tax Revenues, which shall be deposited into the District Revenues Account of the Revenue Fund pursuant to **Section 402(b)**, (2) any District Sales Tax Revenues described in the South Anchor Parcel Development Agreement that will be used to reimburse the applicable Sub-Developer for costs associated with a portion of the District Project and (3) District Expenses. For avoidance of doubt, after June 9, 2042 (i.e., the expiration of tax increment financing in RPA 1), there will be no further TIF Portion of District Sales Tax Revenues.

**“City”** means the City of University City, Missouri, an incorporated political subdivision of the State.

**“City Bond Ordinance”** shall have the meaning set forth in the recitals of this Indenture.

**“City TIF Notes”** means the City’s Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B, outstanding in the aggregate amount of principal and unpaid interest of \$\_\_\_\_\_.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement dated as of April 1, 2023, by and among the City, the District and BOKF, N.A., as dissemination agent, as may be amended from time to time.

**“Debt Service Fund”** means the fund by that name created in **Section 401**.

**“Debt Service Requirements”** means, for any period of time for which calculated, the aggregate payments of Net Revenues made to date and to be made during such period in respect of principal of (whether at maturity or otherwise) and interest on the Bonds, provided that such payments are excluded from Debt Service Requirements to the extent that cash or Investment Securities are on deposit in an irrevocable escrow or trust account and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay principal of and interest on the Bonds and are sufficient to pay such principal or interest.

**“Debt Service Reserve Fund”** means the fund by that name created in **Section 401**.

**“Debt Service Reserve Requirement”** means (a) with respect to the Series 2023A Bonds, the sum of \$\_\_\_\_\_ and (b) with respect to any series of Additional Bonds, the amount specified in the Supplemental Indenture authorizing such Additional Bonds, which shall not be greater than the least of (1) 10% of the stated principal amount of such series of Additional Bonds, (2) the maximum annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date), or (3) 125% of the average annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date).

**“Developer”** means, collectively, U. City, L.L.C. and U. City TIF Corporation and any successors or assigns thereto.

**“District”** means The Markets at Olive Community Improvement District.

**“District Bond Resolution”** shall have the meaning set forth in the recitals of this Indenture.

**“District Expenses”** means the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and the District Project Agreement, which, for calendar year 2019 shall equal \$12,000 and, for each subsequent year, shall equal the preceding year’s District Expenses increased by 3% (unless a lesser amount is requested by the District). (For certainty, the District Expenses for calendar year 2023 shall equal \$13,506.11.)

**“District Project”** shall have the meaning set forth in the District Project Agreement.

**“District Project Agreement”** means the Amended and Restated District Project Agreement dated as of April 1, 2023 among the City, the District and the Developer, as may be amended from time to time.

**“District Sales Tax”** means the community improvement sales and use tax authorized by Section 67.1545 of the CID Act and imposed by the District at the rate of one percent (1%).

**“District Sales Tax Revenues”** means the revenues from the District Sales Tax actually received by the District from the Missouri Department of Revenue.

**“Economic Activity Taxes”** shall have the meaning assigned to such term in Section 99.805 of the TIF Act, but not including any license, tax or fee exempted from tax increment financing by State law.

**“Event of Default”** means any event or occurrence as defined in **Section 701**.

**“Extraordinary Expense Fund”** means the fund by that name created in **Section 401**.

**“Financing Agreement”** means the Financing Agreement dated as of April 1, 2023, by and among the Authority, the City and the District, as amended from time to time in accordance with the terms hereof.

**“Fiscal Year”** means the fiscal year adopted by the City for accounting purposes, which as of the execution of this Indenture commences on April 1 and ends on March 31.

**“Government Securities”** means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

**“Immediate Notice”** means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail postage prepaid to such addressees.

**“Indenture”** means this Trust Indenture dated as of April 1, 2023, by and between the Authority and the Trustee, as amended from time to time in accordance with the terms hereof.

**“Interest Payment Date”** means any date on which the principal of or interest on any Bonds is payable.

**“Investment Securities”** means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the

principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Authority;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) or (b), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities.

**“Lender”** means any banking institution designated by the Developer, and its successors and assigns.

**“Maximum Priority Bond Redemption Schedule”** means the schedule of cumulative redemption amounts of the Series 2023A Bonds attached as **Exhibit D**.

**“Minimum Cumulative Redemption Schedule”** means (a) with respect to the Series 2023A Bonds, the schedule of Minimum Cumulative Redemption Targets for the Series 2023A Bonds attached as **Exhibit D**, and (b) with respect to any Additional Bonds, the schedule of Minimum Cumulative Redemption Targets attached to the Supplemental Indenture related to such Additional Bonds.

**“Minimum Cumulative Redemption Target”** means the cumulative redemption amount of the Series 2023A Bonds or any Additional Bonds, as applicable, as of a specific Interest Payment Date as shown on the Minimum Cumulative Redemption Schedule.

**“Monitor”** shall have the meaning ascribed thereto in **Section 801(r)**.

**“Net Revenues”** means, collectively:

(a) all moneys deposited into the PILOTS Subaccount of the Special Allocation Fund (including investment earnings thereon);

(b) subject to annual appropriation by the City, all moneys deposited or deemed to be deposited into the EATS Subaccount of the Special Allocation Fund (including, without limitation, 50% of incremental Economic Activity Taxes generated in RPA 1, including the TIF Portion of District Sales Tax Revenues, and interest earnings thereon, but excluding any Economic Activity Taxes declared as surplus pursuant to **Section 6.3(a)(1)** of the Redevelopment Agreement);

(c) subject to annual appropriation by the District, the CID Portion of District Sales Tax Revenues; and



(d) monies in any other fund of the City or the District that have been appropriated to the repayment of the Bonds.

Net Revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (2) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum until such suit or claim is resolved in favor of the City or the District, as applicable and (3) costs of enforcing the assessment of real property and improvements within RPA 1 and the payment and collection of Payments in Lieu of Taxes, Economic Activity Taxes and District Sales Tax Revenues.

**“Opinion of Counsel”** means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) Bond Counsel or counsel to the Authority, the City, the District, the Developer, the Owners or the Trustee, and who is acceptable to the Trustee.

**“Outstanding”** means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds which are deemed to have been paid in accordance with **Section 902**;

(c) Bonds alleged to have been mutilated, destroyed, lost or stolen for which indemnity has been received as provided in **Section 206**; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** means the Person in whose name any Bond is registered on the Register.

**“Parcel Development Agreement”** shall have the meaning set forth in the Redevelopment Agreement and shall include, without limitation, the South Anchor Parcel Development Agreement.

**“Paying Agent”** means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

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

**“Person”** means any natural person, firm, partnership, association, corporation, limited liability company or public body.

**“Pledged Revenues”** means all Net Revenues and all moneys held in the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund under this Indenture, together with investment earnings thereon, as further set forth in **Section 402**.

**“Priority Bonds”** means the Series 2023A Bonds and any Additional Bonds.

**“Project Fund”** means the fund by that name created in **Section 401**.

**“Purchaser”** means (a) with respect to the Series 2023A Bonds, Stifel, Nicolaus & Company, Incorporated, (b) with respect to the Subordinate Notes, U. City, L.L.C. and (c) with respect to any Additional Bonds, the purchaser thereof named in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

**“Rebate Fund”** means the fund by that name created in **Section 401**.

**“Record Date”** for the interest payable on any Interest Payment Date means the first calendar day, whether or not a Business Day, of the month during which an Interest Payment Date occurs.

**“Redevelopment Agreement”** means the Redevelopment Agreement dated as of June 13, 2019, between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement dated as of June 29, 2020 and the Second Amendment to Redevelopment Agreement dated as of April 1, 2023, and as may be further amended from time to time in accordance with its terms.

**“Redevelopment Area”** has the meaning set forth in the recitals hereto.

**“Redevelopment Plan”** means the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019, as may be amended from time to time.

**“Reimbursable Redevelopment Project Costs”** shall have the meaning set forth in the Redevelopment Agreement.

**“Register”** means the registration books of the Authority kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

**“Registrar”** means the Trustee when acting as such under this Indenture.

**“Related Party”** means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer

**“Revenue Fund”** means the fund by that name created in **Section 401**.

**“RPA 1”** means the portion of the Redevelopment Area described in the Redevelopment Plan as RPA 1 and generally consisting of the Markets at Olive retail/commercial area.

**“RPA 1 Redevelopment Project”** has the meaning set forth in the recitals hereto.

**“RPA 2/3 Annual Retainage Amount”** shall have the meaning set forth in the Redevelopment Agreement.

**“Series 2023A Bonds”** means the Authority’s Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, in the aggregate original principal amount of \$[\*Principal Amount A\*].

**“South Anchor Parcel Development Agreement”** means a Parcel Development Agreement that may be entered into among the City, the District, the Developer and a Sub-Developer (a) relating to the development of an approximately 65,000 square foot grocery anchor and other commercial uses on approximately seven acres of property located within RPA 1 and south of Olive Boulevard, and (b) providing that District Sales Tax Revenues less the TIF Portion of District Sales Tax Revenues may be used to (i) reimburse the Sub-Developer for costs of a portion of the District Project or (ii) pay debt service on notes, bonds or other obligations issued to finance the applicable portion of the District Project, in an amount not to exceed \$2,600,000 plus the costs of issuing such notes, bonds or other obligations.

**“Special Allocation Fund”** means the RPA 1 Account of the “Olive Boulevard Commercial Corridor and Residential Conservation Area Special Allocation Fund,” created in accordance with Section 99.845 of the TIF Act and the TIF Ordinance, and within such account, a PILOTs Subaccount and an EATs Subaccount.

**“State”** means the State of Missouri.

**“Sub-Developer”** shall have the meaning set forth in the Redevelopment Agreement.

**“Subordinate Notes”** means the Authority’s Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B, in the aggregate original principal amount of \$[\*Principal Amount B\*].

**“Supplemental Financing Agreement”** means any financing agreement supplemental or amendatory to the Financing Agreement entered into by the Authority, the City and the District pursuant to **Article X**.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to **Article X**.

**“Tax-Exempt Bonds”** means the Series 2023A Bonds and any other Bonds issued under this Indenture, the interest on which is excludable from gross income of the Owners thereof for federal and State income tax purposes.

**“Tax Compliance Agreement”** means the Tax Compliance Agreement executed by the City, the District, the Authority and the Trustee in connection with the issuance of the Tax-Exempt Bonds, as amended from time to time in accordance with the terms thereof.

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

**“TIF Ordinance”** means Ordinance No. 7105 of the City adopted on June 10, 2019, authorizing the adoption of tax increment financing within RPA 1.

**“TIF Portion of District Sales Tax Revenues”** means 50% of the District Sales Tax Revenues, to the extent tax increment financing remains in effect within the District, which shall be deposited into the EATs Account of the Revenue Fund pursuant to **Section 402(b)**.

**“Trust Estate”** means the Trust Estate described in the granting clauses of this Indenture.

“**Trustee**” means BOKF, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“**Unassigned Authority’s Rights**” means the Authority’s rights to payment of its fees and expenses, to be indemnified in certain events (including legal fees incurred in the defense of any litigation involving the Bonds, any rebate obligations, fines and penalties owed), to receive notices, reports and other statements, and to consent to certain matters, including, but not limited to, any Supplemental Financing Agreements or Supplemental Indentures.

## **Section 102. Rules of Construction.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) 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.

(f) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(g) All references in this Indenture to designated “articles,” “sections” and other subdivisions are, unless otherwise specified, to the designated articles, sections and subdivisions of this Indenture as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular article, section or subdivision.

## ARTICLE II

### THE BONDS

#### Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

(b) *Title of Bonds.* The Series 2023A Bonds authorized to be issued under this Indenture shall be designated “Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A.” The Subordinate Notes authorized to be issued under this Indenture shall be designated “Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B.” The designation of any Additional Bonds shall be provided in the Supplemental Indenture pursuant to which the Additional Bonds are issued.

(c) *Form of Bonds.* The Series 2023A Bonds and the Subordinate Notes shall be substantially in the forms set forth in **Exhibit A-1** and **Exhibit A-2** attached hereto, respectively, and any Additional Bonds shall be in the forms specified in the Supplemental Indenture under which any Additional Bonds are issued, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or a Supplemental Indenture, as applicable, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Bonds shall be issuable as fully-registered bonds in Authorized Denominations.

(e) *Numbering.* Unless the Authority directs otherwise, the Bonds of each series shall be numbered from R-1 upward.

(f) *Dating.*

(1) The Series 2023A Bonds shall be dated as of the date of initial issuance and delivery thereof.

(2) The Subordinate Notes shall be dated as provided in **Section 203(c)**, as evidenced by the Trustee’s signature on **Schedule A** to the Subordinate Notes.

(3) Each series of Additional Bonds shall be dated as of the date specified in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds.

(g) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Register as of the commencement of business of the Trustee on the Record Date for such Interest Payment Date, or (2) by electronic transfer to such Owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank, ABA routing number, account name and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

**Section 202. Nature of Obligations.**

(a) The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture.

(b) The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the City nor the District shall, in any event, be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City, the District or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

(d) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, AND (2) THE OBLIGATION OF THE DISTRICT TO TRANSFER NET REVENUES CONSISTING OF THE CID PORTION OF DISTRICT SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

**Section 203. Execution, Authentication and Delivery of Bonds.**

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President or Vice President of the Authority and attested by the manual or facsimile signature of the Secretary or any Assistant Secretary of the Board of Directors of the Authority, and shall have the corporate seal of the Authority affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A-1** and **Exhibit A-2** attached hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized

signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

(c) Notwithstanding anything to the contrary contained herein, the Trustee shall endorse **Schedule A** of the Subordinate Notes in an amount equal to the unpaid principal amount of and accrued interest on the City TIF Notes following the payment described in **Section 404(a)**. In accordance with the Redevelopment Agreement, the City may, thereafter, submit approved or deemed approved Certificates of Reimbursable Redevelopment Project Cost to the Trustee. The Trustee shall not act upon any Certificate of Reimbursable Redevelopment Project Cost unless it is accompanied by a certificate of the District showing a recalculation of the CID Funding Percentage and the opinion referenced in the definition thereof, which recalculated CID Funding Percentage may in no event be less than the then-current CID Funding Percentage. Upon the submission to the Trustee by the City of each Certificate of Reimbursable Redevelopment Project Costs and the CID Funding Percentage certificate and opinion, the Trustee shall (1) endorse **Schedule A** of the Subordinate Notes to evidence an increase in the aggregate principal amount equal to such Certificate of Reimbursable Redevelopment Project Costs and (2) send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner of the Subordinate Notes, the City, the District and the Developer. The date of registration or endorsement of the Subordinate Notes shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs. The Trustee may rely upon any Certificate of Reimbursable Redevelopment Projects Costs received from the City.

#### **Section 204. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Subordinate Notes may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached hereto as Exhibit C.** Subject to the limitations of the preceding sentence, any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same series and maturity and of any Authorized Denomination.

(c) Any Bond, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same series and maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Authority or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the

cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Authority and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Authority or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Bonds.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Authority or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 205. Description of Bonds.**

(a) The Series 2023A Bonds in the aggregate original principal amount of \$[\*Principal Amount A\*] and the Subordinate Notes in the aggregate original principal amount of up to \$[\*Principal Amount B\*] shall be issued and secured by this Indenture.

(b) The Bonds shall become due and bear interest as follows:

(1) The Series 2023A Bonds shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III**, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 in each year, beginning on June 15, 2023:

<u>Maturity</u> <u>(June 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
20__		
20__		
2042		

(2) The Subordinate Notes shall become due on June 15, 2042, subject to redemption and payment prior to their maturity as provided in **Article III**, and shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate equal to 8.00%, payable on June 15 and December 15 of each year, beginning on June 15, 2023. Interest on any Subordinate Notes that accrues but remains unpaid on any Interest Payment Date shall be compounded semi-annually at the same rate of interest.

(3) The Additional Bonds shall become due and bear interest as described in the Supplemental Indenture authorizing the issuance of the Additional Bonds.



(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(d) The Series 2023A Bonds shall be executed substantially in the form and manner set forth in **Exhibit A-1** attached hereto and delivered to the Trustee for authentication. The Subordinate Notes shall be executed substantially in the form and manner set forth in **Exhibit A-2** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2023A Bonds and the Subordinate Notes by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Authority Bond Resolution, certified by the Secretary or Assistant Secretary of the Board of Directors of the Authority, approving the issuance of the Series 2023A Bonds and the Subordinate Notes and authorizing the execution of this Indenture, the Financing Agreement and the Tax Compliance Agreement.

(2) A copy of the City Bond Ordinance, certified by the City Clerk, approving the issuance of the Series 2023A Bonds and the Subordinate Notes pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(3) A copy of the District Bond Resolution, certified by the District's secretary, authorizing the issuance of the Series 2023A Bonds and the Subordinate Notes pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(4) Copies of this Indenture, the Financing Agreement, the District Project Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(5) An opinion of Bond Counsel to the effect that the Series 2023A Bonds and the Subordinate Notes constitute valid and legally binding obligations of the Authority and that the interest on the Series 2023A Bonds is excludable from gross income of the Owners thereof for federal and State income tax purposes.

(6) An opinion of Bond Counsel to the effect that the Series 2023A Bonds and the Subordinate Notes are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(7) A request and authorization to the Trustee executed by the Authority to authenticate the Series 2023A Bonds and the Subordinate Notes and (A) deliver the Series 2023A Bonds to or upon the order of the Purchaser thereof upon payment to the Trustee, for the account of the Authority, of the purchase price thereof and (B) deliver the Subordinate Notes to or upon the order of the Developer upon tender to the Trustee for cancellation of the City TIF Notes not refunded with the proceeds of the Series 2023A Bonds. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Purchaser or purchasers, as applicable, and the amount of the purchase price of the Series 2023A Bonds.

(8) Cancelled City TIF Notes.

(9) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Series 2023A Bonds and Subordinate Notes have been executed and authenticated as required by this Indenture, the Trustee shall (1) deliver the Series 2023A Bonds to or upon the order of the Purchaser thereof but only upon payment to the Trustee of the purchase price thereof and (2) deliver the Subordinate Notes to or upon the order of the Purchaser thereof in consideration of the tender and cancellation of the City TIF Notes.

**Section 206. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Authority and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 207. Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Bonds so canceled, and shall file an executed counterpart of such certificate with the Authority.

**Section 208. Securities Depository.**

(a) For purposes of this Section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Priority Bond, the Person in whose name such Priority Bond is recorded as the beneficial owner of such Priority Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Priority Bonds.

“Participant” shall mean any broker-dealer, bank or other financial institution for which the Securities Depository holds Priority Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the Authority and the Trustee to the Securities Depository with respect to the Priority Bonds.

“Securities Depository” shall mean The Depository Trust Company, New York, New York.

(b) The Priority Bonds shall be initially issued as one single authenticated fully-registered bond for each maturity of the Priority Bonds. Upon initial issuance, the ownership of such Priority Bonds shall be registered in the Register of the Authority kept by the Trustee in the name of Cede & Co., as nominee of the Securities Depository. The Trustee and the Authority may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Priority Bonds registered in its name for the purposes of payment of the principal of or interest on the Priority Bonds, giving any notice permitted or required to be given to Owners of Priority Bonds under this Indenture, registering the transfer of Priority Bonds, and for all other purposes whatsoever; and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Priority Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Register kept by the Trustee as being an Owner of any Priority Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal of or interest on the Priority Bonds, with respect to any notice which is permitted or required to be given to Owners of Priority Bonds under this Indenture or with respect to any consent given or other action taken by the Securities Depository as Owner of the Priority Bonds. The Trustee shall pay all principal of and interest on the Priority Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal of and interest on the Priority Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository or the Trustee as the Securities Depository's "FAST" Agent shall receive an authenticated Priority Bond evidencing the obligation of the Authority to make payments of principal and interest. Upon delivery by the Securities Depository to the Trustee of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Priority Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event Participants holding a majority position in the Priority Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, such Participants may notify the Securities Depository and the Trustee, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of bond certificates. In such event, the Priority Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Priority Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Priority Bonds will be transferable in accordance with paragraph (e) hereof. The Trustee may conclusively rely on information from the Securities Depository or any Participant as to the principal amount held by and the names and addresses of the Beneficial Owners of the Priority Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Priority Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal of and interest on such Priority Bond and all notices with respect to such Priority Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) In the event that any transfer or exchange of Priority Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owners thereof of the Priority Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Priority Bonds, or other securities depository as holder of all the Priority Bonds, the

provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such bonds and the method of payment of principal of and interest on such bonds.

**Section 209. Additional Bonds.**

(a) Additional Bonds may only be issued under this Indenture upon compliance with the conditions set forth in this Section to refund any of the Bonds, including, without limitation, the Subordinate Notes.

(b) Before any Additional Bonds are issued under the provisions of this Section, the Authority shall adopt a resolution (1) authorizing the issuance of Additional Bonds and fixing the principal amount thereof, (2) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing the Additional Bonds and establishing the terms and provisions of the series of Additional Bonds, including securing the Additional Bonds with reserve funds or other credit enhancement that does not secure other Bonds Outstanding, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the Owners of the Bonds previously issued.

(c) The Additional Bonds shall have the same general title as the Series 2023A Bonds, except for an identifying series letter or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III**), all as provided by the Supplemental Indenture authorizing the issuance of the Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, the Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2023A Bonds, and any other Additional Bonds issued on a parity with the Series 2023A Bonds, upon compliance with the terms of this Section.

(d) The Additional Bonds shall be executed in the manner set forth in **Section 203** and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) A copy, certified by the Secretary of the Authority's Board of Directors, of the resolution adopted by the Board of Directors authorizing the issuance of the Additional Bonds and the execution of the Supplemental Indenture and supplements to any other documents as may be necessary.

(2) An executed counterpart of the Supplemental Indenture, executed by the Authority and the Trustee, authorizing the issuance of the Additional Bonds, specifying the terms thereof, and providing for the disposition of the proceeds of such bonds.

(3) A copy of the ordinance of the City, certified by the City Clerk, requesting the issuance of the Additional Bonds pursuant to the Supplemental Indenture.

(4) A copy of the resolution of the District, certified by the Secretary of its Board of Directors, requesting the issuance of the Additional Bonds pursuant to the Supplemental Indenture.

(5) A certificate of the Authority stating that no Event of Default under this Indenture has occurred and is continuing and that no event has occurred and is continuing which, with the lapse of time or giving of notice, or both, would constitute an Event of Default.

(6) A request and authorization to the Trustee executed by the Authority to authenticate the Additional Bonds and deliver the Additional Bonds to or upon the order of the purchasers therein identified upon payment, for the account of the Authority, of the purchase price thereof. The Trustee may rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(7) An opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met, that such Additional Bonds constitute valid and legally binding obligations of the Authority, and the issuance of such Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming includable in gross income for purposes of federal income taxation.

(8) Such other certificates, statements, opinions, receipts and documents required by the Supplemental Indenture or as the Authority or the Trustee reasonably requires for the delivery of the Additional Bonds.

(e) When the documents specified in (d) above have been filed with the Trustee, the terms specified in (f) below have been complied with, and the Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of the Additional Bonds. The proceeds of the sale of the Additional Bonds, including accrued interest and premium thereon, if any, paid over to the Trustee shall be deposited and applied by the Trustee as provided in **Article IV** and in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

(f) No Additional Bonds shall be issued unless:

(1) the Purchaser of the Series 2023A Bonds and the Purchaser of the Additional Bonds receive:

(i) a certificate of the Trustee confirming that, as of the date of issuance of the Additional Bonds, the cumulative redemptions of the Series 2023A Bonds have been equal to or have exceeded the “Minimum Cumulative Redemption Target” amount shown on **Exhibit D** for the most recent Payment Date and, if other Priority Bonds are Outstanding, that the cumulative redemptions of all Priority Bonds then Outstanding are not less than the required cumulative redemptions for the other Outstanding Priority Bonds, as set forth in the Supplemental Indentures authorizing the issuance of the other Outstanding Priority Bonds; and

(ii) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (based on 100% of the revenue projections prepared by a planning consultant reasonably acceptable to the Authority, the Purchaser of the Series 2023A Bonds and, if applicable, the Purchaser of any other Outstanding Priority Bonds) are expected to permit the final redemption of the Series 2023A Bonds and any other Outstanding Priority Bonds on or before the date shown for the “Minimum Cumulative Redemption Target” on **Exhibit D** and, if applicable, the date shown for the “Minimum

Cumulative Redemption Target” on an exhibit to the Supplemental Indenture relating to other Outstanding Priority Bonds; and

(iii) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (based on \_\_\_% of the revenue projections prepared by a planning consultant reasonably acceptable to the Authority, the Purchaser of the Series 2023A Bonds and, if applicable, the Purchaser of any other Outstanding Priority Bonds) are expected to permit the redemption of the Series 2023A Bonds and any other Outstanding Priority Bonds on or before the final maturity date thereof.

For purposes of the foregoing: (1) Net Revenues may only include revenues from end users that are open for business or are under contract through a sale, lease or other agreement as of the date of the revenue projections, and (2) the revenue projections may take into account the use of the Debt Service Reserve Fund for the final payment of any Outstanding Priority Bonds.

(2) the Debt Service Reserve Fund is fully funded in the amount of the Debt Service Reserve Requirement; and

(3) the terms for any Additional Bonds (A) provide that the Interest Payment Dates on such Additional Bonds are the same as the Series 2023A Bonds (except that the maturity dates of any of the Additional Bonds may extend beyond the maturity dates of the Series 2023A Bonds) and (B) do not permit the redemption or maturity of the Additional Bonds until all remaining Series 2023A Bonds are redeemed or defeased pursuant to **Section 902**.

(g) Except as provided in this Section, the Authority will not otherwise issue any Additional Bonds or other obligations on a parity with the Series 2023A Bonds.

### **ARTICLE III**

#### **REDEMPTION OF BONDS**

**Section 301. Redemption of Bonds Generally.** The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds issued pursuant to **Section 209** shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and **Article II** and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

**Section 302. Redemption of Bonds.**

(a) *Optional Redemption.*

(1) The Series 2023A Bonds [\*with stated maturities of June 15, 20\_\_ and June 15, 2042\*] are subject to optional redemption by the Authority at the written direction of the City on and after June 15, 2033, in whole or in part at any time, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(2) The Subordinate Notes are subject to optional redemption by the Authority at the written direction of the City in whole or in part at any time on or after May 1, 2031, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.*

(1) The Series 2023A Bonds are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after June 15, 2024, in order of maturity, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Series 2023A Bonds previously called for redemption pursuant to **Section 302(a)(1)**) that is on deposit in the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day). Notwithstanding anything to the contrary contained herein, no redemptions above the applicable amount shown on the Maximum Priority Bond Redemption Schedule will be permitted by this paragraph unless the Subordinate Notes are no longer Outstanding.

(2) The Series 2023A Bonds are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the Revenue Fund, the Series 2023A Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Series 2023A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

(3) The Subordinate Notes are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after June 15, 2024, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Subordinate Notes previously called for redemption pursuant to **Section 302(a)(2)**) that is on deposit in the Subordinate Notes Subaccount of the Redemption Account of the Debt Service Fund 40 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(4) The Subordinate Notes are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the Revenue Fund (but not including any funds necessary to pay debt service on the Priority Bonds up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on the next Interest Payment Date) and the Subordinate Notes Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund are sufficient to redeem all of the Subordinate Notes at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

### **Section 303. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds of such series to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine. If less than all Outstanding Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by lot or in such other equitable manner as the Trustee may determine and which may provide for the selection for redemption of portions of the principal of Bonds equal to the minimum authorized denomination of the Bonds of a denomination larger than the minimum Authorized Denomination.

(b) In the case of a partial redemption of Bonds of any series when Bonds of such series of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

### **Section 304. Notice of Redemption of Bonds.**

(a) In the case of Bonds called for redemption under **Section 302(a)**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 40 days (unless a shorter period is satisfactory to the Trustee) prior to the redemption date of a written request of the Authority. The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Authority.

(b) Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register.

(c) All official notices of redemption shall be dated and shall state:

(1) the redemption date,



(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the payment office of the Trustee or such other office as the Trustee may designate, and

(6) if the redemption of Bonds pursuant to **Section 302(a)** is conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date, a statement to that effect.

(d) In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(e) The Trustee shall mail by first-class mail to the Authority, the City and the District a copy of such redemption notice.

(f) Any notice of redemption under **Section 302(a)** may be conditional upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(g) So long as the Securities Depository is effecting book-entry transfers of a series of Bonds, the Trustee shall provide the notices of specified in this Section with respect to such Bonds only to the Securities Depository. It is expected that the Securities Depository will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial Owner of such Bond to notify the beneficial Owner of such Bond so affected, shall not affect the validity of the redemption of such Bond.

(h) The failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

**Section 305. Effect of Call for Redemption.** On or prior to the date fixed for redemption, the Authority shall deposit moneys or Government Securities with the Trustee as provided in **Section 402** to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or

security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

**ARTICLE IV**  
**FUNDS AND REVENUES**

**Section 401. Creation of Funds and Accounts; Application of Bond Proceeds and Other Moneys.**

(a) The following funds and accounts of the Authority are hereby created and established with the Trustee:

(1) Revenue Fund, which shall contain a PILOTS Account, an EATS Account and a District Revenues Account.

(2) Debt Service Fund, which shall contain a Debt Service Account, a Capitalized Interest Account and a Redemption Account and within such accounts, a subaccount for each series of Bonds.

(3) Debt Service Reserve Fund, which shall contain a Series 2023A Account.

(4) Project Fund, which shall contain a Refunding Account and a Costs of Issuance Account.

(5) Rebate Fund, which shall contain an account for each series of Tax-Exempt Bonds.

(6) Extraordinary Expense Fund.

The Trustee may establish such additional accounts within the Debt Service Fund as it deems appropriate or helpful, but the establishment of any such additional accounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of the moneys therein.

(b) Each fund shall be maintained by the Trustee as a separate and distinct trust fund, and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

(c) The net proceeds received from the sale of the Series 2023A Bonds (after payment of the underwriter's discount) shall be deposited simultaneously with the delivery of the Series 2023A Bonds as follows:

(1) the accrued interest, if any, received from the sale of the Series 2023A Bonds shall be deposited into the Debt Service Fund;

(2) \$\_\_\_\_\_ (which is the Debt Service Reserve Requirement for the Series 2023A Bonds) shall be deposited into the Debt Service Reserve Fund;

- (3) \$\_\_\_\_\_ shall be deposited into the Refunding Account of the Project Fund;
  - (4) \$\_\_\_\_\_ shall be deposited into the Series 2023A Subaccount of the Capitalized Interest Account of the Debt Service Fund;
  - (5) \$368,000 shall be paid to the City and used to fund costs associated with the RPA 2 Redevelopment Project; and
  - (6) \$\_\_\_\_\_ shall be deposited into the Series 2023A Subaccount of the Costs of Issuance Account of the Project Fund.
- (d) On the date of issuance of the Series 2023A Bonds, the City shall transfer or cause the transfer of all available revenues on deposit in the funds and accounts held for the City TIF Notes collected to date to the corresponding accounts and funds created under this Indenture.

**Section 402. Revenue Fund.**

(a) The City has agreed, pursuant to the Financing Agreement, to transfer the following sums, together with a written report in substantially the form attached as **Exhibit A** to the Financing Agreement, to the Trustee on the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding:

- (1) all Net Revenues consisting of Payments in Lieu of Taxes in the PILOTS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the PILOTS Account of the Revenue Fund; and
- (2) subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes in the EATS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the EATS Account of the Revenue Fund.

If the Trustee has not received Net Revenues described above on or before the third calendar day of each month, the Trustee shall notify the Authority, the City, the District, the Monitor and the Purchaser of such non-receipt. Notwithstanding the foregoing, the City will not make the transfers described in (1) and (2) above after June 9, 2042 except as necessary to correct administrative error.

(b) The District has agreed, pursuant to the Financing Agreement, to transfer the following sums, together with a written report in substantially the form attached as **Exhibit B** to the Financing Agreement, to the Trustee on the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding:

- (1) subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues for deposit in the District Revenues Account of the Revenue Fund; and
- (2) subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues for deposit in the EATs Account of the Revenue Fund.

If the Trustee has not received the revenues described above on or before the third calendar day of each month, the Trustee shall notify the Authority, the City, the District and the Purchaser of such non-

receipt. Notwithstanding the foregoing, the District will not make the transfers described above after June 9, 2042 except as necessary to correct administrative error.

(c) On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the Trustee shall apply moneys in the Revenue Fund (drawing from the accounts of the Revenue Fund in this order: PILOTS Account, EATS Account and District Revenues Account, unless otherwise indicated) to the extent necessary for the purposes and in the amounts as follows:

*First*, from the PILOTS Account and EATS Account only, pay the RPA 2/3 Annual Retainage Amount to the City;

*Second*, transfer to the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, with respect to the Tax-Exempt Bonds to the United States of America, owed under Section 148 of the Code, as directed in writing by the Authority in accordance with the Tax Compliance Agreement;

*Third*, if the next Interest Payment Date is June 15, pay to the Trustee or any Paying Agent and the Monitor an amount sufficient to pay any fees and expenses that are due and owing to the Trustee or any Paying Agent and the Monitor for such calendar year, upon delivery to the City of an invoice for such amounts (provided that the payments to the Trustee and any Paying Agent may not exceed \$5,000 in any year except as otherwise provided in **Section 802**) and payments to the Monitor may not exceed in the aggregate \$\_\_\_\_\_ in any calendar year;

*Fourth*, if the next Interest Payment Date is June 15, from the PILOTS Account and the EATS Account only, pay to the City the amount of \$26,522.50 for calendar year 2023, increased by 3.0% for each subsequent calendar year, for fees and expenses incurred by the City in the administration of the Redevelopment Plan;

*Fifth*, if the next Interest Payment Date is June 15, transfer to the Extraordinary Expense Fund an amount, not to exceed \$10,000, sufficient to cause the balance in said fund to equal \$30,000;

*Sixth*, transfer to the Series 2023A Subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient (taking into account amounts on deposit therein and in the Series 2023A Subaccount of the Capitalized Interest Account of the Debt Service Fund) to pay the interest and principal due (by reason of stated maturity) on the Series 2023A Bonds on the next Interest Payment Date;

*Seventh*, transfer to the Series 2023A Subaccount of the Redemption Account within the Debt Service Fund, an amount sufficient to redeem Series 2023A Bonds that are subject to redemption pursuant to **Section 302(b)(1)** up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule;

*Eighth*, if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency therein;

*Ninth*, transfer to the Subordinate Notes Subaccount of the Debt Service Account within the Debt Service Fund an amount sufficient to pay accrued interest and principal due (by reason of stated maturity) on the Subordinate Notes on the next Interest Payment Date;

*Tenth*, transfer to the Subordinate Notes Subaccount of the Redemption Account within the Debt Service Fund, all remaining Net Revenues to redeem the Subordinate Notes that are subject to redemption pursuant to **Section 302(b)(3)**; and

*Eleventh*, transfer to the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund, all remaining Net Revenues to redeem the Series 2023A Bonds that are subject to redemption pursuant to **Section 302(b)(1)**.

If necessary, on the Business Day prior to each Interest Payment Date (drawing from the accounts of the Revenue Fund in this order: District Revenues Account, PILOTS Account and EATS Account), the Trustee shall transfer to the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund an amount sufficient to pay the principal of or interest on the Priority Bonds due on the next Interest Payment Date.

(d) Notwithstanding anything to the contrary contained herein, no funds in the District Revenues Account shall be applied to the transfers and payments described in (c) above (other than under clause *Fourth*) if such application will result in the CID Portion of District Sales Tax Revenues funding more than the CID Funding Percentage of such transfers and payments on a cumulative basis. If no Priority Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the CID Portion of District Sales Tax Revenues as provided in (c) above, then the Trustee shall transfer any excess revenues in the District Revenues Account to the District for use in accordance with the CID Act.

(e) If the moneys in the Revenue Fund are insufficient to make the payment to the City described in *Fourth*, then the unpaid portion shall be carried forward to the next Interest Payment Date, with interest on any unpaid portion at the Trustee's base lending rate plus 2%.

(f) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture), all amounts remaining on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund (except that any funds in the EATS Account attributable to the TIF Portion of District Sales Tax Revenues shall be transferred by the Trustee directly to the District Revenues Account of the Revenue Fund).

(g) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee, the Monitor and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the District Revenues Account of the Revenue Fund shall be paid to the District.

### **Section 403. Debt Service Fund.**

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

(b) Subject to **Section 402(d)**, the Authority hereby authorizes and directs the Trustee to withdraw sufficient moneys from the applicable accounts and subaccounts within the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the applicable Bonds.

(c) Subject to **Section 402(d)**, the Trustee shall use any moneys remaining in the applicable accounts of the Debt Service Fund to redeem all or part of the Bonds Outstanding of the applicable series and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of applicable series of Bonds theretofore matured or called for redemption. The Trustee, upon the written instructions from the City, signed by the Authorized City Representative, shall use moneys in the applicable accounts within the Redemption Account of the Debt Service Fund on a best efforts basis for the purchase of the Bonds in the open market to the extent practical for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

(d) If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay all accrued interest on the Priority Bonds and the Subordinate Notes on any Interest Payment Date, then such moneys shall be applied (1) first to the Priority Bonds ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Priority Bonds, as applicable, to the extent permitted by law and (2) then to the Subordinate Notes ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Subordinate Notes to the extent permitted by law. If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay the principal of the Priority Bonds and the Subordinate Notes on the maturity date thereof, then such moneys shall be applied (1) first to the Priority Bonds ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Priority Bonds, as applicable, to the extent permitted by law and (2) then to the Subordinate Notes ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Subordinate Notes to the extent permitted by law.

(e) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee, the Monitor and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Fund shall be paid to the City (to the extent such funds consist of Payments in Lieu of Taxes and/or Economic Activity Taxes) and the District (to the extent such funds consist of District Sales Tax Revenues).

#### **Section 404. Project Fund.**

(a) The money in the Refunding Account of the Project Fund shall be disbursed by the Trustee, without further authorization, on the date of issuance of the Series 2023A Bonds to or at the direction of the owner of the City TIF Notes, to pay the principal of and interest on that portion of the City TIF Notes refunded thereby.

(b) Moneys in the Costs of Issuance Account of the Project Fund shall be disbursed by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, for the sole purpose of paying costs of issuance of the Bonds. Any moneys remaining on deposit in the Costs of Issuance Account of the Project

Fund 180 days after the issuance of the Series 2023A Bonds shall, without further authorization, be deposited in the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund and used to pay principal of or interest on the Series 2023A Bonds on the next Interest Payment Date. The Authority acknowledges that, under the provisions of the Foreign Account Tax Compliance Act, the Trustee is obligated to withhold 30% of the proceeds from any disbursement to a payee that has not delivered to the Trustee a tax identification number on a correctly completed IRS Form W-9. If requested by the Trustee, the Authority shall provide the Trustee with a copy of any completed Form W-9 form for the initial disbursement to any payee pursuant to any provision of this Indenture.

(c) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

#### **Section 405. Debt Service Reserve Fund.**

(a) Except as otherwise provided in this Indenture, moneys in the applicable account or accounts of the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the corresponding series of Priority Bonds if moneys otherwise available for such purpose as provided in **Section 403** are insufficient to pay the same as they become due and payable, and to make the final payment on the applicable series of Priority Bonds. The amounts on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give prompt written notice to the Authority and the City if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in any account of the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement with respect to a series of Priority Bonds on any valuation date shall be deposited by the Trustee without further authorization in the corresponding subaccount of the Redemption Account of the Debt Service Fund.

(b) Upon the payment in full of the principal of and interest due on the Priority Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee, the Monitor and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Reserve Fund shall be deposited into the Subordinate Notes Subaccount of the Debt Service Account of the Debt Service Fund.

#### **Section 406. Rebate Fund.**

(a) The Trustee shall deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement in accordance with written instructions from the Authorized Authority Representative. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the City, the District or the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which are incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the Authority, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. The

Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the funds created under **Section 401** or from other moneys provided to it. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City (to the extent such funds consist of Payments in Lieu of Taxes and/or Economic Activity Taxes) and the District (to the extent such funds consist of District Sales Tax Revenues).

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds.

#### **Section 407. Extraordinary Expense Fund.**

(a) Amounts on deposit in the Extraordinary Expense Fund shall be used only for the purposes of (1) paying the fees, expenses and other costs, including legal fees, incurred by the Authority, the City and/or the District in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Tax-Exempt Bonds, including legal fees incurred and any rebate obligations, fines or penalties imposed and (2) paying the fees, expenses and other costs incurred by the Authority or the City in connection with any default or Event of Default hereunder. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a written request signed by the Authorized Authority Representative, including invoices for such fees, expenses and other costs.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee, the Monitor and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Extraordinary Expense Fund shall be paid to the City for deposit into the Special Allocation Fund or, if the City provides the Trustee with written notice that the Special Allocation Fund has been dissolved, shall be paid to the District.

#### **Section 408. Non-Presentation of Bonds.**

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so



repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

## ARTICLE V

### SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

**Section 501. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, excluding only the Rebate Fund, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

#### **Section 502. Investment of Moneys.**

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative (or if after June 9, 2042, the District, given by the Authorized District Representative) or, if such written directions are not received, then the Trustee is authorized to invest such moneys into the Invesco Treasury Portfolio Fund CUSIP 825252208 as standing instructions. In the event the Invesco Treasury Portfolio Fund is no longer offered, the Trustee shall hold such moneys uninvested, with no liability for interest thereon, until the Trustee is otherwise directed in writing. The Trustee may conclusively rely upon each such written request as to both the suitability and legality of the directed investment and such written request shall be deemed to be a certification to the Trustee that the directed investment constitutes an Investment Security. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries and may invest funds in its own proprietary money market funds or deposit products upon written request of the Authorized Authority Representative.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. Except as provided in **Section 405**, in determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the most recent Interest Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

## ARTICLE VI

### PARTICULAR COVENANTS AND PROVISIONS

**Section 601. Authority to Issue Bonds and Execute Indenture.** The Authority covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Authority according to the import thereof.

**Section 602. Performance of Covenants.** The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 603. Instruments of Further Assurance.** The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

**Section 604. General Limitation on Authority Obligations.** ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE AUTHORITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

**Section 605. Recording and Filing.** The Authority shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder, provided a copy of the originally filed financing statement has been timely delivered to the Trustee. The Authority hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

**Section 606. Possession and Inspection of Books and Documents.** The Authority and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds, the funds established hereunder and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

**Section 607. Tax Covenants.** The Authority and the Trustee covenant and agree to comply with its duties as expressly set forth in the Tax Compliance Agreement executed in connection with the issuance of the Tax-Exempt Bonds.

**Section 608. Enforcement of Rights.** The Authority agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the Authority may enforce all rights of the Authority and the Trustee and all obligations of the City and the District under and pursuant to the Financing Agreement for and on behalf of the Owners, whether or not the Authority is in default hereunder.

## ARTICLE VII

### DEFAULT AND REMEDIES

#### **Section 701. Events of Default.**

(a) If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default:”

(1) default in the performance or observance of any of the covenants, agreements or conditions on the part of the Authority in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (i) to the Authority and the City by the Trustee, or (ii) to the Trustee (which notice of default the Trustee shall be required to accept) and the Authority by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Authority (or the City on behalf of the Authority) within such period and diligently pursued until the default is corrected; or

(2) the occurrence of an Event of Default as specified in **Section 7.1** of the Financing Agreement.

(b) The Trustee shall give written notice of any Event of Default to the Authority, the City and the District as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)**.

(c) The Trustee is not deemed to have knowledge of any default or Event of Default unless the Trustee is notified in writing as provided herein (which shall be effective upon receipt as provided in **Section 1102**), and in the absence of any such notice, the Trustee may conclusively assume that no such default or Event of Default exists.

#### **Section 702. Acceleration.**

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes), by notice in writing delivered to the Authority and the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the Authority, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

**Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.**

(a) If an Event of Default has occurred and is continuing, the Authority, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Authority pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**.

(b) Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Authority, its successors or assigns, the same right of possession, however, to exist upon any subsequent Event of Default.

(c) While in possession of the Trust Estate, the Trustee shall render annually to the Authority and the City a summarized statement of receipts and expenditures in connection therewith.

**Section 704. Appointment of Receivers in Event of Default.** If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 705. Exercise of Remedies by the Trustee.**

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Authority as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes), and indemnified as provided in **Section 801(1)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Bonds.

**Section 706. Limitation on Exercise of Remedies by Owners.** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and
- (b) such default has become an Event of Default, and
- (c) the Owners of not less than 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(I)**, and
- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the Authority to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

**Section 707. Right of Owners to Direct Proceedings.** Any other provision herein to the contrary notwithstanding, the Owners of (a) a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) or (b) if the proceedings relate to an Event of Default under **Section 7.1(a)** of the Financing Agreement, a majority in aggregate principal amount of all Bonds then Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability for which the Trustee has not been indemnified as provided in **Section 801**.

**Section 708. Application of Moneys in Event of Default.** Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture, the Financing Agreement or pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Project Fund, the Debt Service Fund, the Debt Service Reserve Fund (which shall only be applied to the Priority Bonds) and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Priority Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Priority Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Priority Bonds that have become due and payable (other than Priority Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(3) *Third* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Subordinate Notes, if any, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Subordinate Notes, if any, to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(4) *Fourth* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Subordinate Notes that have become due and payable (other than Subordinate Notes called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied *first*, to the payment of the principal and interest then due and unpaid on all of the Priority Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Priority Bond over any other Priority Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege and *second*, to the payment of the principal and interest then due and unpaid on all of the Subordinate Notes without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Subordinate Note over any other Subordinate Note, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject

to the provisions of subsection (b) above of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

**Notwithstanding the foregoing, no funds in the District Revenues Account shall be applied to the payment of interest on and principal of the Bonds if such application will result in CID Portion of District Sales Tax Revenues funding more than CID Funding Percentage of the Debt Service Requirements and the transfers and payments described under *Second, Third, Fifth and Eighth* pursuant to Section 402(c). The Trustee shall retain any money in excess of these limits in the applicable accounts of the Revenue Fund, subject to Section 402(d).**

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Bonds and interest thereon have been paid under this Section, all obligations under **Section 406** have been satisfied and all fees, expenses and charges of the Trustee and the Authority have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City and the District for deposit in accordance with **Article IV**.

**Section 709. Remedies Cumulative.** No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

**Section 710. Delay or Omission Not Waiver.** No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

**Section 711. Effect of Discontinuance of Proceedings.** If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Authority, the City, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 712. Waivers of Events of Default.**

(a) The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, except a default in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the Owner of each Outstanding Bond affected.

(b) In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the City, the District, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE VIII

### THE TRUSTEE

**Section 801. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised a prudent person standard in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the written advice or Opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any such action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any security agreements in connection therewith (except for the filing of Uniform Commercial Code continuation statements), or for insuring the RPA 1 Redevelopment Project or collecting any insurance moneys, or for the validity of the execution by the Authority of this Indenture or of any instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V**. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority, the City or the District under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,



consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Authority Representative, the Authorized City Representative or the Authorized District Representative, as applicable, as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Indenture.

(h) The Trustee shall not be required to take notice of any default or Event of Default unless the Trustee is specifically notified in writing of such default or Event of Default by the Authority, the City, the District or by the Owners of at least (1) 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) or (ii) if the Event of Default is under **Section 7.1(a)** or **(d)** of the Financing Agreement, 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the RPA 1 Redevelopment Project and all books, papers and records of the Authority pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the Authority or the City, as applicable, to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** concerning the payment of principal and interest on the Bonds or declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.

(o) The Trustee may inform the Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Indenture.

(p) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct; further,

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than (A) a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) or (B) if the action taken or omitted relates to an Event of Default under **Section 7.1(a)** of the Financing Agreement, a majority in aggregate principal amount of all Bonds then Outstanding,

relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it;

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with a prudent person standard of care by it hereunder; and

(6) the Trustee shall not be required to make any disbursement of funds until having collected funds.

(r) The Trustee shall engage such qualified third party (herein referred to as the “Monitor”) as directed in writing from time to time by the Purchaser of the Series 2023A Bonds, to fulfill the duties of the Monitor under this Indenture and to monitor, on a monthly basis, the revenues received by the Trustee, including all Net Revenues. The Trustee shall require the Monitor to provide quarterly reports to the Trustee, the City, the District and the Purchaser verifying the amounts of Net Revenues collected and deposited with the Trustee during each of the calendar months in the previous calendar quarter. The Monitor shall provide such other reports and information to the Trustee, the City, the District and the Purchaser as the Purchaser may request in writing.

(s) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the Authority by electronic means which are signed by the Authorized Authority Representative; provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee’s understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. The Trustee may at its option seek confirmation of the submittal of any such electronic instruction by telephone call-back to an Authorized Authority Representative. The Trustee’s reliance on a written request of the Authority that purports to have been sent by an Authorized Authority Representative delivered in accordance with this Indenture using electronic means shall not, in and of itself, be construed as negligence.

(t) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Subordinate Notes and shall have no responsibility for compliance with any state or federal securities laws in connection with the Subordinate Notes.

(u) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The immunities and protections, including indemnification, extended to the Trustee also extend to its directors, officers, employees, attorneys and agents. Such immunities and protections shall survive the Trustee's resignation or removal and final payment of the Bonds.

(w) In no event shall the Trustee be responsible or liable for incidental, special, indirect, punitive or consequential damages or penalties of any kind whatsoever, including loss of profit, irrespective of whether the Trustee has been advised of the likelihood of such damages or penalties and regardless of the form of action.

(x) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including strikes, lockouts, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, pandemics, epidemics, nuclear or natural catastrophes, fire, earthquakes, acts of God or regulations of any governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer software or computer hardware services.

(u) Other than scheduled payments of principal of and interest on the Bonds, whenever the Trustee is instructed to disburse, wire or otherwise transfer any funds, the Trustee may first confirm such instructions by telephone call. It is understood that, in any funds transfer, the Trustee may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

(z) The Trustee is not responsible for the use of Bond proceeds or sufficiency of said proceeds or cash flow to accomplish the intended objective of the financing.

(aa) The Trustee shall have no duty to analyze or review any financial report received by the Trustee or express any opinion concerning the contents of any financial report and shall have no responsibility for the contents or accuracy of such reports.

(bb) The Trustee may, where applicable, file a proof of claim on behalf of the Owners as creditors in a bankruptcy.

**Section 802. Fees, Charges and Expenses of the Trustee.**

(a) The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the Authority (but solely from moneys provided in paragraph *Third* of **Section 402(c)**) for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds (but solely from moneys provided in paragraph *Third* of **Section 402(c)**). Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Third* of **Section 402(c)**, on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%. The provisions of this Section shall survive the satisfaction and discharge of this Indenture, the payment in full of the Bonds, and the Trustee's resignation or removal.

(b) In each instance in which this Indenture shall provide for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including, without limitation, attorneys' fees and expenses), unless the context shall clearly indicate otherwise.

**Section 803. Notice of Default.** If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall give (a) prompt written notice thereof to the Authority, the City and the District and (b) written notice within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702**) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

**Section 804. Intervention by the Trustee.** In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least (1) 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) or (2) if the proceeding relates to an Event of Default under **Section 7.1(a)** of the Financing Agreement, 25% in aggregate principal amount of all Bonds then Outstanding, provided that the Trustee shall first have been provided such indemnity as provided under **Section 801(l)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

**Section 805. Successor Trustee Upon Merger, Consolidation or Sale.** Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all

the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 806. Resignation or Removal of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Authority, the City, the District and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes). If no Event of Default has occurred and is continuing, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The Authority, the City (or if after June 9, 2042, the District) or the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes) may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation or removal.

**Section 807. Appointment of Successor Trustee.** If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by (a) the City (if no Event of Default has occurred and is continuing pursuant to **Section 701** or (b) the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes), by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the Authority, by an instrument executed and signed by the Authorized Authority Representative, with the consent of the City, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

**Section 808. Qualifications of Trustee and Successor Trustees.** The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank with its principal corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$50,000,000. If such institution publishes reports of condition at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

**Section 809. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of

its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Authority, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

**Section 810. Trust Estate May be Vested in Co-Trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Financing Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Authority be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 811. Annual Statement.**

(a) Unless the Trustee is delivering statements more frequently, the Trustee shall render an annual statement for each calendar year ending December 31 to the Authority, with a copy of the City, and if so requested and the expense thereof is paid by such Owner, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include a listing of money deposited into the Revenue Fund and the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

(b) In addition to the foregoing, the Trustee shall also provide to the City, the District and the Purchaser a statement each July 15 (for the period January 1 through June 30) and January 15 (for the period July 1 through December 31), commencing July 15, 2023, containing (1) PILOTs, EATs and the CID Portion of District Sales Tax Revenues deposited into the applicable accounts of the Revenue Fund since the last semi-annual statement or, in the case of the first semi-annual statement, the date of issuance of the Bonds, (2) the principal amount of each series of Bonds redeemed since the last semi-annual statement or, in the case of the first semi-annual statement, the date of issuance of the Bonds, and (3) the aggregate principal amount of each series of Bonds redeemed since the date of issuance of the Bonds.

**Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.**

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The Authority may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Authority and the Trustee a written acceptance thereof. The Authority may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the Authority shall continue to be a Paying Agent of the Authority for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the Authority and the Trustee. The Paying Agent may be removed by the Authority at any time by an instrument signed by the Authority and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(d) If the Authority fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Authority has not appointed its successor as Paying Agent, the Trustee shall *ipso facto* be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Authority of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.



## ARTICLE IX

### SATISFACTION AND DISCHARGE OF THE INDENTURE

#### **Section 901. Satisfaction and Discharge of the Indenture.**

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and any Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts required to be paid to the City and/or the District under **Article IV** and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Authority is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the Authority shall cancel and erase the inscription of this Indenture from its records.

#### **Section 902. Bonds Deemed to Be Paid.**

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment or (C) a combination of such moneys and Government Securities. When a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds that by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds that are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture that may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

(d) If the interest earnings on the moneys or Government Securities are necessary to provide for the payment of the Bonds under this Section, and the final payment to pay Outstanding Bonds is more than 90 days subsequent to such deposit, the Trustee shall receive (1) a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or before the applicable redemption or maturity date and (2) an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not result in the interest on any Tax-Exempt Bonds then Outstanding to be included in federal income taxes for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met.

## ARTICLE X

### SUPPLEMENTAL INDENTURES AND SUPPLEMENTAL FINANCING AGREEMENTS

**Section 1001. Supplemental Indentures and Supplemental Financing Agreements Not Requiring Consent of Owners.** The Authority and the Trustee (with the consent of the City and the District) may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, and the Authority, the City and the District may from time to time, without the consent of or notice to any of the Owners, enter into Supplemental Financing Agreements as are not inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or the Financing Agreement or to release property from the Trust Estate which was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) to subject to this Indenture or the Financing Agreement additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to provide for the refunding of any Bonds in accordance with the terms hereof, including through the issuance of Additional Bonds pursuant to **Section 209**;

(f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

**Section 1002. Supplemental Indentures and Financing Agreements Requiring Consent of Owners.** In addition to Supplemental Indentures and Supplemental Financing Agreements permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the City and the Owners of not less than a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes) affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture and the Authority, the City and the District may from time to time enter into such other Supplemental Financing Agreement or Supplemental Financing Agreements as shall be deemed necessary and desirable by the parties thereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Financing Agreement or in any Supplemental Indenture or Supplemental Financing Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of, any change in the optional or mandatory redemption of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Authority requests the Trustee to enter into any such Supplemental Indenture or the City, the District or the Authority advise the Trustee of their desire to enter into any such Supplemental Financing Agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture or Supplemental Financing Agreement to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture or Supplemental Financing Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement at the time of the execution of any such Supplemental Indenture or Supplemental Financing Agreement have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Authority or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture or Supplemental Financing Agreement as in this Section permitted and provided, this Indenture or the Financing Agreement, as applicable shall be and be deemed to be modified and amended in accordance therewith.

**Section 1003. Opinion of Bond Counsel.** Notwithstanding anything to the contrary in **Sections 1001** or **1002**, before the Authority and the Trustee enter into any Supplemental Indenture or

Supplemental Financing Agreement pursuant to **Sections 1001** or **1002**, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture or Supplemental Financing Agreement is authorized or permitted by this Indenture or the Financing Agreement, as applicable, the Act and the TIF Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority, the City or the District, and the Authority, as applicable, in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt Bonds then Outstanding.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Consents and Other Instruments by Owners.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the Authority, the City or an assignee of the Authority or the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the Authority, the City or any affiliate or any Person controlling, controlled by or under common control with the Authority or the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

**Section 1102. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the City, the District or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telegram, telecopy or telex, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(a) To the Authority at:

The Industrial Development Authority of University City, Missouri  
c/o City of University City  
6801 Delmar Boulevard  
University City, Missouri 63301  
Attention: City Manager  
[grose@ucitymo.org](mailto:grose@ucitymo.org)

with copies to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold Drive  
Clayton, Missouri 63105  
[jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com)

and

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

(b) To the Trustee at:

BOKF, N.A.  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department  
[agusic@bokf.com](mailto:agusic@bokf.com)

(c) To the City at:

City of University City  
6801 Delmar Boulevard  
University City, Missouri 63301  
Attention: City Manager  
[grose@ucitymo.org](mailto:grose@ucitymo.org)

with copies to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold Drive  
Clayton, Missouri 63105  
[jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com)

and

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

(d) To the Developer at:

U. City, L.L.C. and U. City TIF Corporation  
c/o Seneca Commercial Real Estate  
1401 S. Brentwood Boulevard, Suite 625  
St. Louis, Missouri 63144  
Attn: Larry Chapman  
[lchapman@seneca-cre.com](mailto:lchapman@seneca-cre.com)

with a copy to:

Schott Hamilton  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Caroline Saunders  
[caroline@schotthamilton.com](mailto:caroline@schotthamilton.com)

(e) To the District at:

Markets at Olive Community Improvement District  
c/o Seneca Commercial Real Estate  
1401 S. Brentwood Boulevard, Suite 625  
St. Louis, Missouri 63144  
Attn: Larry Chapman  
[lchapman@seneca-cre.com](mailto:lchapman@seneca-cre.com)

with copies to:

Schott Hamilton  
1610 Des Peres Road, Suite 385  
St. Louis, Missouri 63131  
Attn: Caroline Saunders  
[caroline@schotthamilton.com](mailto:caroline@schotthamilton.com)

and

Development Dynamics  
1001 Boardwalk Springs Place, Suite 50  
O'Fallon, Missouri 63368  
Attn: Laura Lashley  
[llashley@d2team.org](mailto:llashley@d2team.org)

(f) To the Owners at:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the Authority, a copy of said notice shall be provided to the Authority. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1103. Limitation of Rights Under the Indenture.** With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the City and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the City and the Owners of the Bonds as herein provided.

**Section 1104. Suspension of Mail Service.** If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

**Section 1105. Business Days.** If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next Interest Payment Date.

**Section 1106. Immunity of Officers, Employees and Members of Authority and City.** No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, the City or the District, the governing bodies of the Authority, the City or the District, or of any respective successor thereto, as such, either directly or through the Authority, the City or the District or respective successor thereto, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

**Section 1107. No Sale.** The Authority covenants and agrees that, except as provided herein or in the Financing Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

**Section 1108. Severability.** If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or

circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

**Section 1109. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1110. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1111. Electronic Means.** The parties agree that the transaction described herein may be conducted and related documents may be stored, sent or received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1112. Action by the Authority, the City or the District.** When any action or consent of the Authority, the City or the District is required by this Indenture, such action or consent may be undertaken or given by an Authorized Authority Representative, the Authorized City Representative or the Authorized District Representative, respectively.

**Section 1113. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

*[Remainder of Page Intentionally Left Blank.]*



**IN WITNESS WHEREOF**, The Industrial Development Authority of University City, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF UNIVERSITY CITY,  
MISSOURI**

[SEAL]

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

[Trust Indenture]

**BOKF, N.A., as Trustee**

By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A-1**

**FORM OF SERIES 2023A BONDS**

**EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Registered  
No. R-\_\_\_\_\_

Registered  
\$\_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI**

**TAX INCREMENT AND SPECIAL DISTRICT REVENUE BOND  
(MARKETS AT OLIVE PROJECT)  
SERIES 2023A**

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<b><u>Rate of Interest:</u></b>	<b><u>Maturity Date:</u></b>	<b><u>Dated Date:</u></b>	<b><u>CUSIP No.</u></b>
%	June 15, 20__		

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI**, a public corporation duly organized and existing under the laws of the State of Missouri (the “Authority”), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on June 15 and December 15 in each year (each, an “Interest Payment Date”), beginning on June 15, 2023. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).*

The principal of this Series 2023A Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Series 2023A Bond is registered on the Register at the maturity or redemption date thereof. The interest payable on this Series 2023A Bond on any Interest Payment Date shall be paid by BOKF, N.A., St. Louis, Missouri (the “Trustee”) to the person in whose name this Series 2023A Bond is registered on the Register at the close of business on the first day (whether or not a Business Day) of the month during which an Interest Payment Date occurs. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer to such registered Owner upon written notice given to the Trustee not less than five days prior to the Record Date for such interest and signed by such registered Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Series 2023A Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series 2023A Bond is one of an authorized series of fully-registered bonds of the Authority designated “The Industrial Development Authority of University City, Missouri, Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A,” in the aggregate principal amount of \$[\*Principal Amount A\*] (the “Priority Bonds”). Reference is made to the Indenture for the terms and provisions relating to the Priority Bonds. Concurrently with the issuance of the Series 2023A Bonds, the Authority is issuing its Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B, in the aggregate principal amount of \$[\*Principal Amount B\*] (the “Subordinate Notes” and together with the Series 2023A Bonds and any Additional Bonds, the “Bonds”). Additional Bonds on a parity with the Series 2023A may be issued pursuant to **Section 209** of the Indenture to refund the Subordinate Notes in whole or in part.

The Bonds are being issued pursuant to a Trust Indenture dated as of April 1, 2023, between the Authority and the Trustee (the “Indenture”), for the purpose of providing funds to (a) refund the City TIF Notes (as defined in the Indenture), (b) fund a debt service reserve fund securing the Priority Bonds, (c) fund capitalized interest on the Series 2023A Bonds, (d) fund additional costs of the RPA 1 Redevelopment Project and the RPA 2 Redevelopment Project and (e) pay the costs of issuing the Bonds, all under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the “Act”) and the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “TIF Act”).

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, AND (2) THE OBLIGATION OF THE DISTRICT TO TRANSFER NET REVENUES CONSISTING OF THE CID PORTION OF DISTRICT SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

The Series 2023A Bonds are subject to redemption as follows:

(a) *Optional Redemption.* The Series 2023A Bonds with stated maturities of June 15, 20\_\_ and June 15, 2042 are subject to optional redemption by the Authority at the written direction of the City on and after June 15, 2033, in whole or in part at any time, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.*

(1) The Series 2023A Bonds are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after June 15, 2024, in order of maturity, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Series 2023A Bonds previously called for redemption pursuant to **Section 302(a)(1)** of the Indenture) that is on deposit in the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund 40 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day). Notwithstanding anything to the contrary contained herein, the no redemptions above the applicable amount shown on the Maximum Priority Bond Redemption Schedule will be permitted by this paragraph unless the Subordinate Notes are no longer Outstanding.

(2) The Series 2023A Bonds are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the Revenue Fund, the Series 2023A Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Series 2023A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Series 2023A Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Series 2023A Bonds are to be redeemed and paid prior to maturity, such Series 2023A Bonds or portions of Series 2023A Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

If any of the Series 2023A Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered Owner of each Series 2023A Bond to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, the Series 2023A Bonds or portions of Series 2023A Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Series 2023A Bonds or portions of Series 2023A Bonds shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Series 2023A Bond called for redemption to remain Outstanding.

The Series 2023A Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Series 2023A Bond certificate for each maturity, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or that of the Trustee as the Depository's "FAST" Agent. The book-entry system will evidence positions held in the Series 2023A Bonds by the Securities Depository's participants, beneficial ownership of the Series 2023A Bonds in authorized denominations being evidenced in the records of such participants. Transfers of

ownership shall be effected on the records of the Securities Depository and its participants. The Trustee and the Authority will recognize the Securities Depository nominee, while the registered Owner of this Priority Bond, as the owner of this Series 2023A Bond for all purposes, including (a) payments of principal of and interest on, this Priority Bond, (b) notices and (c) voting. Transfers of principal and interest to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Trustee and the Authority will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or Persons acting through such participants. While the Securities Depository nominee is the registered Owner of this Priority Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Series 2023A Bond shall be made in accordance with existing arrangements among the Securities Depository, the Trustee and the Authority.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL SERIES 2023A BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Series 2023A Bonds and the interest thereon are special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Series 2023A Bonds, as provided in the Indenture.

The Series 2023A Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Series 2023A Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the City nor the District shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Series 2023A Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

The Series 2023A Bonds are issuable in the form of fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof.

This Series 2023A Bond may be transferred or exchanged, as provided in the Indenture, only upon the books for the registration, transfer and exchange thereof (the "Register") kept by the Trustee, upon surrender of this Series 2023A Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or the registered Owner's duly authorized agent, whereupon a new Series 2023A Bond of the same series and maturity and in the same principal amount outstanding as the Series 2023A Bond which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the Person in whose name this Series 2023A Bond is registered on the Register as the absolute owner hereof for the purpose of receiving

payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series 2023A Bond shall not be valid or binding on the Authority or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Series 2023A Bonds have existed, happened and been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI** has executed this Series 2023A Bond by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and its official seal to be affixed or imprinted hereon, and this Series 2023A Bond to be dated as of the Dated Date shown above.

Registration Date: \_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF UNIVERSITY CITY,  
MISSOURI**

CERTIFICATE OF AUTHENTICATION

This Series 2023A Bond is one of the Series 2023A Bonds described in the within-mentioned Indenture.

By \_\_\_\_\_  
President

**BOKF, N.A.,**  
as Trustee

(SEAL)

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

By \_\_\_\_\_  
Secretary

---

---

ASSIGNMENT

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

---

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

the within Series 2023A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Series 2023A Bond on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Series 2023A Bond in every particular.

Medallion Signature Guarantee:



**EXHIBIT A-2**

**FORM OF SUBORDINATE NOTES**

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

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Registered  
No. R-\_\_\_\_\_

Registered  
Up to \$\_\_\_\_\_

(See **Schedule A** attached)

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI**

**SUBORDINATE TAXABLE TAX INCREMENT AND SPECIAL DISTRICT REVENUE NOTE  
(MARKETS AT OLIVE PROJECT)  
SERIES 2023B**

---

<b>Rate of Interest:</b>	<b>Maturity Date:</b>	<b>Dated Date:</b>
8.00%	June 15, 2042	

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT:** See **SCHEDULE A** attached hereto.

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI**, a public corporation duly organized and existing under the laws of the State of Missouri (the “Authority”), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on June 15 and December 15 in each year (each, an “Interest Payment Date”), beginning on June 15, 2023. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest on any Subordinate Notes that accrues but remains unpaid on any Interest Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Subordinate Note shall be paid at maturity or upon earlier redemption to the Person in whose name this Subordinate Note is registered on the Register at the maturity or redemption date thereof. The interest payable on this Subordinate Note on any Interest Payment Date shall be paid by BOKF, N.A., St. Louis, Missouri (the “Trustee”) to the person in whose name this Subordinate Note is registered on the Register at the close of business on the first day (whether or not a Business Day) of the month during which an Interest Payment Date occurs. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer to such registered Owner upon written notice given to the Trustee not less than five days prior to the Record Date for such interest and signed by such registered Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Subordinate Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Subordinate Note is one of an authorized series of fully-registered notes of the Authority designated “The Industrial Development Authority of University City, Missouri, Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B,” in the aggregate principal amount of up to \$[\*Principal Amount B\*] (the “Subordinate Notes”). Reference is made to the Indenture for the terms and provisions relating to the Subordinate Notes. The Subordinate Notes are being issued in conjunction with a series of obligations designated “The Industrial Development Authority of University City, Missouri, Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A,” in the aggregate principal amount of \$[\*Principal Amount A\*] (the “Series 2023A Bonds” and together with the Subordinate Notes and any Additional Bonds, the “Bonds”). The Priority Bonds shall be payable from Pledged Revenues up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on each Interest Payment Date prior to the application of any Pledged Revenues to the payment of interest on or principal of the Subordinate Notes.

The Bonds are being issued pursuant to a Trust Indenture dated as of April 1, 2023, between the Authority and the Trustee (the “Indenture”), for the purpose of providing funds to (a) refund the City TIF Notes (as defined in the Indenture), (b) fund a debt service reserve fund securing the Priority Bonds, (c) fund capitalized interest on the Series 2023A Bonds, (d) fund additional costs of the RPA 1 Redevelopment Project and the RPA 2 Redevelopment Project and (e) pay the costs of issuing the Bonds, all under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the “Act”) and the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “TIF Act”).

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, AND (2) THE OBLIGATION OF THE DISTRICT TO TRANSFER NET REVENUES CONSISTING OF THE CID PORTION OF DISTRICT SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

The Subordinate Notes are subject to redemption as follows:

(a) *Optional Redemption.* The Subordinate Notes are subject to optional redemption by the Authority at the written direction of the City in whole or in part at any time on or after May 1, 2031, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.*

(1) The Subordinate Notes are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after June 15, 2024 at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Subordinate Notes, if any, previously called for redemption pursuant to **Section 302(a)(2)** of the Indenture) that is on deposit in the Subordinate Notes Subaccount of the Redemption Account of the Debt Service Fund 40 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(2) The Subordinate Notes are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the Revenue Fund (but not including any funds necessary to pay debt service on the Priority Bonds up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on the next Interest Payment Date) and the Subordinate Notes Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund are sufficient to redeem all of the Subordinate Notes at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Subordinate Notes shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Subordinate Notes are to be redeemed and paid prior to maturity, such Subordinate Notes or portions of Subordinate Notes to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

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

The Subordinate Notes and the interest thereon are special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Subordinate Notes, as provided in the Indenture. The Priority Bonds shall be payable from Pledged Revenues up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on each Interest Payment Date prior to the application of any Pledged Revenues to the payment of interest on or principal of the Subordinate Notes.

The Subordinate Notes and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Subordinate Notes shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the City or the District shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Subordinate Notes or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

The Subordinate Notes are issuable in the form of fully-registered notes in Authorized Denominations.

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS SUBORDINATE NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM ATTACHED TO THE INDENTURE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

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

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

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI** has executed this Subordinate Note by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and its official seal to be affixed or imprinted hereon, and this Subordinate Note to be dated as of the Dated Date shown above.

Registration Date: \_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF UNIVERSITY CITY,  
MISSOURI**

**CERTIFICATE OF AUTHENTICATION**

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

By \_\_\_\_\_  
President

**BOKF, N.A.,**  
as Trustee

(SEAL)

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

By \_\_\_\_\_  
Secretary



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ASSIGNMENT

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

---

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

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

Dated: \_\_\_\_\_.

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

Medallion Signature Guarantee:



**EXHIBIT B**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI, TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS (MARKETS AT OLIVE PROJECT), SERIES 2023A

To: BOKF, N.A., as Trustee  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

as Trustee under the Trust Indenture dated as of April 1, 2023, between The Industrial Development Authority of University City, Missouri and said Trustee (the “Indenture”)

Pursuant to **Section 404** of the Indenture, the City of University City, Missouri (the “City”) requests payment from Costs of Issuance Account of the Project Fund in accordance with this request and said **Section 404** and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Each item for which payment is requested is a proper cost of issuance that was incurred in connection with the issuance of the Bonds, the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Authorized City Representative



ATTACHMENT I

TO WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI, TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS (MARKETS AT OLIVE PROJECT), SERIES 2023A

REQUEST NO. \_\_\_\_\_

DATE: \_\_\_\_\_

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SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the cost of issuance for which the obligation to be paid was incurred
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## EXHIBIT C

### PURCHASER'S LETTER OF REPRESENTATIONS

The Industrial Development Authority  
of University City, Missouri  
c/o City of University City  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attention: City Manager

BOKF, N.A., as Trustee  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

Re: The Industrial Development Authority of University City, Missouri, Subordinate Taxable  
Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series  
2023B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of up to \$[\*Principal Amount B\*] principal amount of the above-described notes (the "Subordinate Notes") issued by The Industrial Development Authority of University City, Missouri (the "Authority"). The Subordinate Notes are secured in the manner set forth in the Trust Indenture dated as of April 1, 2023 (the "Indenture"), between the Authority and BOKF, N.A., as trustee. Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture.

The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Subordinate Notes. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Subordinate Notes. The undersigned understands that the Subordinate Notes are repayable solely from Pledged Revenues, subject to annual appropriation by the City (with respect to Economic Activity Taxes) and the District (with respect to District Sales Tax Revenues).

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Subordinate Notes. The undersigned acknowledges that the City and the District have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Subordinate Notes, this financing transaction, the City and the District.

3. The undersigned understands that the Subordinate Notes do not constitute an indebtedness of the Authority, the City or the District or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Subordinate Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Subordinate Notes as set forth in paragraph 6 below.

5. The undersigned is purchasing the Subordinate Notes for its own account for investment (and not on behalf of another) and has no present intention of reselling the Subordinate Notes or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Subordinate Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Subordinate Notes as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Subordinate Notes shall be limited to the sale, assignment, negotiation or transfer to (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 or (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 (an "Approved Investor").

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Subordinate Notes in violation of this letter.

8. The undersigned has satisfied itself that the Subordinate Notes may be legally purchased by the undersigned.

9. The undersigned represents to each of you that the undersigned is an Approved Investor.

Sincerely,

\_\_\_\_\_  
as Purchaser

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

**EXHIBIT D**

**MINIMUM CUMULATIVE REDEMPTION SCHEDULE AND  
MAXIMUM PRIORITY BOND REDEMPTION SCHEDULE**

**EXHIBIT B**

**FINANCING AGREEMENT**

[On file in the office of the City Clerk]

**Gilmore & Bell, P.C.**  
**Draft – March 3, 2023**

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**FINANCING AGREEMENT**

**Dated as of April 1, 2023**

**among**

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI,**

**the**

**CITY OF UNIVERSITY CITY, MISSOURI,**

**and the**

**THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT**

**Relating to**

**[\$\*Principal Amount A\*]  
Tax Increment and Special District Revenue Bonds  
(Markets at Olive Project)  
Series 2023A**

**[\$\*Principal Amount B\*]  
Subordinate Taxable  
Tax Increment and Special District Revenue Notes  
(Markets at Olive Project)  
Series 2023B**

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**Certain rights, title and interest of The Industrial Development Authority of University City, Missouri in this Financing Agreement have been pledged and assigned to BOKF, N.A., St. Louis, Missouri, as Trustee under a Trust Indenture dated as of April 1, 2023, between the Authority and the Trustee.**

**FINANCING AGREEMENT**

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Exhibit A – Form of City Monthly Report  
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## FINANCING AGREEMENT

**THIS FINANCING AGREEMENT**, dated as of April 1, 2023 (this “*Financing Agreement*”), among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI**, a public corporation duly organized and existing under the laws of the State of Missouri (the “*Authority*”), the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”), and **THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*District*”). (*All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed in the Trust Indenture dated as of April 1, 2023 between the Authority and BOKF, N.A., as trustee (the “Indenture”), as may be amended or supplemented from time to time.*)

### WITNESSETH:

**1.** The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “*Act*”) to issue bonds for the purpose of paying all or part of the cost of any “project,” as defined in the Act.

**2.** The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “*TIF Act*”), to implement redevelopment projects and to provide for the costs thereof.

**3.** In accordance with the requirements of the TIF Act, on June 10, 2019, the City Council of the City adopted:

**A.** Ordinance No. 7104 approving the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the “*Redevelopment Plan*”) and designating the “*Redevelopment Area*” described therein as a redevelopment area under the TIF Act;

**B.** Ordinance No. 7105 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 1*” (the “*RPA 1 Redevelopment Project*”), which includes the development of the retail area now known as the “*Markets at Olive*”;

**C.** Ordinance No. 7106 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 2*” (the “*RPA 2 Redevelopment Project*”), which includes various programs and activities intended to promote and conserve residential uses within RPA 2;

**D.** Ordinance No. 7107 approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “*RPA 3*” (the “*RPA 3 Redevelopment Project*”), which includes various programs and activities intended to promote and conserve commercial uses within RPA 3; and

**E.** Ordinance No. 7108 approving (1) a Redevelopment Agreement relating to the RPA 1 Redevelopment Project among the City, U. City, L.L.C. and U. City TIF Corporation (U. City, L.L.C. and U. City TIF Corporation are collectively referred to herein as the “*Developer*”) and (2) a District Project Agreement relating to the use of a community improvement district

within RPA 1 among the City, the Developer and the District. The Redevelopment Agreement approved by Ordinance No. 7108 was executed as of June 13, 2019 (the “*Original Redevelopment Agreement*” and as subsequently amended by the herein-defined First Amendment to Redevelopment Agreement and Second Amendment to Redevelopment Agreement, the “*Redevelopment Agreement*”). The District Project Agreement approved by Ordinance No. 7108 was executed as of August 21, 2020 (the “*Original District Project Agreement*”).

**4.** On May 26, 2020, the City Council of the City adopted Ordinance No. 7126 approving a First Amendment to Redevelopment Agreement, which was executed as of June 29, 2020 (the “*First Amendment to Redevelopment Agreement*”).

**5.** On August 10, 2020, the City Council of the City adopted Ordinance No. 7131 approving a petition for the creation of the District in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “*CID Act*”).

**6.** On March 15, 2021 and November 8, 2021, the City Council of the City adopted Ordinance Nos. 7147 and 7166, respectively, approving a Trust Indenture and First Supplemental Indenture between the City and BOKF, N.A., pursuant to which the City issued its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B (the “*City TIF Notes*”), in the aggregate principal amount of not to exceed \$73,901,661.19.

**7.** On June 14, 2021 and November 28, 2022, the City Council of the City adopted Ordinance Nos. 7153 and 7208, respectively, approving expansions to the District’s boundaries.

**8.** On March \_\_, 2023, the Board of Directors of the District adopted Resolution No. \_\_\_\_ (the “*District Bond Resolution*”) (a) approving an Amended and Restated District Project Agreement (the “*District Project Agreement*”) among the City, the Developer and the District, (b) approving a Financing Agreement (the “*Financing Agreement*”) among the Authority, the City and the District relating to the herein-defined Bonds, (c) approving other documents related to the Bonds, and (d) approving the form of the Indenture and authorizing the issuance of the Bonds.

**9.** On March \_\_, 2023, the City Council of the City adopted:

**A.** Ordinance No. \_\_\_\_ approving the District Project Agreement and a Second Amendment to Redevelopment Agreement (the “*Second Amendment to Redevelopment Agreement*”) between the City and the Developer to further amend the Original Redevelopment Agreement, as previously amended by the First Amendment to Redevelopment Agreement; and

**B.** Ordinance No. \_\_\_\_ (the “*City Bond Ordinance*”) (a) approving the Financing Agreement, (b) approving other documents related to the Bonds, and (c) approving the form of the Indenture and authorizing the issuance of the Bonds.

**10.** On March \_\_, 2023, the Board of Directors of the Authority adopted Resolution No. \_\_\_\_ (the “*Authority Bond Resolution*”) (a) approving the Indenture, this Financing Agreement and other documents related to the Bonds and (b) authorizing the issuance of the Bonds, consisting of (i) Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “*Series 2023A Bonds*”) and (ii) Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the “*Subordinate Notes*”), for the purpose of (A) refunding the City TIF Notes, (B) funding a debt service reserve fund to secure the Series 2023A Bonds, (C) funding capitalized

interest on the Series 2023A Bonds, (D) financing costs of the RPA 2 Redevelopment Project, and (E) paying the costs of issuance of the Series 2023A Bonds and the Subordinate Notes

**11.** Pursuant to the foregoing, the Authority, the City and the District are authorized to execute and deliver this Financing Agreement for the purpose of securing the Series 2023A Bonds, the Subordinate Notes and any Additional Bonds hereafter issued by the Authority at the request of the City and the District.

**NOW, THEREFORE,** in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Authority, the City and the District do hereby represent, covenant and agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

**Section 1.2. Rules of Interpretation.** For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) 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.

(f) Wherever in this Financing Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(g) All references in this Financing Agreement to designated “articles,” “sections” and other subdivisions are, unless otherwise specified, to the designated articles, sections and subdivisions of this Financing Agreement as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Financing Agreement as a whole and not to any particular article, section or subdivision.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by the Authority.** The Authority represents and warrants to the City as follows:

(a) *Organization and Authority.* The Authority (1) is a public corporation duly organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement, the Indenture and any other documents required to be executed and delivered by it in connection with the issuance of the Series 2023A Bonds and the Subordinate Notes (collectively, the “*Authority Documents*”), and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other Authority Documents acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Authority Documents by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Authority or its property.

(c) *Public Purpose.* The Redevelopment Project and the District Project will further the public purposes of the Act.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or any other person affecting the right of the Authority to execute or deliver this Financing Agreement or the other Authority Documents or the ability of the Authority to comply with its obligations under this Financing Agreement or the other Authority Documents. Neither the execution and delivery of this Financing Agreement or the other Authority Documents by the Authority nor compliance by the Authority with its obligations under this Financing Agreement or the other Authority Documents requires the approval of any entity whose approval has not been obtained.

(e) *No Conflicts of Interest.* No member of the Board of Directors of the Authority or any other officer of the Authority has any significant or conflicting interest, financial, employment or otherwise, in the City, the District, the Redevelopment Project, or the District Project or in the transactions contemplated hereby.

**Section 2.2. Representations by the City.** The City represents and warrants to the Authority, the District and the Trustee as follows:

(a) *Organization and Authority.* The City (1) is an incorporated political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Series 2023A Bonds and the Subordinate Notes (collectively, the “*City Documents*”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly elected City Council.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the City is a party or by which it or any of its property is bound or its charter, or any of the laws, rules or regulations applicable to the City or its property.

(c) *Public Purpose.* The Redevelopment Project is permitted by the TIF Act and is in furtherance of the City's public purposes.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the City, threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or the other City Documents or the ability of the City to comply with the obligations under this Financing Agreement or the other City Documents. Neither the execution and delivery of this Financing Agreement or the other City Documents by the City nor compliance by the City with its obligations under this Financing Agreement or the other City Documents requires the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) *No Conflicts of Interest.* No member of the City Council has any significant or conflicting interest, financial, employment or otherwise, in the District, the Redevelopment Project, or the District Project or in the transactions contemplated hereby.

**Section 2.3. Representations by the District.** The District represents and warrants to the Authority, the City and the Trustee as follows:

(a) *Organization and Authority.* The District (1) is a community improvement district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the "*District Documents*") and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other District Documents, acting by and through its duly authorized directors.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other District Documents by the District will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the District is a party or by which it or any of its property is bound, or any of the laws, rules or regulations applicable to the District or its property.

(c) *Public Purpose.* The District Project is permitted by the CID Act and is in furtherance of the District's public purposes.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the District, threatened against the District or any other person affecting the right of the District to execute this Financing Agreement or the other District Documents or the ability of the District to comply with the obligations under this Financing Agreement or the other District Documents. Neither the execution and delivery of this Financing Agreement or the other District Documents

by the District, nor compliance by the District with its obligations under this Financing Agreement or the other District Documents require the approval of any regulatory body or any other entity, which approval has not been obtained.

**Section 2.4. Survival of Representations.** All representations of the Authority, the City and the District contained in this Financing Agreement or in any certificate or other instrument delivered by any such party pursuant to this Financing Agreement or any other Authority Documents, City Documents or District Documents, or in connection with the transactions contemplated hereby or thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Series 2023A Bonds and the Subordinate Notes, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

### ARTICLE III

#### ISSUANCE OF THE BONDS; TRANSFER OF REVENUES

##### **Section 3.1. Issuance of Bonds.**

(a) To provide funds for the purposes set forth in the Recitals to this Financing Agreement, the Authority agrees that it will issue, sell and deliver the Series 2023A Bonds to the Purchaser and issue and deliver the Subordinate Notes to U. City, L.L.C. (in exchange for the portion of the City TIF Notes not refunded by the Series 2023A Bonds) as provided in the Indenture. The net proceeds of the sale of the Series 2023A Bonds shall be paid to the Trustee for the account of the Authority and for the benefit of the City, the District and the Developer. The net proceeds shall be disbursed in accordance with **Article IV** of the Indenture.

(b) Upon the request of the City and the District and subject to **Section 209** of the Indenture, the Authority agrees to issue, sell and deliver Additional Bonds and apply the proceeds of the Additional Bonds as provided in the Supplemental Indenture entered into in connection with the issuance of the Additional Bonds.

##### **Section 3.2. Transfer of Revenues.**

(a) On the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding, the City shall transfer to the Trustee for application pursuant to **Section 402(a)** of the Indenture, (1) all Net Revenues consisting of Payments in Lieu of Taxes on deposit in the PILOTS Subaccount of the Special Allocation Fund and, (2) subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes on deposit in the EATS Subaccount of the Special Allocation Fund, together with a written report in substantially the form attached as **Exhibit A** hereto. The City hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation of the Economic Activity Taxes. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

(b) On the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding, the District shall transfer to the Trustee for application pursuant to **Section 402(b)** of the Indenture, (1) subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues and (2) subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues, together with a written report in substantially the form attached as **Exhibit B** to the

Financing Agreement. The District hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation. The foregoing provisions shall not be construed to impose any legal obligation on the District to appropriate moneys for the payment of the Bonds.

(c) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, AND (2) THE OBLIGATION OF THE DISTRICT TO TRANSFER NET REVENUES CONSISTING OF THE CID PORTION OF DISTRICT SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON DECEMBER 31, 2053, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

## ARTICLE IV

### NET REVENUES

**Section 4.1. Special Allocation Fund.** The City has previously established and shall hold the Special Allocation Fund in accordance with the provisions of the TIF Act, subject to the pledge of certain accounts therein to the Trustee pursuant to this Financing Agreement and the Indenture. The Special Allocation Fund, and the accounts therein, shall be segregated on the books and records of the City and shall be kept separate and apart on the books and records of the City from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City.

#### **Section 4.2. Use of Special Allocation Fund.**

(a) The PILOTS Subaccount and the EATS Subaccount of the Special Allocation Fund shall be maintained and administered by the City solely for the purposes provided herein and in the Indenture until the earlier of (1) the discharge of the Indenture in accordance with **Article IX** thereof or (2) June 9, 2042 (except as may be necessary to correct administrative error).

(b) The City shall, immediately upon receipt thereof, deposit all Payments in Lieu of Taxes received by it in the PILOTS Subaccount of the Special Allocation Fund. The City shall thereafter transfer all amounts on deposit in the PILOTS Subaccount of the Special Allocation Fund to the Trustee pursuant to **Section 3.2** hereof.

(c) The City shall, immediately upon receipt thereof, deposit all Economic Activity Taxes received by it in the EATS Subaccount of the Special Allocation Fund. Subject to appropriation, the City shall thereafter transfer all amounts on deposit in the EATS Subaccount of the Special Allocation Fund to the Trustee pursuant to **Section 3.2** hereof.

(d) Notwithstanding any provision of the Redevelopment Agreement or the District Project Agreement to the contrary, the City and the District hereby acknowledge and agree that the terms of the Indenture relating to the transfer and application of Net Revenues shall control.

(e) The Authority, the City and the District each covenant and agree that it will not authorize or issue bonds, notes or other obligations payable from Net Revenues, except for the Bonds.

**Section 4.3. Collection of Revenues; Covenant Regarding Real Property Tax Abatement.**

(a) The City shall comply with the provisions of the Redevelopment Agreement relating to collection of Payments in Lieu of Taxes and Economic Activity Taxes in such manner as the City deems prudent and advisable in its good faith discretion.

(b) The District may, in its sole discretion, take such action as the District deems appropriate to (1) cause the Missouri Department of Revenue to collect the District Sales Tax and (2) cause retailers to pay the District Sales Tax. The District hereby agrees that the Trustee may take such lawful action within its control to cause the Missouri Department of Revenue to collect the District Sales Tax and to cause retailers to pay the District Sales Tax.

(c) The City covenants and agrees that it will not authorize or grant real property tax abatement within the Redevelopment Area prior to January 1, 2042.

**Section 4.4. Covenant to Request Appropriations.**

(a) The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the City Council for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Net Revenues on deposit in the EATS Subaccount of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 402** of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the City to the Trustee at the times and in the manner provided in **Section 3.2** hereof and **Section 402** of the Indenture.

(b) The District covenants and agrees that the officer of the District at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Directors of the District for each fiscal year of the District that the Bonds are Outstanding a request for an appropriation of the CID Portion of District Sales Tax Revenues in a manner consistent with **Section 402** of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the District to the Trustee at the times and in the manner provided in **Section 3.2** hereof and **Section 402** of the Indenture.

(c) The parties acknowledge that tax increment financing for the Redevelopment Project expires on June 9, 2042. No Payments in Lieu of Taxes or Economic Activity Taxes will be paid to the Trustee after such date except as may be necessary to correct administrative error.

(d) No CID Portion of District Sales Tax Revenues will be paid to the Trustee after June 9, 2042 except as may be necessary to correct administrative error.

**Section 4.5. Enforcement of Agreements.**

(a) The City shall enforce the provisions of the Redevelopment Agreement, and the City and the District shall enforce the provisions of the District Project Agreement, in such manner as the parties deem prudent and advisable in their good faith discretion. The City and the District may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the District Project Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages after deduction of the costs of enforcement.



(b) The City and the District, as applicable, shall notify the Trustee in writing of any material failure of performance under the Redevelopment Agreement or the District Project Agreement of which they have actual knowledge and what action (if any) such party proposes to take to enforce available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may so advise the City or the District, as applicable, promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the applicable party has not taken such other or additional action, and the Trustee has not, after consultation with the applicable party, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City and the District hereby assign to the Trustee all of the rights they may have in the enforcement of the Redevelopment Agreement and the District Project Agreement, further authorizing the Trustee in its own name or in the name of the City or the District, as applicable, to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The City and the District shall not modify, amend or waive any provision of the Redevelopment Agreement or the District Project Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Redevelopment Agreement or the District Project Agreement if the proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture. The Trustee shall be entitled to receive and rely upon an Opinion of Counsel (who may not be counsel to the City or the District) as to whether any such proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.

## **ARTICLE V**

### **GENERAL COVENANTS AND PROVISIONS**

**Section 5.1. Continuing Disclosure.** The City and the District covenant and agree that they will execute and deliver continuing disclosure agreements or undertakings that will satisfy Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the “Rule”), and will observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof, for the benefit of the Owners or beneficial owners from time to time of the Outstanding Bonds as therein provided. Notwithstanding any other provision of this Financing Agreement, the failure of the City or the District to comply with the continuing disclosure agreement or undertaking shall not be considered an event of default under this Financing Agreement or under the Indenture.

**Section 5.2. Tax Covenants.** The City, the District and the Authority covenant and agree to comply with all provisions and requirements of the Tax Compliance Agreement executed in connection with the issuance of the Bonds.

**Section 5.3. Obligations Under Indenture.** The City hereby agrees to assume the obligations imposed on it under the Indenture.

## ARTICLE VI

### ASSIGNMENT

**Section 6.1. Assignment by the Authority.** The Authority, by means of the Indenture and as security for the payment of the principal of, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement to the Trustee for the benefit of the Owners (reserving its Unassigned Authority's Rights).

**Section 6.2. Restriction on Transfer of Authority's Interests.** The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement or the Net Revenues except pursuant to the Indenture and this Financing Agreement.

**Section 6.3. Restriction on Transfer of City and District Interests.** The City and the District will not sell, assign, transfer or convey their respective interests in the Net Revenues or this Financing Agreement.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.1. Events of Default Defined.** The term "Event of Default" shall mean any one or more of the following events:

(a) Failure by the City or the District to timely transfer revenues to the Trustee pursuant to **Section 3.2** for a period of 10 days after written notice of such failure has been given to the applicable party by the Trustee.

(b) Failure by the City or the District to observe and perform any covenant, condition or agreement on the part of the applicable party under this Financing Agreement, other than as referred to in the preceding subparagraph (a) of this Section, for a period of 30 days after written notice of such default has been given to the applicable party by the Trustee or the Authority, during which time such default is neither cured by the applicable party nor waived in writing by the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the City or the District, as applicable, shall be granted additional time to cure the default so long as corrective action is instituted by the applicable party within the 30-day period and diligently pursued to completion.

(c) The filing by the City or the District of a voluntary petition in bankruptcy, or failure by the City or the District to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the applicable party to carry on its operation, or

adjudication of the applicable party as a bankrupt, or assignment by the City or the District for the benefit of creditors, or the entry by the City or the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City or the District in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

(d) Any representation or warranty by the City or the District herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing contemplated herein shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the City or the District, as applicable, within 30 days after notice thereof has been given to the applicable party.

(e) The occurrence of an Event of Default as specified in **Section 701** of the Indenture.

**Section 7.2. Remedies on an Event of Default.**

(a) Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may take any one or more of the remedial steps set forth in the Indenture; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City or the District under this Financing Agreement or the Indenture.

(b) Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied in accordance with **Section 708** of the Indenture.

(c) Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, except as otherwise provided in **Section 801(I)** of the Indenture.

**Section 7.3. No Remedy Exclusive.** No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**Section 7.4. Parties to Give Notice of an Event of Default.** The Authority, the City and the District shall each promptly give to the Trustee written notice of any Event of Default of which such party, as the case may be, has actual knowledge or written notice, however, no party shall be liable for failing to give such notice.

**Section 7.5. Performance of the City and District Obligations.** If the City or the District fails to keep or perform any of its obligations as provided in this Financing Agreement, then the Trustee may (but shall not be obligated so to do), upon the continuance of such failure on the applicable party's part for 30 days after notice of such failure is given to the applicable party by the Trustee, and without waiving or releasing the applicable party from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Trustee and all necessary incidental costs and expenses incurred by the Trustee in performing such obligations shall be paid to the Trustee in accordance with **Section 402** and **Section 802** of the Indenture.

**Section 7.6. Remedial Rights Assigned to the Trustee.** Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement other than the Unassigned Authority's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee shall be deemed a third-party creditor beneficiary of all representations, warranties, covenants and agreements contained herein.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Authorized Representatives.** Whenever under this Financing Agreement the approval of the Authority, the City or the District is required or a party is required or permitted to take some action, such approval shall be given or such action shall be taken by the Authorized Authority Representative, the Authorized City Representative or the Authorized District Representative, as applicable, and the Trustee shall be authorized to act on any such approval or action.

**Section 8.2. Term of Financing Agreement.** This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of **Article IX** of the Indenture and provision has been made for paying all other sums payable under this Financing Agreement and the Indenture.

**Section 8.3. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in **Section 1102** of the Indenture, except that any of the foregoing given to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1102** shall be given to all other parties mentioned therein (other than the Owners of the Bonds unless a copy is required to be furnished to them by other provisions of this Financing Agreement or the Indenture). The Authority, the City, the District or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

**Section 8.4. Performance Date Not a Business Day.** If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

**Section 8.5. Binding Effect.** This Financing Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

**Section 8.6. Amendments, Changes and Modifications.** Except as otherwise provided in this Financing Agreement or in the Indenture, subsequent to the issuance of the Series 2023A Bonds and the Subordinate Notes, and prior to all of the Bonds being deemed to be paid in accordance with **Article IX** of the Indenture and provision being made for the payment of all sums payable under the Indenture in accordance with **Article IX** thereof, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of the Trustee, given in accordance with the Indenture.

**Section 8.7. Execution in Counterparts.** This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.8. No Pecuniary Liability.** Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Financing Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Authority, the City or the District, or the breach thereof, shall constitute or give rise to or impose upon the Authority, the City or the District a pecuniary liability (except to the extent of any Net Revenues actually received by the City or the District and appropriated to the payment of the Bonds). No provision hereof shall be construed to impose a charge against the general credit of the Authority, the City or the District or any personal or pecuniary liability upon any director, officer, agent, governing body member or employee of the Authority, the City or the District.

**Section 8.9. Extent of Covenants; No Personal or Pecuniary Liability.**

(a) All covenants, obligations and agreements of the Authority contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than his official capacity, no official executing the Bonds shall be liable personally on the Bonds and no present or future member, officer, agent or employee of the Authority shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the Authority contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability or a charge.

(b) All covenants, obligations and agreements of the City and the District contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future governing body member, officer, director, agent or employee of the City or the District in other than his or her official capacity, and no present or future governing body member, officer, director, agent or employee of the City or the District shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the City contained in this Financing Agreement. No provision, covenant or agreement contained in this Financing Agreement, or any obligation herein imposed upon the City or the District, or the breach thereof, shall constitute or give rise to or impose upon the City or the District a pecuniary liability or a charge (except to the extent of any Net Revenues actually received by the City or the District and appropriated to the payment of the Bonds).

**Section 8.10. General Limitation.** ANY OTHER TERM OR PROVISION OF THIS FINANCING AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, NONE OF THE CITY, THE DISTRICT NOR THE AUTHORITY SHALL BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

**Section 8.11. Severability.** If any provision of this Financing Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Financing Agreement contained shall not affect the remaining portions of this Financing Agreement, or any part thereof.

**Section 8.12. Governing Law.** This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 8.13. Electronic Means.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI, the CITY OF UNIVERSITY CITY, MISSOURI and THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT** have caused this instrument to be executed on their behalf all as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF UNIVERSITY CITY, MISSOURI**

(Seal)

ATTEST:

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

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

[Financing Agreement]

**CITY OF UNIVERSITY CITY, MISSOURI**

(Seal)

ATTEST:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk



**THE MARKETS AT OLIVE COMMUNITY  
IMPROVEMENT DISTRICT**

(Seal)

ATTEST:

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

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

[Financing Agreement]

**EXHIBIT A**

**FORM OF CITY MONTHLY REPORT**

BOKF, N.A.  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

Re: The Industrial Development Authority of University City, Missouri, Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A and Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City during the month of \_\_\_\_\_, [year]:

\$ \_\_\_\_\_ Net Proceeds constituting **Payments in Lieu of Taxes**  
(for deposit into the PILOTS Account of the Revenue Fund)

\$ \_\_\_\_\_ Net Proceeds constituting **Economic Activity Taxes**  
(for deposit into the EATS Account of the Revenue Fund)

All moneys so received, totaling \$ \_\_\_\_\_, have been transferred to BOKF, N.A., as Trustee (the "Trustee") under the Trust Indenture dated as of April 1, 2023, between the Trustee and The Industrial Development Authority of the City of University City.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture dated as of April 1, 2023 (the "Indenture"), between The Industrial Development Authority of University City, Missouri and BOKF, N.A., as trustee (the "Trustee").*

**CITY OF UNIVERSITY CITY, MISSOURI**

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

cc: *Stifel, Nicolaus & Company, Incorporated*

**EXHIBIT B**

**FORM OF DISTRICT MONTHLY REPORT**

BOKF, N.A.  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

Re: The Industrial Development Authority of University City, Missouri, Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A and Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City during the month of \_\_\_\_\_, [year]:

\$ \_\_\_\_\_ Net Proceeds constituting **TIF Portion of District Sales Tax Revenues**  
(for deposit into the EATS Account of the Revenue Fund)

\$ \_\_\_\_\_ Net Proceeds constituting **CID Portion of District Sales Tax Revenues**  
(for deposit into the District Revenues Account of the Revenue Fund)

All moneys so received, totaling \$ \_\_\_\_\_, have been transferred to BOKF, N.A., as Trustee (the "Trustee") under the Trust Indenture dated as of April 1, 2023, between the Trustee and The Industrial Development Authority of the City of University City.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture dated as of April 1, 2023 (the "Indenture"), between The Industrial Development Authority of University City, Missouri and BOKF, N.A., as trustee (the "Trustee").*

**THE MARKETS AT OLIVE COMMUNITY  
IMPROVEMENT DISTRICT**

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

cc: *Stifel, Nicolaus & Company, Incorporated*

**EXHIBIT C**

**PURCHASE CONTRACT**

[On file in the office of the City Clerk]

\$[\_\_\_\_\_]  
**The Industrial Development Authority  
of University City, Missouri  
Tax Increment and Special District Revenue Bonds  
(Markets at Olive Project)  
Series 2023A**

\_\_\_\_\_, 2023

**BOND PURCHASE AGREEMENT**

The Industrial Development Authority  
of University City, Missouri  
c/o City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130

City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130

The Markets at Olive Community Improvement  
District  
c/o Seneca Commercial Real Estate  
1401 Brentwood, Suite 625  
St. Louis, Missouri 63144

U. City, L.L.C.  
U. City TIF Corporation  
c/o Seneca Commercial Real Estate  
1401 Brentwood, Suite 625  
St. Louis, Missouri 63144

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to enter into this Bond Purchase Agreement (the “**Agreement**”) with (i) The Industrial Development Authority of University City, Missouri (the “**Authority**”), a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “**State**”), including the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri, as amended (the “**Act**”), (ii) the City of University City, Missouri, an incorporated political subdivision of the State (the “**City**”), (iii) The Markets at Olive Community Improvement District (the “**District**”), a community improvement district under the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “**CID Act**”) and U. City, L.L.C., a Missouri limited liability company and U. City TIF Corporation, a Missouri corporation (collectively, the “**Developer**”) to purchase all (but not less than all) of the Authority’s \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “**Bonds**”). This offer is made subject to acceptance thereof on or before 11:59 P.M. prevailing time in St. Louis, Missouri, or such other time as may be agreed to by the parties hereto, on the date hereof. Upon execution and delivery of this Agreement by the Authority, the City, the District and the Developer, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon each of you and the Underwriter. Terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture (as hereinafter defined).

The term “**Transaction Documents**” when used herein shall mean, individually and collectively, the following documents: this Agreement; the Indenture (as hereinafter defined); the Financing Agreement dated as of April 1, 2023 among the Authority, the City and the District (the “**Financing Agreement**”); the Authority Bond Resolution; the City Bond Ordinance; the District Bond Resolution; the District Project Agreement, the Continuing Disclosure Agreement dated as of April 1, 2023 among the City, the District

and BOKF, N.A., as dissemination agent (the “*Continuing Disclosure Agreement*”); the Redevelopment Agreement; the Tax Compliance Agreement; the TIF Ordinance; the Preliminary Official Statement, dated March [\_\_\_], 2023, used in connection with the offer of the Bonds (the “*Preliminary Official Statement*”); the Official Statement (as hereinafter defined); and any and all other documents or instruments which evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement, *provided, however*, that when the term “*Transaction Documents*” is used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds; Public Offering. On the basis of the respective representations, warranties and covenants contained herein and subject to the terms and conditions set forth herein and in the Indenture, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds at a purchase price of \$[\_\_\_\_\_] (which is equal to the aggregate principal amount of the Bonds [less [net] original issue discount of \$[\_\_\_\_\_] / plus [net] premium of \$[\_\_\_\_\_] and less an underwriting discount of \$[\_\_\_\_\_] ), plus accrued interest, if any. The Underwriter intends to make an initial bona fide public offering of all of the Bonds at prices no higher than, or yields not lower than, those set forth in Schedule I. The Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter agrees to notify the Authority of such changes, if such changes occur prior to Closing, but failure to so notify shall not invalidate such changes. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the principal amount thereof. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

The Authority, the City, the District and the Developer each acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Authority and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Authority, the City, the District and the Developer; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority, the City, the District or the Developer and has not assumed any advisory or fiduciary responsibility to the Authority, the City, the District or the Developer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority, the City, the District or the Developer on other matters); (iii) the only obligations the Underwriter has to the Authority, the City, the District or the Developer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Authority, the City, the District and the Developer have each consulted their own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

2. Description and Purpose of the Bonds. The Bonds have been authorized pursuant to the Act and the Authority Bond Resolution adopted on [\_\_\_\_\_] , 2023. The Bonds will be dated the date of delivery and will be issued and secured under and pursuant to the Trust Indenture, dated as of April 1, 2023 (the “*Indenture*”), by and between the Authority and BOKF, N.A., as trustee (the “*Trustee*”).

The net proceeds of the Bonds will be used by the Authority to (a) refund a portion of the City TIF Notes; (b) fund a debt service reserve fund for the Bonds; (c) fund capitalized interest on the Bonds; (d) pay \$368,000 to the City to fund costs associated with the RPA 2 redevelopment project; and (e) pay the

costs of issuance of the Bonds and the Authority's Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the "***Subordinate Notes***").

The Bonds and interest thereon do not constitute a debt or liability of the Authority, the City, the District, the State or any political subdivision thereof and do not constitute a pledge of the full faith and credit of the Authority, the City, the District, the State or any political subdivision thereof, but are payable solely from the funds provided for in the Indenture. The Authority has no taxing power.

The Bonds shall mature and shall bear interest as set forth in Schedule I attached hereto.

3. Official Statement. The Authority, the City, the District and the Developer consent to and ratify the use by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement in connection with the proposed offering of the Bonds. The Authority hereby deems the information contained in the Preliminary Official Statement under the captions "INTRODUCTION – The Authority", "THE AUTHORITY", and "ABSENCE OF LITIGATION – The Authority" to be "final" as of the date thereof. The City hereby deems the information contained in the Preliminary Official Statement under the captions "INTRODUCTION – The City", "THE CITY" and "ABSENCE OF LITIGATION – The City" to be "final" as of the date thereof. The District hereby deems the information contained in the Preliminary Official Statement under the captions "INTRODUCTION – The District", "THE DISTRICT", and "ABSENCE OF LITIGATION – The District" to be "final" as of the date thereof. The Developer hereby deems the information contained in all other sections of the Preliminary Official Statement to be "final" as of the date thereof, except for the omission of such information as is permitted by Rule 15c2-12 (the "***Rule***") of the U.S. Securities and Exchange Commission (the "***SEC***"), such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

The Authority hereby agrees to deliver to the Underwriter, within seven business days after the date hereof (but no later than two business days before the Closing Date), the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds are herein called the "***Official Statement***") executed on behalf of the Authority by a duly authorized representative in such quantity that the Underwriter may reasonably request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board ("***MSRB***") and the SEC. The Authority authorizes the Underwriter to file, to the extent required by applicable SEC or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with the MSRB's Electronic Municipal Market Access system or such other repositories approved from time to time by the SEC ("***EMMA***"). If an amended Official Statement is prepared in accordance with this Agreement and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Official Statement to EMMA.

The Preliminary Official Statement and/or the Official Statement shall be delivered to the Underwriter in word searchable portable document format as required by the rules of the MSRB.

4. Establishment of Issue Price. The Underwriter agrees to assist the Authority and Bond Counsel (defined below) in establishing the issue price of the Bonds, and the Underwriter shall execute and deliver at Closing an "issue price" or similar certificate (the "***Issue Price Certificate***"), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the

Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth in Schedule I hereto,] [T]he Authority will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Authority and Bond Counsel the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority and Bond Counsel the prices at which the Underwriter has sold to the public each maturity of Bonds. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date (defined below) may be at reasonable periodic intervals or otherwise upon the request of the Underwriter, the Authority or Bond Counsel.] For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “**Initial Offering Price**”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. [Schedule I also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the sale date; or
- (b) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.]

The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and any third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (x) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, [and (y) to comply



with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and]

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, [and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires].

The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, [including but not limited to the Hold-The-Offering-Price Rule, if applicable,] as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, [including but not limited to its agreement to comply with the Hold-The-Offering-Price Rule, if applicable,] as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, [including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable].

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(i) “*public*” means any person other than an underwriter or a related party,

(ii) “*underwriter*” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “*related party*” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “*sale date*” means the date of execution of this Agreement by each party.

5. Authority’s Representations, Warranties and Covenants. The Authority hereby represents, warrants and covenants to the Underwriter, the City, the District and the Developer as follows:

(a) Authorization to Enter into Transaction Documents. The Authority is and will be at Closing a public corporation, duly organized and existing under the Constitution and laws of the State with full legal right and power, (i) to issue, sell and deliver the Bonds in the manner contemplated by the Authority Bond Resolution, this Agreement and the Indenture, and (ii) to enter into and perform its obligations under the Transaction Documents.

(b) Authorization to Adopt Authority Bond Resolution. At the time of its adoption, the Authority had all necessary power and authority to adopt the Authority Bond Resolution. The members of the Board of Directors of the Authority have duly adopted the Authority Bond Resolution at a meeting duly called and held in accordance with applicable law and procedures of the Authority and the Act, and since that time the Authority Bond Resolution has not been rescinded, amended or modified.

(c) Preliminary Official Statement and Official Statement True and Correct. Except for information that is permitted to be omitted pursuant to the Rule, the information contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION – The Authority”, “THE AUTHORITY” and “ABSENCE OF LITIGATION – The Authority” does not and, as of the date of Closing, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(d) Official Action. Prior to the Closing, the Authority shall have taken all necessary action to be taken by it for: (i) the issuance, sale, and delivery of the Bonds upon the terms set forth herein; and (ii) the approval, execution, delivery, and receipt by the Authority of the Transaction Documents and any and all such other agreements and documents as may be required to be approved, executed, delivered, and received by the Authority in order to carry out, give effect to, and consummate the transactions contemplated hereby.

(e) Documents Legal, Valid and Binding. The Transaction Documents when executed, will have been duly authorized and delivered and will constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium, or other law or laws affecting the enforcement of creditors’ rights generally or against public corporations such as the Authority from time to time in effect and further subject to the availability of equitable remedies). When delivered to the Underwriter against payment therefor in accordance with the provisions of this Agreement, the Bonds will be duly authorized, executed, issued and delivered and will constitute the Authority’s legal, valid and binding limited obligations, enforceable in accordance with their terms (subject as to enforcement to any applicable bankruptcy,

reorganization, insolvency, moratorium, or other law or laws affecting the enforcement of creditors' rights generally or against public corporations such as the Authority from time to time in effect and further subject to the availability of equitable remedies).

(f) No Conflict or Breach. The Authority is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument. Neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under any applicable law, administrative regulation, judgment or decree or the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority (A) under the terms of any such law, administrative regulation, judgment or decree or (B) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(g) No Litigation. Except as otherwise set forth in the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or, to its knowledge, threatened against the Authority for which it has received service of process or other written notice, (i) which would restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the Authority or the entitlement of any officers of the Authority to their respective offices, or (iii) which could reasonably be expected to contest or have a material and adverse effect upon (A) the due performance by the Authority of this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby, (B) the validity or enforceability of the Bonds, this Agreement, the other Transaction Documents or any other agreement or instrument to which the Authority is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, or (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The Authority is not a party to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(h) No Default Under Transaction Documents. The execution and delivery by the Authority of the Transaction Documents and the other documents contemplated hereby to be executed and delivered by the Authority, and compliance with the provisions thereof, do not conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court, or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the Authority is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the Authority under the Transaction Documents.

(i) No Adverse Action. The Authority has not taken or omitted to take on or prior to the date hereof any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(j) Application of Bond Proceeds. The proceeds of the Bonds shall be used as provided in the Transaction Documents. The Authority shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) No Consents or Approvals Required. All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which could constitute a condition precedent to the performance by the Authority of its obligations under the Transaction Documents have been obtained.

(l) Securities Laws Cooperation. The Authority agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Authority shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Authority consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the Authority to withdraw such consent for cause by written notice to the Underwriter. The Underwriter shall pay all expenses and costs (including registration and filing fees and legal fees of counsel to the Underwriter) incurred in connection therewith.

(m) No Defaults. The Authority, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has been in default with respect to, any bonds, notes, or other obligations that it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(n) Authority Certificate. Any certificate signed by an authorized officer of the Authority and delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(o) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to subsection (p) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in subsection (c) of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(p) Subsequent Events. If between the date of the Official Statement and the Closing, the Authority becomes aware of any event which might or would cause the information in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall, at the expense of the Authority, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(q) Continuing Disclosure. The Authority has not previously entered into any undertaking to provide information under the Rule.

6. City's Representations, Warranties and Covenants. The City hereby represents, warrants and covenants to the Underwriter, the Authority, the District, and the Developer as follows:

(a) Authorization to Enter into Transaction Documents. The City is and will be at Closing an incorporated political subdivision of the State, duly organized and existing under the Constitution and laws of the State with full legal right and power to enter into and perform its obligations under the Transaction Documents.

(b) Authorization to Adopt City Bond Ordinance. At the time of its adoption, the City had all necessary power and authority to adopt the City Bond Ordinance. The members of the City Council have duly adopted the City Bond Ordinance at a meeting duly called and held in accordance with applicable law and procedures of the City, and since that time the City Bond Ordinance has not been rescinded, amended or modified.

(c) Preliminary Official Statement and Official Statement True and Correct. Except for information that is permitted to be omitted pursuant to the Rule, the information contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION – The City", "THE CITY" and "ABSENCE OF LITIGATION – The City" does not and, as of the date of Closing, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(d) Official Action. Prior to the Closing, the City shall have taken all necessary action to be taken by it for the approval, execution, delivery, and receipt by the City of the Transaction Documents and any and all such other agreements and documents as may be required to be approved, executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby.

(e) Documents Legal, Valid and Binding. The Transaction Documents when executed, will have been duly authorized and issued and will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium, or other law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(f) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument. Neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under any applicable law, administrative regulation, judgment or decree or the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (A) under the terms of any such law, administrative regulation, judgment or decree or (B) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(g) No Litigation. Except as otherwise set forth in the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or, to its knowledge, threatened against the City for which it has received service of process or other written notice, (i) which would restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the City or the entitlement of any officials of the City to their respective offices, or (iii) which could reasonably be expected to contest or have a material and adverse effect upon (A) the due performance by the City of this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby, (B) the validity or enforceability of this Agreement, the other Transaction Documents or any other agreement or instrument to which the City is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, or (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The City is not a party to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(h) No Default Under Transaction Documents. The execution and delivery by the City of the Transaction Documents and the other documents contemplated hereby to be executed and delivered by the City, and compliance with the provisions thereof, do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court, or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(i) Application of Bond Proceeds. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(j) No Consents or Approvals Required. All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which could constitute a condition precedent to the performance by the City of its obligations under the Transaction Documents have been obtained.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter. The Underwriter shall pay all expenses and costs (including registration and filing fees and legal fees of counsel to the Underwriter) incurred in connection therewith.

(l) No Loan Defaults. The City, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has been in default with respect to, any bonds, notes, or other obligations that it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(m) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to subsection (o) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in subsection (c) of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing, the City becomes aware of any event which might or would cause the information in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and Official Statement, during the past five years the City has complied with all of its previous continuing disclosure obligations under the Rule in all material respects.

7. District's Representations, Warranties and Covenants. The District hereby represents, warrants and covenants to the Underwriter, the Authority, the City and the Developer as follows:

(a) Authorization to Enter into Transaction Documents. The District is and will be at Closing a community improvement district and a political subdivision of the State created and existing under the laws of the State, with the power and authority set forth in the CID Act except as otherwise limited by the petition establishing the District, with the full legal right and power to enter into and perform its obligations under the Transaction Documents. The District has complied with, and is in compliance with, the CID Act.

(b) Authorization to Adopt CID Resolutions. On March [ ], 2023, the board of directors of the District duly adopted the District Bond Resolution at a meeting duly called and held in accordance with applicable law and procedures of the District, which resolutions authorized the District to enter into the transactions contemplated by the Official Statement and enter into the Transaction Documents. At the time of its adoption, the District had all necessary power and authority to adopt the District Bond Resolution and since that time the District Bond Resolution has not been rescinded, amended or modified.

(c) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and in the Official Statement under the captions "INTRODUCTION – The District", "THE DISTRICT", and "ABSENCE OF LITIGATION – The District" does not and, as of the date of Closing, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(d) Official Action. Prior to the Closing, the District shall have duly authorized all necessary action to be taken by it for the: (i) approval, execution, delivery and receipt by the District of the Transaction Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated hereby; (ii) distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Bonds, (iii) performance by the District of its obligations contained in the Transaction Documents, (iv) consummation by the District of all of the transactions contemplated hereby and by the Transaction Documents, (v) appropriation of the CID Portion of the District Sales Tax Revenues and the TIF Portion of the District Sales Tax Revenues to the payment of debt service on the Bonds during calendar year 2023, and (vi) pledge of the CID Portion of the District Sales Tax Revenues and the TIF Portion of the District Sales Tax Revenues to the repayment of Bonds, subject to annual appropriation.

(e) Documents Legal, Valid and Binding. The District shall, on or before the Closing, execute and deliver the applicable Transaction Documents and said Transaction Documents, when executed and delivered by the District and all of the other parties thereto, will be, and this Agreement is, the legal, valid and binding obligation of the District, enforceable against it in accordance with their applicable terms (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally or against political subdivisions such as the District from time to time in effect and further subject to the availability of equitable remedies).

(f) No Conflict or Breach. The District is not in breach of or default in any material respect under (i) its organizational documents, (ii) under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or (iii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under any such instrument. Neither the execution and delivery by the District of the Transaction Documents nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitute on the part of the District a breach of or a default under any applicable law, including, without limitation, the CID Act, administrative regulation, judgment or decree or the terms of any loan agreement, indenture, bond, note, resolutions, agreement or other instrument to which the District is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District (A) under the terms of any such law, administrative regulation, judgment or decree or (B) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(g) No Litigation. Except as otherwise set forth in the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body, pending and served or, to the District's knowledge, threatened against the District or its officers or directors, in their respective capacities as such for which it has received service of process or other written notice, or, to the best knowledge of the District, any basis therefor wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, (ii) the validity or enforceability in accordance with their respective terms of the Transaction Documents or any agreement or instrument to which the District is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or (iii) the



existence or powers of the District. The District is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(h) No Consents or Approvals Required. All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which could constitute a condition precedent to the performance by the District of its obligations under the Transaction Documents have been obtained.

(i) District Certificate. Any certificate signed by an authorized officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(j) Continuing Disclosure. The District will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual and semi-annual operating data and notices of the occurrence of certain events. The District has not previously entered into any undertaking to provide information under the Rule.

8. Developer's Representations and Warranties and Covenants. The Developer hereby represents, warrants and covenants to the Underwriter, the Authority, the City and the District as follows:

(a) Good Standing and Authority. (i) U. City, L.L.C. is a limited liability company validly existing under the laws of the State and has not been administratively dissolved under the laws of the State, is duly qualified to do business in the State and has all requisite power and authority to own and operate its properties and to carry on its business as now being conducted and (ii) U. City TIF Corporation is a corporation validly existing under the laws of the State and has not been administratively dissolved under the laws of the State, is duly qualified to do business in the State and has all requisite power and authority to own and operate its properties and to carry on its business as now being conducted.

(b) Documents Legal, Valid and Binding. The Developer has executed and delivered the applicable Transaction Documents and said Transaction Documents, when executed and delivered by the Developer and all of the other parties thereto, were and continue to be, and this Agreement is, the legal, valid and binding obligation of the Developer, enforceable against it in accordance with their applicable terms (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies).

(c) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and in the Official Statement (excluding the information under the captions "INTRODUCTION – The Authority", "INTRODUCTION – The City", "INTRODUCTION – The District", "THE AUTHORITY", "THE CITY", "THE DISTRICT", "PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS", "ABSENCE OF LITIGATION – The Authority", "ABSENCE OF LITIGATION – The City", "ABSENCE OF LITIGATION – The District" and "UNDERWRITING") does not and, as of the date of Closing, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(d) No Default. No event which would constitute a default or an event of default by the Developer under the Transaction Documents to which it is a party, or which, with notice or

lapse of time or both, would become such a default or event of default, has occurred and is continuing.

(e) No Litigation. There is not pending or, to the knowledge of the Developer, threatened any suit, action, litigation or proceeding at law or in equity, or any basis therefor, against the Developer before or by any judicial or administrative court or agency or other governmental authority, which would (i) adversely affect any of the transactions contemplated by any of the Transaction Documents, (ii) adversely affect the execution, issuance, delivery, validity or enforceability of any of the Transaction Documents; (iii) question the validity of any of the proceedings for the authorization, execution, or delivery of any of the Transaction Documents, (iv) question the organization, existence or powers of the Developer, or the title or authority of any of the officers of the Developer, or (v) question the power or authority of the Developer to execute any of the Transaction Documents.

9. Underwriter's Representations and Warranties. The Underwriter is a corporation duly organized, validly existing and in good standing under the laws of the State. The Underwriter has all requisite power and authority to enter into this Agreement, and this Agreement has been duly and validly authorized, executed and delivered by the Underwriter and constitutes the legal, valid and binding agreement of the Underwriter.

10. Closing. At 10:00 a.m. St. Louis, Missouri time, on the date of delivery or at such other time or such other date as shall have been mutually agreed upon by the Authority, the City, the District, the Developer and the Underwriter (the "**Closing Date**"), the Authority will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed by the Authority and authenticated by the Trustee together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the Authority immediately available funds payable to the order of the Authority in an amount equal to the purchase price set forth in Section 1 hereof.

Payment and delivery of the Bonds as aforesaid shall be made to the Trustee in St. Louis, Missouri or in New York, New York by transfer of immediately available funds or such other mutually agreeable arrangement. Such payment and delivery are herein referred to as the "**Closing**." The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"). The Bonds shall be delivered to DTC not less than two Business Days prior to the Closing and shall be available for delivery at DTC in accordance with DTC's settlement procedures, or, alternatively, delivered and held by the Trustee in accordance with DTC's FAST procedures for the benefit of DTC, at the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

11. Conditions to Closing. The Underwriter has entered into this Agreement in reliance upon the representations and agreements of the Authority, the City, the District and the Developer contained herein and the performance by the Authority, the City, the District and the Developer of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Agreement are and shall be subject to the following additional conditions:

(a) At the Closing Date, (i) the Transaction Documents shall have been authorized, executed and delivered, shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Authority, the City, the District and the Developer as applicable, which approval shall be deemed given by the acceptance of the Transaction Documents by the Underwriter at the Closing, (ii) the proceeds of

the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, and (iii) the Authority, the City, the District and the Developer shall have duly adopted and there shall be in full force and effect such ordinances or resolutions, as applicable, as, in the opinion of Gilmore & Bell, P.C. ("**Bond Counsel**"), counsel to the Underwriter, counsel to the Authority, counsel to the City, counsel to the District and counsel to the Developer shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Date, the Authority shall have executed the Bonds, the Authority and the Trustee shall have entered into the Indenture, and the Trustee shall have authenticated the Bonds.

(c) At or prior to the Closing Date, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) Bond Counsel Opinion. The approving opinion of Bond Counsel, dated the date of Closing, addressed to the Authority, the City, the Trustee and the Underwriter, in substantially the form attached as an appendix to the Official Statement.

(2) Bond Counsel Supplemental Opinion. The supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the Authority, the City, the District, the Trustee and the Underwriter as to the matters set forth on Exhibit B hereto and otherwise in form and substance satisfactory to the Underwriter, the Authority, the City and the District.

(3) Authority's Counsel Opinion. The opinion of Gilmore & Bell, P.C., counsel to the Authority, dated the date of Closing, addressed to the Authority, the City, the District, the Trustee and the Underwriter, with respect to the matters set forth on Exhibit C hereto and otherwise in form and substance satisfactory to the Underwriter and Bond Counsel.

(4) City's Counsel Opinion. The opinion of John F. Mulligan, Jr., Esq., counsel to the City, dated the date of Closing, addressed to the Authority, the City, Bond Counsel, the District, the Trustee and the Underwriter, with respect to the matters set forth on Exhibit D hereto and otherwise in form and substance satisfactory to the Underwriter and Bond Counsel.

(5) District's Counsel Opinion. The opinion of Cook & Riley, LLC, counsel to the District, dated the date of Closing, addressed to the Authority, the City, Bond Counsel, the District, the Trustee and the Underwriter, with respect to the matters set forth on Exhibit E hereto and otherwise in form and substance satisfactory to the Underwriter and Bond Counsel.

(6) Developer's Counsel Opinion. The opinion of Schott & Hamilton, LLC, counsel to the Developer, dated the date of Closing, addressed to the Authority, the City, Bond Counsel, the District and the Underwriter, with respect to the matters listed in Exhibit F hereto and otherwise in form and substance satisfactory to the Underwriter and Bond Counsel.

(7) Underwriter's Counsel Opinion. The opinion of Lewis Rice LLC, counsel to the Underwriter, dated the date of Closing, addressed to the Underwriter, with respect to

the matters listed in Exhibit G hereto and otherwise in form and substance satisfactory to the Underwriter.

(8) Transaction Documents. The Transaction Documents, duly executed by the parties thereto.

(9) Authority's Certificate. A certificate of the Authority, dated the date of Closing, signed by authorized officers of the Authority, to the effect that (A) all representations and warranties of the Authority contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (B) the Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, (C) no event affecting the Authority has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, (D) except as otherwise set forth in the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or, to its knowledge, threatened against the Authority for which it has received service of process or other written notice, (i) which would restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the Authority or the entitlement of any officers of the Authority to their respective offices, or (iii) which could reasonably be expected to contest or have a material and adverse effect upon (a) the due performance by the Authority of the Transaction Documents or the transactions contemplated thereby, (b) the validity or enforceability of the Bonds, the Transaction Documents or any other agreement or instrument to which the Authority is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, or (c) the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (E) such other matters as Bond Counsel or counsel to the Underwriter shall reasonably request.

(10) City's Certificate. A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, (D) except as otherwise set forth in the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or, to its knowledge, threatened against the City for which it has received service of process or other written notice, (i) which would restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the City or the entitlement of any officials of the City to their respective offices, or (iii) which could reasonably be

expected to contest or have a material and adverse effect upon (a) the due performance by the City of the Transaction Documents or the transactions contemplated thereby, (b) the validity or enforceability of the Transaction Documents or any other agreement or instrument to which the City is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, or (c) the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (E) such other matters as Bond Counsel or counsel to the Underwriter shall reasonably request.

(11) District's Certificate. A certificate of the District, dated the date of the Closing, signed by authorized officers of the District, to the effect that (A) all representations and warranties of the District contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (B) the District has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, (C) no event affecting the District has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending, or to the District's knowledge, threatened against the District to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the District or the title of any of its officers to their respective offices, and (E) such other matters as Bond Counsel or counsel to the Underwriter shall reasonably request.

(12) Developer's Certificate. A certificate of the Developer, dated the date of the Closing, signed by authorized officers of the Developer, to the effect that (A) all representations and warranties of the Developer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (B) the Developer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, (C) no event affecting the Developer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending, or to the Developer's knowledge, threatened against the Developer to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the Developer or the title of any of its officers to their respective offices, and (E) such other matters as Bond Counsel or counsel to the Underwriter shall reasonably request.

(13) Bonds. Specimen Bonds.

(14) Official Statement. The Official Statement executed and approved on behalf of the Authority by a duly authorized officer thereof.

(15) Certificates. Other certificates listed on a closing agenda to be approved by counsel to the Authority, counsel to the City, counsel to the District, Bond Counsel, counsel to the Underwriter, and counsel to the Developer, including any certificates or representations of the Authority required in order for Bond Counsel to deliver the opinion referred to above.

(16) Subordinate Notes. Subordinate Notes in the maximum principal amount of \$[\_\_\_\_\_], payable to the Purchaser of the Subordinate Notes, and a Letter of Representations executed by the Purchaser of the Subordinate Notes.

(17) Form 8038-G. A draft or completed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Bonds).

(18) Issue Price Certificate. The Issue Price Certificate executed by the Underwriter.

(19) City TIF Notes. The cancelled City TIF Notes.

(20) Other Closing Materials. Such additional legal opinions, certificates, proceedings, instruments, financing statements and other documents as Bond Counsel, counsel to the Underwriter, counsel to the Authority, counsel to the City, counsel to the District or counsel to the Developer may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

12. Right to Terminate.

(a) The Underwriter shall have the right to cancel its obligations to purchase the Bonds and to terminate this Agreement by written notice to the Authority, the City, the District and the Developer if, between the date hereof to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events (a "***Termination Event***") shall occur:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially and adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States (the "***Congress***") or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States (the "***President***") or a member of the President's cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with the effect of imposing federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity

or crisis; (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Act or the Transaction Documents, or any comparable securities of the Authority, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "*Securities Act*") or the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Authority, the City, the District or the Developer shall have occurred; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority, the City, the District or the Developer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(iii) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force; or

(iv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(v) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by executive order of the President; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Securities Exchange Act of 1934, as amended and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Authority, the City, the District, the Developer and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 15.

(b) The City shall have the right to terminate this Agreement if the Bonds are not purchased by the Underwriter for any reason on or prior to the Closing Date.

13. Conditions to the Authority's, the City's, the District's and the Developer's Obligations. The respective obligations of the Authority, the City, the District and the Developer hereunder are subject to the performance by the Underwriter of its obligations hereunder.

14. Survival of Representations, Warranties and Agreements. All of the Authority's, the City's, the District's and the Developer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Bonds pursuant to this Agreement. The agreements in this Section 14 and Sections 3, 15, 16, 18, 19, 20 and 21 hereof shall survive any termination of this Agreement.

15. Expenses. If the Bonds are sold to the Underwriter by the Authority on or prior to the Closing Date, the Authority shall pay out of the proceeds of the Bonds the following expenses incident to the performance of its obligations hereunder: (i) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Agreement) and up to 25 copies of each of the Preliminary Official Statement; (ii) the cost of the preparation of the Official Statement, together with up to 25 copies of each of the Official Statement; (iii) the cost of preparation and printing of the definitive Bonds; (iv) the fees and disbursements of Bond Counsel, the Trustee and its counsel, Underwriter's counsel, the Authority and counsel to the Authority, the City and counsel to the City, the District's counsel and the Developer's counsel; (v) the Underwriter's underwriting fee; (vi) the Underwriter's charge for cost of funds, DTC, Ipreo, Lumesis report and CUSIP fees; and (v) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this Section 15.

If the Bonds are sold to the Underwriter by the Authority on or prior to the Closing Date, the Authority shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

The Underwriter shall pay: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) filing fees in connection with the "Blue Sky" registration of the Bonds; and (iii) all travel, entertainment, postage, photocopying, telephone, fax, computer, word processing and other similar expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.



16. Amendments to Official Statement. If, after the date of this Agreement and until the earlier of (i) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty five (25) days following the end of the underwriting period, an event relating to or affecting the Authority, the City, the District or the Developer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or counsel to the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the Authority, the City, the District and the Developer (as appropriate) will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the party who had supplied the information being amended or supplemented. For the purpose of this Section, the Authority, the City, the District and the Developer will furnish to the Underwriter such information with respect to each of themselves, respectively, as the Underwriter may from time to time reasonably request.

17. Third Party Beneficiary. The Authority, the City, the District and the Developer each agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the Authority, the City, the District or the Developer in the Transaction Documents, to the same effect as if such parties had made such representations and warranties to the Underwriter in this Agreement.

18. Notices. Any notice or other communication to be given to the Authority, the City, the District or the Developer under this Agreement may be given by delivering the same in writing at their respective addresses set forth above, and any notice or other communications to be given to the Underwriter under this Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated  
One Financial Plaza  
501 North Broadway, 10<sup>th</sup> Floor  
St. Louis, Missouri 63102  
Attention: Director of Public Finance

19. Successors. This Agreement is made for the benefit of the Authority, the City, the District, the Developer and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any rights hereunder or by virtue hereof. The Authority, the City, the District and the Developer may not assign this Agreement.

20. Survival. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds and any termination of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

22. Effectiveness. This Agreement shall become effective upon your acceptance hereof.

23. No Israel Boycott. By entering into this Agreement, the Underwriter and the Developer each certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter and Developer each understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

25. Electronic Transactions. The arrangements described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, facsimiles, electronic files and other reproductions of this Agreement and other original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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Very truly yours,

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**

By: \_\_\_\_\_  
Authorized Officer

Executed as of \_\_\_\_\_.

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**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
UNIVERSITY CITY, MISSOURI**

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

Name: \_\_\_\_\_

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

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**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**THE MARKETS AT OLIVE  
COMMUNITY IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**U. CITY, L.L.C.**

By: CRG Services Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
Manager

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**U. CITY TIF CORPORATION**

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
President

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SCHEDULE I  
TO  
BOND PURCHASE AGREEMENT

Maturity Schedule

\$\_[\_\_\_\_\_]

**The Industrial Development Authority  
of University City, Missouri  
Tax Increment and Special District Revenue Bonds  
(Markets at Olive Project)  
Series 2023A**

[INSERT]

EXHIBIT A  
TO  
BOND PURCHASE AGREEMENT

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$[\_\_\_\_\_]  
**The Industrial Development Authority  
of University City, Missouri  
Tax Increment and Special District Revenue Bonds  
(Markets at Olive Project)  
Series 2023A**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“*Stifel*”), as the underwriter of the above-described bonds (the “*Bonds*”), being issued on the date of this Certificate by The Industrial Development Authority of University City, Missouri (the “*Authority*”), certifies and represents as follows:

1. **Bond Purchase Agreement.** On [\_\_\_\_\_], 2023 (the “*Sale Date*”), Stifel, the Authority and certain other parties entered into a Bond Purchase Agreement (the “*Bond Purchase Agreement*”) providing for the purchase of the Bonds by Stifel.

2. **Receipt for Bonds.** Stifel acknowledges receipt on this date of the Bonds, consisting of fully-registered Bonds numbered from R-1 consecutively upward, and consisting of one fully-registered Bond dated the date hereof for each maturity date of the Bonds, in authorized denominations of \$5,000 or integral multiples thereof. Each of said Bonds has been signed by the manual signature of the [\_\_\_\_\_] of the Authority and attested by the manual signature of [\_\_\_\_\_] of the Authority, and has been authenticated by the manual signature of an authorized signatory of BOKF, N.A., as bond registrar.

3. **Compliance with Bond Purchase Agreement.** Stifel acknowledges that the conditions to closing set forth in Section 11 of the Bond Purchase Agreement have been satisfied (except to the extent it has waived in writing for purposes of closing, or consented to modification in writing of, certain provisions thereof). Nothing contained herein shall affect Stifel’s right under the Bond Purchase Agreement, and Stifel retains the right, to (i) require future performance, upon reasonable written notice, of any condition to closing set forth in Section 11 of the Bond Purchase Agreement that has not been satisfied (and previously acknowledged in writing by the parties to the Bond Purchase Agreement prior to closing) and (ii) amend the Official Statement in accordance with Section 16 of the Bond Purchase Agreement.

4. **Issue Price.**

(a) *Initial Offering Price.* As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of each such Maturity of the Bonds was sold to the Public is the respective price listed on Schedule A attached hereto. [*Initial Offering Price of the General Rule Maturities.* As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed on Schedule A attached hereto.]

(b) *Public Offering.* On or before the Sale Date, Stifel offered all the Bonds to the Public at the offering price or prices listed on Schedule A (the “*Initial Offering Prices*”). A copy of the pricing wire

or equivalent communication for the Bonds is attached to this Certificate as Schedule B. [ (c) *Initial Offering Price of the Hold-the-Offering-Price Maturities*. (i) On or before the Sale Date, Stifel offered the Hold-the-Offering-Price Maturities to the Public at the respective initial offering prices listed on Schedule A (the “**Initial Offering Prices**”). (ii) As set forth in the Bond Purchase Agreement, Stifel has agreed in writing that (A) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (B) any selling group agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

(c) [(d)] *Defined Terms*.

(i) [“**General Rule Maturities**” means those Maturities of the Bonds listed on Schedule A hereto as the “General Rule Maturities.”]

(ii) [“**Hold-the-Offering-Price Maturities**” means those Maturities of the Bonds listed on Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(iii) [“**Holding Period**” means with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(iv) “**Maturity**” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(v) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(vi) “**Underwriter**” means (A) any person that agrees pursuant to a written contract with the Authority (or with Stifel to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Compliance Agreement dated as of April 1, 2023 by and between the Authority and the BOKF, N.A. and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., St. Louis, Missouri, as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax

purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Bonds.

DATED: \_\_\_\_\_, 2023.

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**  
as underwriter of the above-described Bonds

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

By: \_\_\_\_\_  
Managing Director – Municipal Syndicate

SCHEDULE A  
TO  
UNDERWRITER'S RECEIPT FOR BONDS AND ISSUE PRICE CERTIFICATE

**Actual Sales at Single Price of 10% of Each Maturity as of Closing Time**

**[Sale Prices of the General Rule Maturities and  
Initial Offering Prices of the Hold-the-Offering-Price Maturities]**

*(Attached)*

SCHEDULE B  
TO  
UNDERWRITER'S RECEIPT FOR BONDS AND ISSUE PRICE CERTIFICATE

**Pricing Wire or Equivalent Communication**

*(Attached)*

EXHIBIT B  
TO  
BOND PURCHASE AGREEMENT

SUPPLEMENTAL BOND COUNSEL OPINION MATTERS

1. The Bonds are exempt from registration under the Securities Act of 1933, as amended.
2. The Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

In providing the statement of belief set forth in the paragraph immediately below, reference is made to the Preliminary Official Statement and the Official Statement related to the Bonds. In connection with rendering legal advice to the Authority, we reviewed the information contained in the Preliminary Official Statement and the Official Statement and certain other documents and have participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Preliminary Official Statement and the Official Statement, and we have not undertaken to verify independently any of such factual matters. We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement and the Official Statement and we make no representation that we have undertaken to independently verify the accuracy, completeness or fairness of such statements.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, nothing has come to our attention which leads us to believe that the Preliminary Official Statement, except for the offering price(s), interest rate(s), selling compensation, aggregate principal amount, delivery dates, ratings, and other terms of the Bonds depending on such matters, or the Official Statement, as of their respective dates and as of the date hereof, under the captions “THE SERIES 2023A BONDS” (except under the subcaption “– Book-Entry Only System”), “SUBORDINATE NOTES”, “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS” and “TAX MATTERS” contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to (i) any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any Appendix thereto, (ii) disclosures provided by the Underwriter, or (iii) information concerning the Depository Trust Company and the book-entry system for the Bonds.

EXHIBIT C  
TO  
BOND PURCHASE AGREEMENT

AUTHORITY'S COUNSEL OPINION MATTERS

1. The Authority is a public corporation duly organized and validly existing under the Constitution and laws of the State and has the authority to issue the Bonds and enter into the Transaction Documents to which it is a party.

2. The Transaction Documents to which the Authority is a party have each been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreement of the Authority, enforceable against it in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting creditors' rights and remedies generally or against municipalities such as the Authority, by general equitable principles (regardless of whether considered in a proceeding in equity or at law). The use of the Preliminary Official Statement and the Official Statement by the Underwriter has been duly approved by the Authority.

3. The execution and delivery by the Authority of the Transaction Documents to which the Authority is a party, and compliance with the provisions thereof by the Authority under the circumstances contemplated thereby, do not and will not conflict with or constitute a breach of or default under any indenture or other agreement or instrument to which the Authority is a party or any regulation, court order or consent decree to which the Authority is subject.

4. To our knowledge (other than any approval that might be required under the securities laws of the United States of America or the securities or blue sky laws of any state, as to which we express no opinion) (i) no approval, consent, proceeding, authorization or resolution by the Authority is required in connection with the transactions contemplated by the Transaction Documents and (ii) no consents or waivers from third parties are required in connection with the transactions contemplated by the Transaction Documents, other than, with respect to each of the matters specified in (i) and (ii) above, those which have previously been obtained or acquired.

5. Based on our review and examination of the Preliminary Official Statement and the final Official Statement and our knowledge as counsel to the Authority, nothing has come to our attention that leads us to reasonably believe that the information in the Preliminary Official Statement as of the date thereof, or the Official Statement as of the date thereof, under the captions "INTRODUCTION – The Authority", "THE AUTHORITY" and "ABSENCE OF LITIGATION – The Authority" contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, taken as a whole, not misleading (it being understood that I express no belief or opinion with respect to (i) any financial, numerical or statistical information included with or set forth in the Preliminary Official Statement or the Official Statement or omitted therefrom, or (ii) any estimates, projections, assumptions or expressions of opinion set forth in the Preliminary Official Statement or the Official Statement.



EXHIBIT D  
TO  
BOND PURCHASE AGREEMENT

CITY'S COUNSEL OPINION MATTERS

1. The City is an incorporated political subdivision of the State, and is authorized under the Constitution and laws of the State to enter into the Transaction Documents to which it is a party.

2. The Transaction Documents to which the City is a party have each been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreement of the City, enforceable against it in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting creditors' rights and remedies generally or against municipalities such as the City, by general equitable principles (regardless of whether considered in a proceeding in equity or at law). The use of the Preliminary Official Statement and the Official Statement by the Underwriter has been duly approved by the City.

3. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court, public board or body, pending to which the City has been served with process or other official notice or of which I am aware, or to my knowledge, threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Official Statement or the validity of the Bonds or the Transaction Documents to which the City is a party.

4. The execution and delivery by the City of the Transaction Documents to which the City is a party, and compliance with the provisions thereof by the City under the circumstances contemplated thereby, do not and will not conflict with or constitute a breach of or default under any indenture or other agreement or instrument to which the City is a party or any regulation, court order or consent decree to which the City is subject.

5. To my knowledge (other than any approval that might be required under the securities laws of the United States of America or the securities or blue sky laws of any state, as to which we express no opinion) (i) no approval, consent, proceeding, authorization or resolution by the City is required in connection with the transactions contemplated by the Transaction Documents and (ii) no consents or waivers from third parties are required in connection with the transactions contemplated by the Transaction Documents, other than, with respect to each of the matters specified in (i) and (ii) above, those which have previously been obtained or acquired.

6. Based on my review and examination of the Preliminary Official Statement and the final Official Statement and my knowledge as counsel to the City, nothing has come to my attention that leads me to reasonably believe that the information in the Preliminary Official Statement as of the date thereof, or the Official Statement as of the date thereof, under the captions "INTRODUCTION – The City", "THE CITY" and "ABSENCE OF LITIGATION – The City" contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, taken as a whole, not misleading (it being understood that I express no belief or opinion with respect to (i) any financial, numerical or statistical information included with or set forth in the Preliminary Official Statement or the Official Statement or omitted therefrom, or (ii) any estimates, projections, assumptions or expressions of opinion set forth in the Preliminary Official Statement or the Official Statement.

EXHIBIT E  
TO  
BOND PURCHASE AGREEMENT

DISTRICT'S COUNSEL OPINION MATTERS

1. The District has been duly organized and is validly existing as a community improvement district under the laws of the State and is authorized under the CID Act to enter into the Transaction Documents to which it is a party.

2. The District Sales Tax has been validly levied by the District and is a valid and enforceable sales tax pursuant to the CID Act and is in full force and effect.

3. The Transaction Documents to which the District is a party have each been duly authorized, executed and delivered by the District and constitute the legal, valid and binding agreement of the District, enforceable against it in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting creditors' rights and remedies generally or against political subdivisions such as the District from time to time in effect, by general equitable principles (regardless of whether considered in a proceeding in equity or at law) including, without limitation, the exercise of judicial discretion in connection with any grant of specific performance.

4. To our knowledge, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, public board or body, pending to which the District has been served with process or other official notice or of which we are aware, or to our knowledge, threatened against the District, wherein an unfavorable decision, ruling or finding would materially adversely affect the existence of the District, the validity of its sales tax, or the ability of the District to perform its obligations under the Transaction Documents to which the District is a party.

5. The execution and delivery by the District of the Transaction Documents to which the District is a party, and compliance with the provisions thereof by the District under the circumstances contemplated thereby, do not and will not conflict with or constitute a breach of or default under any indenture or other agreement or instrument to which the District is a party or any regulation, court order or consent decree to which the District is subject.

6. To our knowledge (other than any approval that might be required under the securities laws of the United States of America or the securities or blue sky laws of any state, as to which we express no opinion) (i) no approval, consent, proceeding, authorization or resolution by the District is required in connection with the transactions contemplated by the Transaction Documents and (ii) no consents or waivers from third parties are required in connection with the execution, delivery and performance by the District of its obligations under the Transaction Documents, other than, with respect to each of the matters specified in (i) and (ii) above, those which have previously been obtained or acquired.

7. We have participated as counsel for the District in the preparation and review of the Preliminary Official Statement and the Official Statement with respect to the disclosures regarding the District. In the course of our representation nothing has come to our attention that causes us to believe that the information in the Preliminary Official Statement as of its date and the Official Statement as of its date and the date hereof under the captions "INTRODUCTION – The District", "THE DISTRICT" and "ABSENCE OF LITIGATION – The District" contains any untrue statement of a material fact or omits to state any material

fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

EXHIBIT F  
TO  
BOND PURCHASE AGREEMENT

DEVELOPER'S COUNSEL OPINION MATTERS

1. U. City, L.L.C. (the “*Developer LLC*”) is a duly organized and validly existing limited liability company organized under the laws of the State of Missouri and is in good standing in the State of Missouri. The Developer LLC has the power and authority to own its properties and to enter into, deliver, and perform its obligations under the Redevelopment Agreement, the District Project Agreement and the Bond Purchase Agreement.

2. U. City TIF Corporation (the “*Developer Corporation*” and, together with the Developer LLC, the “*Developers*”) is a duly organized and validly existing corporation organized under the laws of the State of Missouri and is in good standing in the State of Missouri. The Developer Corporation has the power and authority to own its properties and to enter into, deliver, and perform its obligations under the Redevelopment Agreement, the District Project Agreement and the Bond Purchase Agreement.

3. All necessary action required to be taken by each of the Developers to authorize the execution, delivery, and performance of the Redevelopment Agreement, the District Project Agreement and the Bond Purchase Agreement has been duly taken. The Redevelopment Agreement, the District Project Agreement and the Bond Purchase Agreement have each been duly executed and delivered by each of the Developers and each constitutes a valid and binding obligation of each of the Developers, enforceable against each of the Developers in accordance with their respective terms.

3. The execution and delivery by the Developers of the Redevelopment Agreement, the District Project Agreement and the Bond Purchase Agreement did not (a) violate any provision of the Articles of Organization or Operating Agreement of the Developer LLC, (b) violate any provision of the Articles of Incorporation or Bylaws of the Developer Corporation (c) to our knowledge violate any law or regulation directly applicable to either of the Developers which could reasonably be expected to have a material adverse effect with respect to either of the Developers, (d) to our knowledge violate any judgment or order of any court, administrative agency or other governmental authority which could reasonably be expected to have a material adverse effect with respect to either of the Developers, or (e) to our knowledge materially conflict with, or result in the material breach of, or constitute a material default under, any indenture, mortgage, deed of trust, loan agreement, sale agreement, lease or other instrument to either or both of the Developers is a party or by which either or both is bound.

4. We have participated as counsel for the Developers in the preparation and review of the Preliminary Official Statement and the Official Statement with respect to the disclosures regarding the Developers. In the course of our representation nothing has come to our attention that causes us to believe that the information in the Preliminary Official Statement as of its date and the Official Statement as of its date and the date hereof under the caption “THE MARKETS AT OLIVE” contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

EXHIBIT G  
TO  
BOND PURCHASE AGREEMENT

UNDERWRITER'S COUNSEL OPINION MATTERS

1. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

2. The Continuing Disclosure Agreement complies with the requirements of Rule 15c2-12(b)(5) promulgated pursuant to the Securities Exchange Act of 1934, as amended, in effect as of the date hereof.

In accordance with our understanding with you, we have rendered legal advice and assistance to you in the course of your investigation with respect to the Preliminary Official Statement and the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal documents and proceedings, including the City's past compliance with its continuing disclosure undertakings. We also participated in conferences with your representatives and those of the Authority, the City, the District and the Developer and certain other persons involved in the preparation of the information contained in the Preliminary Official Statement and the Official Statement during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed.

Although we express no opinions regarding the Preliminary Official Statement or Official Statement, at your request, we advise you that, in the course of rendering such assistance, and although we have not undertaken to independently verify and assume no responsibility for the accuracy, completeness, fairness or sufficiency of the information in the Preliminary Official Statement or the Official Statement, nothing has come to our attention that leads us to reasonably believe that the information in the Preliminary Official Statement as of the date thereof, or the Official Statement as of the date thereof, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, taken as a whole, not misleading (it being understood that we express no belief or opinion with respect to (i) any financial, numerical or statistical information included with or set forth in the Preliminary Official Statement or the Official Statement or omitted therefrom, (ii) any estimates, projections, assumptions or expressions of opinion set forth in the Preliminary Official Statement or the Official Statement, and (iii) information with respect to matters set forth in the Preliminary Official Statement or Official Statement under the captions "THE SERIES 2023A BONDS – Book-Entry Only System", "PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS", "TAX MATTERS" and "Appendix B – Market Analysis and Revenue Study".

**EXHIBIT D**

**CONTINUING DISCLOSURE AGREEMENT**

[On file in the office of the City Clerk]

## CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated as of April 1, 2023 (the “*Disclosure Agreement*”), is executed and delivered by and among the City of University City, Missouri (the “*City*”), the Markets at Olive Community Improvement District (the “*District*”) and BOKF, N.A., as dissemination agent (the “*Dissemination Agent*”).

### RECITALS

1. This Disclosure Agreement is executed and delivered in connection with the issuance by The Industrial Development Authority of University City, Missouri (the “*Authority*”) of its \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “*Bonds*”), pursuant to a Trust Indenture dated as of April 1, 2023 by and between the Authority and BOKF, N.A., as trustee (the “*Indenture*”).

2. The City, the District and the Dissemination Agent are entering into this Disclosure Agreement for the benefit of the Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with Rule 15c2-12 of the Securities and Exchange Commission. The City and the District are the only “obligated persons” (as defined by the herein defined Rule) with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City, the District and the Dissemination Agent covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Beneficial Owner*” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Developer*” means U. City, L.L.C. and U. City TIF Corporation or their successors or assignees, as provided in the Acknowledgement of Developer attached as Exhibit D hereto.

“*Dissemination Agent*” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and the District.

“*District Annual Report*” means any annual report filed by the District pursuant to, and as described in, Section 2(a) of this Disclosure Agreement.

“*District Fiscal Year*” means the 12-month period beginning on July 1 and ending on June 30 or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“*District Semi-Annual Information*” means the information related to the District and its revenue necessary to complete the applicable District Semi-Annual Report.

**“District Semi-Annual Report”** means any District Semi-Annual Report filed pursuant to, and as described in, Section 2(b) of this Disclosure Agreement and containing the information set forth in Exhibit A hereto.

**“District Semi-Annual Report Date”** means each January 1 and July 1, commencing July 1, 2024.

**“EMMA”** means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org) or such other website(s) as may be designated by the MSRB from time to time.

**“Financial Obligation”** means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

**“Material Events”** means any of the events listed in Section 3(a) or Section 3(b), of this Disclosure Agreement.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

**“Participating Underwriter”** means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**“Rule”** means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

## **Section 2. Provision of Annual Reports and Semi-Annual Reports.**

### **(a) District Annual Report.**

(i) The District shall, or shall cause the Dissemination Agent to, file with the MSRB, through EMMA, not later than 210 days following the end of each of the District’s Fiscal Years, commencing with the District Fiscal Year ending June 30, 2023, the District’s financial statements (which may or may not be audited) for the prior District Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. The financial statements may be included by specific reference to other documents, including official statements of debt issues with respect to which the District is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The District shall clearly identify each such other document so included by reference. If financial statements are not available by the time the District Annual Report is required to be filed pursuant to this Section, either (A) the District Annual Report shall contain the financial statements in a format similar to the financial statements filed by the District with the MSRB, through EMMA, for the preceding year, and the final financial statements shall be filed in the same manner as the District Annual Report promptly after



they become available, or (B) the District shall promptly send a notice of the failure of the District to include financial statements in the District Annual Report, which notice shall be sent, or caused to be sent, by the District to the MSRB, through EMMA, not later than **10** business days following the deadline for providing the District Annual Report set forth above.

(ii) The District Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section (a). If the District's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under Section 3.

(iii) Not later than **5** Business Days before the date specified in subsection (i) for providing the District Annual Report to the MSRB, the District shall either (A) provide the District Annual Report to the Dissemination Agent, with written instructions to file the District Annual Report as specified in subsection (i), or (B) provide written notice to the Dissemination Agent that the District has filed the District Annual Report with the MSRB (or will do so prior to the deadline specified in subsection (i)).

(iv) If the Dissemination Agent has not received a District Annual Report with filing instructions or a written notice from the District that it has filed such annual report with the MSRB by the date specified in subsection (i), the Dissemination Agent shall send a notice in a timely manner to the MSRB in substantially the form attached as Exhibit B.

(v) The Dissemination Agent shall, unless the District has filed the District Annual Report with the MSRB, promptly following receipt of such report and instructions required in subsection (ii) above, file the District Annual Report with the MSRB and file a report with the District certifying that the District Annual Report has been filed pursuant to this Disclosure Agreement, stating the date it was filed with the MSRB.

(vi) The Dissemination Agent shall send notice to the District, no later than January 1 of each year, commencing January 1, 2024, of the District's obligation to provide to the Dissemination Agent the information required in subsection (i).

(b) District Semi-Annual Information.

(i) The District shall provide, or shall cause the Trustee to provide, the District Semi-Annual Information as shown on Exhibit A to the Dissemination Agent not later than **5** Business Days before the applicable District Semi-Annual Report Date. The Dissemination Agent shall provide the District Semi-Annual Report to the MSRB within **5** Business Days after receipt of all the information necessary to complete the applicable District Semi-Annual Report. Notwithstanding the foregoing, the District's obligation to provide the information under item 6 of the District Semi-Annual Report is contingent on the District being provided such information by the Developer on a timely basis. If the District is not provided such information, the District shall include the following under item 6: "Business information unavailable".

(ii) The Dissemination Agent shall send notice to the District, no later than 30 days prior to each District Semi-Annual Report Date each year, of the District's obligation to provide to the Dissemination Agent the District Semi-Annual Information.

(iii) If the Dissemination Agent shall not have received the District Semi-Annual Information by the District Semi-Annual Report Date, the Dissemination Agent shall so notify the MSRB within 5 Business Days following the District Semi-Annual Report Date. Such notice shall be in substantially the form attached hereto as Exhibit C.

(c) Dissemination Agent Obligations.

(i) Following receipt of the applicable information set forth in subsections (a) and (b) above, and to the extent that the District has received the necessary information required by item 6 of the District Semi-Annual Report from the Developer (and if the Developer has not provided the necessary information, the District Semi-Annual Report shall include a statement indicating that such information has been requested and that the District Semi-Annual Report will be supplemented if and when such information is received), the Dissemination Agent shall file the District Annual Report, and shall receive and compile the District Semi-Annual Information and file the District Semi-Annual Report, with the MSRB on or prior to each District Semi-Annual Report Date.

(ii) The Dissemination Agent shall provide the City, the District and the Trustee (if the Trustee is not the Dissemination Agent) written confirmation that the District's Annual Report and the District Semi-Annual Report was provided to the MSRB in accordance with subsection (i).

(iii) The District Annual Reports and the District Semi-Annual Reports shall each be provided to the MSRB in such manner and format as prescribed by the MSRB.

**Section 3. Reporting of Material Events.**

(a) No later than 10 Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;

- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
  - (11) rating changes;
  - (12) bankruptcy, insolvency, receivership or similar event of the City;
  - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
  - (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect bondholders, if material; or
  - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.
- (b) No later than 10 Business Days after the occurrence of the following event, the District shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:
- (1) the bankruptcy, insolvency, receivership or similar event of the District;
  - (2) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect bondholders, if material; or
  - (3) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.
- (c) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Authorized City Representative or the individual indicated in Section 10 hereof to receive notices on behalf of the District, as applicable, or such other person as the City or the District shall designate in writing to the Dissemination Agent from time to time, and request that the City or the District, as applicable, promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (e). If in response to a request under this subsection (c), the City or the District, as applicable, determines that the event does not constitute a Material Event, the City or the District, as applicable, shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent whether or not to report the occurrence pursuant to subsection (e).
- (d) Whenever the City or the District obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (c) or otherwise, the City or the District, as applicable, shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (e).

- (e) If the Dissemination Agent receives written instructions from the City or the District to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City and the District. If the Indenture provides that notice of the Material Event described in subsection (a)(8) be provided to the registered owners of affected Bonds, then notwithstanding the foregoing requirements of this subsection, notice of the Material Event need not be given under this subsection any earlier than the notice of the underlying event provided under the Indenture.

**Section 4. Termination of Reporting Obligation.** Except as otherwise provided herein, the obligations of the City and the District under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the obligations of the City or the District under this Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City or the District, as applicable, and the City or the District, as applicable, shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City or the District, as applicable, shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

**Section 5. Dissemination Agents.** The City shall, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out the obligations of the City and the District under this Disclosure Agreement, and may discharge any such Dissemination Agent, but only if a successor Dissemination Agent is appointed by the City. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City and the District and the City shall appoint a successor. If no successor is appointed by the effective date of resignation, the Dissemination Agent, at the cost of the City, may petition a court of competent jurisdiction for the appointment of a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the District Annual Report, or the Semi-Annual Report) prepared by, or based on information provided by, the City, the District or the Developer pursuant to this Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the City, the District and the Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City, the District and the Dissemination Agent with its written opinion that the undertakings of the City and the District contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment or waiver in the next District Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under Section 3, and (2) the District Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the City or the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any District Annual Report, District Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the City or the District chooses to include any information in any annual report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Agreement, neither the City nor the District shall have any obligation under this Disclosure Agreement to update such information or include it in any future annual report or notice of occurrence of a Material Event.

**Section 8. Default.** If the City, the District or the Dissemination Agent fails to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City the District or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture, the Redevelopment Agreement or the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the City the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The obligations of the City and the District under this Disclosure Agreement shall survive the resignation or removal of the Dissemination Agent and payment of the Bonds. The District or its successors or assigns shall pay or cause to be timely paid, the fees, charges and expenses of the Dissemination Agent in connection with the performance of its duties under this Disclosure Agreement, and, to the extent permitted by law, the City and the District agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be responsible for the District's failure to submit a complete District Annual Report or District Semi-Annual Report, as applicable, to the MSRB. The Dissemination Agent is not responsible for ensuring the compliance with any rule or regulation of the City, the District or the Participating Underwriter in connection with the filing of information herein but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City or the District.

**Section 10. Notices.** Any notices or communications to or among any of the parties to this Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or by confirmed electronic mail, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

**To the City:** City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attention: City Manager  
E-mail: grose@ucitymo.org

**To the District:** The Markets at Olive Community Improvement District

c/o Seneca Commercial Real Estate  
1401 Brentwood, Suite 625  
St. Louis, Missouri 63144  
Attention:  
E-mail:

**To the Dissemination Agent:** BOKF, N.A.  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department  
Facsimile:

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

**Section 11. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the City, the District, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 12. Severability.** If any provision in this Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 13. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15. Governing Law.** This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

*Signatures appear on the following pages*

**IN WITNESS WHEREOF**, the City, the District and the Dissemination Agent have caused this Disclosure Agreement to be executed as of the day and year first above written.

**CITY OF UNIVERSITY CITY, MISSOURI**

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

**THE MARKETS AT OLIVE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Title: Chair



**BOKF, N.A.**  
as Dissemination Agent

By: \_\_\_\_\_  
Title: Authorized Officer

**EXHIBIT A**

**FORM OF DISTRICT SEMI-ANNUAL REPORT**

This report is prepared and delivered pursuant to the Continuing Disclosure Agreement (the “Agreement”) dated as of April 1, 2023 by and among the City of University City, Missouri (the “City”), The Markets at Olive Community Improvement District (the “District”) and BOKF, N.A. as dissemination agent, entered into in connection the issuance by the Industrial Development Authority of University City, Missouri of its \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “Bonds”). The Bonds were offered pursuant to an Official Statement dated March [\_\_], 2023 (the “Official Statement”). Capitalized words used in this District Semi-Annual Report and not defined herein have the meanings given such terms in the Official Statement.

Date of District Semi-Annual Report: \_\_\_\_\_, 20\_\_.  
Semi-Annual Reporting Period from [April 1]  
[December 1], 20\_\_ [date of issuance of the Bonds] to  
[May 31] [November 30], 20\_\_

1. The principal amount of Bonds redeemed since the last filed District Semi-Annual Report, by maturity, is:

Maturity Date: \_\_\_\_\_ \$ \_\_\_\_\_

2. The aggregate principal amount of Bonds redeemed since the date of issuance of the Bonds, by maturity, is:

Maturity Date: \_\_\_\_\_ \$ \_\_\_\_\_

3. The amount on deposit in the Series 2023A Account of the Debt Service Reserve Fund is \$\_\_\_\_\_.

4. The following are the amounts by month of Net Revenues deposited into the Revenue Fund since the last filed District Semi-Annual Report, or in the case of the first Semi-Annual Report, the date of issuance of the Bonds\*:

<b>Month</b>	<b>PILOTS Account</b>	<b>EATS Account</b>	<b>District Revenues Account</b>	<b>Monthly Total</b>
[Month]	\$	\$	\$	\$
[Month]				
[Month]				
[Month]				
[Month]				
[Month]				
<b>Total</b>	\$	\$	\$	\$

\* Until such time as the updated table in item 5 below shows there are at least six open retail businesses in the District, the table in this item 4 will only include Net Revenues information in the Monthly Total column.

5. The following is an updated table under the heading “THE MARKETS AT OLIVE – Business Information” in the Official Statement showing the businesses located in RPA 1 / the District as of the last day of the Semi-Annual Reporting Period referenced above: [if there is no change to the information in the table under the heading “THE MARKETS AT OLIVE – Business Information” from that contained in the Official Statement or the prior District Semi-Annual Report, can insert “unchanged”]

**EXHIBIT B**

**NOTICE OF FAILURE TO FILE DISTRICT ANNUAL REPORT**

**Name of Issuer:** The Industrial Development Authority of University City, Missouri

**Name of Bond Issue:** \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A

**Name of Obligated Person:** The Markets at Olive Community Improvement District (the “District”)

**Date of Issuance:** April [\_\_], 2023

**NOTICE IS HEREBY GIVEN** that the District has not filed a District Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of April 1, 2023, by and among the City of University City, Missouri, the District and BOKF, N.A., as Dissemination Agent. The District has informed the Dissemination Agent that the District anticipates that the District Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_, \_\_\_\_\_

**BOKF, N.A.**, as Dissemination Agent  
on behalf of the District

cc: City of University City, Missouri  
The Markets at Olive Community Improvement District

**EXHIBIT C**

**NOTICE OF FAILURE TO FILE DISTRICT SEMI-ANNUAL REPORT**

**Name of Issuer:** The Industrial Development Authority of University City, Missouri

**Name of Bond Issue:** \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A

**Name of Obligated Person:** The Markets at Olive Community Improvement District (the “District”)

**Date of Issuance:** April [\_\_], 2023

**NOTICE IS HEREBY GIVEN** that the District has not filed a District Semi-Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of April 1, 2023, by and among the City of University City, Missouri, the District and BOKF, N.A. as Dissemination Agent. The District has informed the Dissemination Agent that the District anticipates that the District Semi-Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_, \_\_\_\_\_

BOKF, N.A. as Dissemination Agent  
on behalf of the District

cc: City of University City, Missouri  
The Markets at Olive Community Improvement District

**EXHIBIT D**

**ACKNOWLEDGEMENT OF DEVELOPER**

U. City, L.L.C. and U. City TIF Corporation, as principal developers of the property comprising the Markets at Olive in University City, Missouri (collectively, the “Developer”), acknowledges receipt of a copy of this Continuing Disclosure Agreement and agrees to provide the necessary information to complete item 6 of the District Semi-Annual Report to the Dissemination Agent no later than 30 days prior to each District Semi-Annual Report Date each year, which information will allow the Dissemination Agent to complete the District Semi-Annual Report; provided, however, the Developer’s obligations hereunder shall terminate upon the sale or other conveyance of all of its interest in the property comprising the Markets at Olive. The Developer agrees to cause all purchaser(s) or transferee(s) of all or a portion of its interest in the Markets at Olive to execute and deliver to the Dissemination Agent a written acknowledgement and agreement to provide the necessary information to complete item 6 of the District Semi-Annual Report to the Dissemination Agent on or before the date which is no later than 30 days prior to each District Semi-Annual Report Date each year, which certification will allow the Dissemination Agent to complete the District Semi-Annual Report, which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment of Developer. In the event the Developer (or any successor in ownership) fails to perform its obligations under this Acknowledgment of Developer, the sole remedy of the District shall be an action to compel performance.

Dated as of April 1, 2023.

**U. CITY, L.L.C.**

By: CRG Services Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
Manager

**U. CITY TIF CORPORATION**

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
President

**EXHIBIT E**

**PRELIMINARY OFFICIAL STATEMENT**

[On file in the office of the City Clerk]

**PRELIMINARY OFFICIAL STATEMENT DATED MARCH \_\_, 2023****NEW ISSUE  
Book-Entry Only****No Rating**

*In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2023A Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Series 2023A Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023A Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" herein.*

\$[\_\_\_\_\_]\*

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI  
TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS  
(MARKETS AT OLIVE PROJECT)  
SERIES 2023A**

**Dated:** Date of Delivery**Due:** As shown on the inside cover

The above-referenced bonds (the "**Series 2023A Bonds**") are issuable only as fully-registered bonds. Purchases of the Series 2023A Bonds will be made in book-entry form, in the denomination of \$5,000 or any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company. See "**THE SERIES 2023A BONDS – Book-Entry Only System**" herein. Principal of and semiannual interest on the Series 2023A Bonds will be paid from moneys available therefor under the Indenture (herein defined) by BOKF, N.A., St. Louis, Missouri, as Trustee (the "**Trustee**"). Interest on the Series 2023A Bonds will be payable semiannually on each June 15 and December 15, beginning June 15, 2023, at the interest rates set forth on the inside cover hereof. See "**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**" herein.

The Series 2023A Bonds are being issued by The Industrial Development Authority of University City, Missouri (the "**Authority**"), pursuant to a Trust Indenture dated as of April 1, 2023, by and between the Authority and the Trustee (the "**Indenture**"). The Authority, the City of University City, Missouri (the "**City**") and The Markets at Olive Community Improvement District (the "**District**") are entering into a Financing Agreement dated as of April 1, 2023, wherein the Authority agrees to issue, sell and deliver the Series 2023A Bonds and issue to U. City, L.L.C. or U. City TIF Corporation (collectively, the "**Developer**") its Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the "**Subordinate Notes**"). In addition, the City agrees to transfer to the Trustee all Net Revenues (herein defined) consisting of Payments in Lieu of Taxes (herein defined) on deposit in the PILOTS Subaccount (herein defined) of the Special Allocation Fund (herein defined) maintained by the City and, subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes (herein defined) on deposit in the EATS Subaccount (herein defined) of the Special Allocation Fund maintained by the City. The District agrees to transfer to the Trustee, subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues (herein defined) and, subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues (herein defined). Net Revenues are derived solely from certain incremental property and sales taxes to be paid by property owners and businesses located in a portion of the Redevelopment Area (defined herein) known as RPA 1 (defined herein) in the City. The Series 2023A Bonds are special, limited obligations of the Authority, payable solely from Net Revenues received by the City and the District and other moneys held by the Trustee under the Indenture, as further described herein.

**THE SUBORDINATE NOTES ARE NOT BEING OFFERED BY THIS OFFICIAL STATEMENT.**

**THE SERIES 2023A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION. THE ISSUANCE OF THE SERIES 2023A BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY, THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.**

The Series 2023A Bonds involve certain risks, and prospective purchasers should read the section herein captioned "**BONDOWNERS' RISKS**." The Series 2023A Bonds may not be suitable investments for all persons. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Series 2023A Bonds, should confer with their own legal and financial advisors, and should be able to bear the risk of loss of their investment in the Series 2023A Bonds before considering a purchase of the Series 2023A Bonds.

The Series 2023A Bonds are subject to redemption prior to maturity in certain circumstances, as described herein. See "**THE SERIES 2023A BONDS – Redemption Provisions**" and "**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**" herein.

The Series 2023A Bonds are offered when, as and if issued by the Authority, subject to the approval of legality by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel. Certain legal matters will be passed upon for the Authority by Gilmore & Bell, P.C., St. Louis, Missouri; for the City by John F. Mulligan, Jr., Esq., City Attorney of the City; for the District by Cook & Riley, LLC, St. Louis, Missouri; for the Developer by Schott & Hamilton, LLC, St. Louis, Missouri; and for the Underwriter by Lewis Rice LLC, St. Louis, Missouri. It is expected that the Series 2023A Bonds will be available for delivery on or about April \_\_, 2023.

**STIFEL**

The date of this Official Statement is \_\_\_\_\_, 2023

\* Preliminary; subject to change.



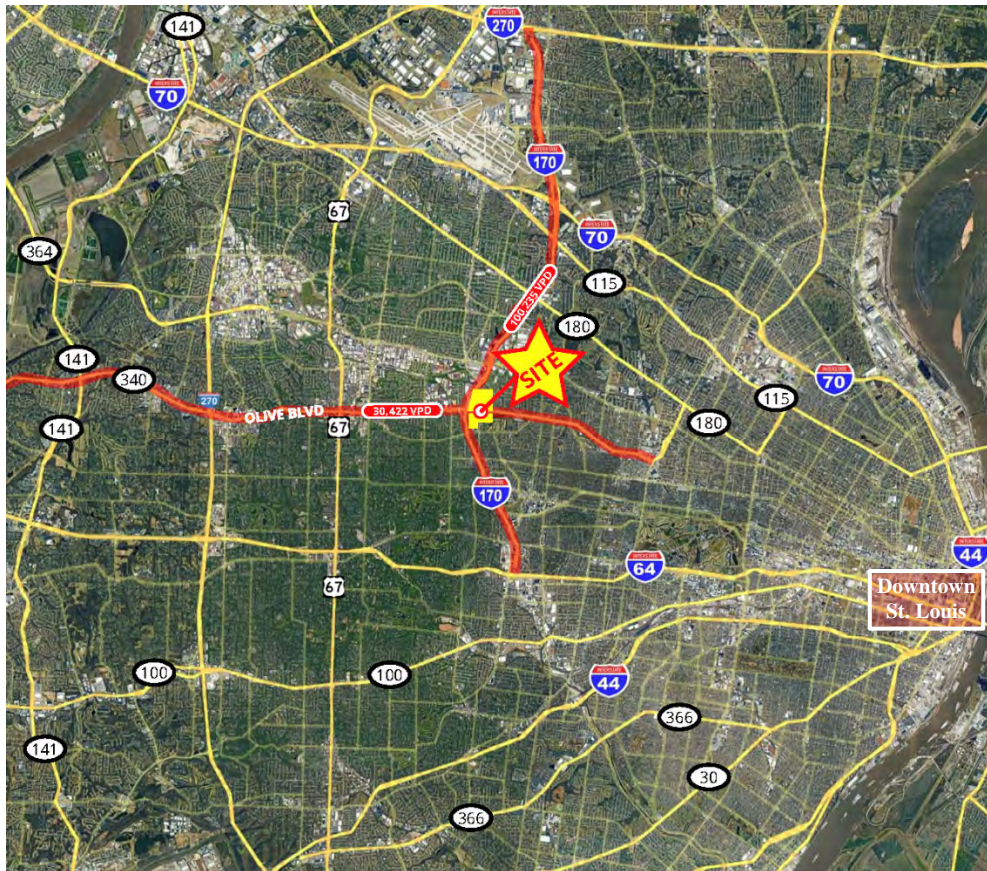
**MATURITY SCHEDULE\***

\$[ \_\_\_\_\_ ]  
**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI  
TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS  
(MARKETS AT OLIVE PROJECT)  
SERIES 2023A**

<b><u>Maturity (June 15)*</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Price</u></b>	<b><u>CUSIP</u></b>
2038				
2042				

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\* Preliminary, subject to change



BLDG	TYPE	SQ. FT.	BLDG	TYPE	SQ. FT.
A	COSTCO	156,856	J	ANCHOR	72,000
B	ANCHOR	148,000	L	RETAIL	6,000
E	RETAIL	7,600	M	RETAIL	4,200
F	RETAIL	4,495	N	RETAIL	8,000
G	RETAIL	3,500	O	RETAIL	12,000
I	BANK	3,900			

- = LEASE OR PSA FULLY EXECUTED
- = PSA IN FINAL NEGOTIATIONS
- = LEASE IN NEGOTIATION
- = LOI IN NEGOTIATION
- = AVAILABLE

The following depicts the Markets at Olive development north of Olive Boulevard as of February 17, 2023.



The following depicts the Markets at Olive development south of Olive Boulevard as of February 17, 2023.



## NOTICE TO INVESTORS

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission (the “*Commission*”), this document, including the cover page and appendices hereto, as the same may be supplemented or amended from time to time (collectively, the “*Official Statement*”), may be treated as an Official Statement with respect to the Series 2023A Bonds described herein that is deemed final by The Industrial Development Authority of University City, Missouri (the “*Authority*”), the City of University City, Missouri (the “*City*”), U. City, L.L.C. and U. City TIF Corporation (collectively, the “*Developer*”) and The Markets at Olive Community Improvement District (the “*District*”) as of the date hereof (or of any such supplement or amendment). No dealer, broker, salesman or other person has been authorized by the Authority, the City, the District or the Developer to give any information or to make any representations with respect to the Series 2023A Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2023A Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the Authority, the City, the District, the Developer and other sources that are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Authority, the City, the District or the Developer. This Official Statement should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Official Statement. Statements contained in this Official Statement that involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City the District or the Developer or the businesses located in the District since the date hereof.

**The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.**

**The Series 2023A Bonds have not been registered with the Commission under the Securities Act of 1933, as amended, or under any state securities or “blue sky” laws. The Series 2023A Bonds are offered pursuant to an exemption from registration with the Commission. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary may be a criminal offense.**

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**CAUTIONARY STATEMENTS REGARDING FORWARD-  
LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT**

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Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget,” “believe,” “would,” “could” or other similar words. Additionally, all statements in this Official Statement, including forward-looking statements, speak only as of the date they are made, and none of the Authority, the City, the District, the Developer or the Underwriter undertakes any obligation to update any statement in light of new information or future events.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THE “BONDOWNERS’ RISKS” SECTION OF THIS OFFICIAL STATEMENT.

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## OFFICIAL STATEMENT

\$\_[\_\_\_\_\_]\*

### THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS (MARKETS AT OLIVE PROJECT) SERIES 2023A

#### INTRODUCTION

*This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.*

#### Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to (1) The Industrial Development Authority of University City, Missouri (the “**Authority**”), (2) the City of University City, Missouri (the “**City**”), (3) The Markets at Olive Community Improvement District (the “**District**”), (4) the Authority’s Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “**Series 2023A Bonds**”), and (5) the development and construction of a retail and commercial project in the City known as the Markets at Olive (“**Markets at Olive**”). For the definition of certain capitalized terms used herein and not otherwise defined, see “**Appendix A – Definitions and Summary of the Indenture and Financing Agreement**” hereto.

#### Background

The Markets at Olive is an approximately 46-acre retail development located in the City, approximately eight miles west of downtown St. Louis, Missouri, along Olive Boulevard between the intersections of McKnight Road and Interstate 170. The Markets at Olive encompasses the majority of an approximately 50-acre redevelopment project area known as “**RPA 1**”, which is part of a larger Redevelopment Area (defined below). Plans for the redevelopment of RPA 1 include an approximately 156,000 square foot Costco Wholesale Club store, two other retail anchor stores, several smaller retail stores, including restaurants, and an approximately 194-unit multifamily apartment complex. Presently, the Costco store is the only component of the RPA 1 redevelopment project that has been completed. The Costco store opened for business to the public on October 25, 2022. As of the date of this Official Statement, two new commercial retail buildings are under construction. The Developer has entered into three retail tenant leases and two ground leases, and is under contract for the sale of an approximately 7-acre parcel to a potential anchor store within RPA 1. The City has rezoned and approved final development plans for the portion of RPA 1 slated for retail development. See “**THE MARKETS AT OLIVE**” herein.

In March 2017, the City distributed a request for proposals for the redevelopment of an area located at Olive Boulevard immediately east of the intersection with Interstate 170. In March 2018, the City Council determined it was in the City’s best interest to expand the proposed redevelopment area and provide funds for residential improvements, enhanced public improvements and services and commercial development, and accordingly published a new request for proposals. A redevelopment plan (the “**Redevelopment Plan**”) was prepared at the request of the City, which provided for the demolition and clearance of existing structures located within an area designated as RPA 1 for the development of commercial and residential uses, the redevelopment of a largely residential area north of Olive Boulevard designated “**RPA 2**” and the redevelopment of a commercial corridor east of RPA 1 designated “**RPA 3**” (RPA 1, RPA 2 and RPA 3 are collectively the “**Redevelopment Area**”). The entire Redevelopment Area comprises approximately 800 acres and more than 5,300 parcels. Following public

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\* Preliminary; subject to change.

hearings, in August 2018 the City TIF Commission passed a resolution recommending that the City Council approve the Redevelopment Plan, designate the Redevelopment Area as a “redevelopment area” pursuant to Sections 99.800 to 99.865 of the Revised Statutes of the State of Missouri, as amended (the “**TIF Act**”), approve the redevelopment projects for each redevelopment project area and adopt tax increment financing within each redevelopment project area. In June 2019, the City Council adopted ordinances (1) approving the Redevelopment Plan and designating the Redevelopment Area as a “redevelopment area” under the TIF Act, (2) approving the RPA 1 redevelopment project and adopting tax increment financing within RPA 1 and (3) authorizing the City to enter into a Redevelopment Agreement with respect to RPA 1. A Redevelopment Agreement dated June 13, 2019 (the “**Original Redevelopment Agreement**”) was entered into among U. City, L.L.C., U. City TIF Corporation (collectively, the “**Developer**”) and the City. The Original Redevelopment Agreement was subsequently amended by the First Amendment to Redevelopment Agreement (described below) and by the Second Amendment to Redevelopment Agreement (described below); it may be further amended from time to time.

Under the Original Redevelopment Agreement, (a) the City selected the Developer to acquire the property in RPA 1 and redevelop it in accordance with the Redevelopment Plan and provided tax increment financing assistance and (b) the Developer agreed to advance certain costs of redeveloping RPA 1, provide security for certain of the Developer’s obligations, commence construction of the RPA 1 redevelopment project, and meet certain requirements with respect to the construction of the RPA 1 redevelopment project. The Developer also agreed, following its acquisition of the property, to petition the City for the creation of the District and cause the District to impose a one percent (1%) community improvement district sales and use tax (the “**District Sales Tax**”) in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of the State of Missouri, as amended (the “**CID Act**”).

The City agreed under the Original Redevelopment Agreement to maintain a Special Allocation Fund and include within such Fund a “**PILOTS Account**”, an “**EATS Account**” and a “**District Revenues Account**” and to deposit all Payments in Lieu of Taxes (as defined in the TIF Act) into the PILOTS Account, 50% of all Economic Activity Taxes (as defined in the TIF Act) into the EATS Account (Payments in Lieu of Taxes and 50% of all Economic Activity Taxes are defined as “**TIF Revenues**”) and 50% of all District Sales Tax Revenues into the District Revenues Account. “**District Sales Tax Revenues**” means any and all revenues generated by the District Sales Tax.

Tax increment revenue notes were subsequently issued by the City to evidence the City’s limited obligation to repay out of TIF Revenues reimbursable Redevelopment Project Costs (as defined in the Original Redevelopment Agreement) incurred by the Developer on behalf of the City in accordance with the TIF Act. TIF Notes in the maximum aggregate principal amount of \$73,901,661.19 were issued to U. City, L.L.C. (the “**City TIF Notes**”). The City further agreed in the Original Redevelopment Agreement, in its discretion, to issue, or cause to be issued, TIF bonds at any time, including prior to completion of the development. Upon issuance of the Series 2023A Bonds and the Authority’s Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the “**Subordinate Notes**”), the City TIF Notes will be cancelled.

The Original Redevelopment Agreement was amended and supplemented by the First Amendment to Redevelopment Agreement dated June 29, 2020 (the “**First Amendment to Redevelopment Agreement**”) and by the Second Amendment to Redevelopment Agreement dated [\_\_\_\_\_], 2023 (the “**Second Amendment to Redevelopment Agreement**”) and, together with the First Amendment to Redevelopment Agreement and the Original Redevelopment Agreement, the “**Redevelopment Agreement**”). The First Amendment to Redevelopment Agreement and the Second Amendment to Redevelopment Agreement generally modify the Original Redevelopment Agreement by adjusting certain construction milestones, revising certain amounts payable by the Developer and modifying certain Developer land acquisition requirements.



## **The Authority**

The Authority is an industrial development corporation created on February 16, 2023 in accordance with the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of the State of Missouri, as amended (the “Act”). See “**THE AUTHORITY**” herein.

## **The City**

The City is an incorporated subdivision of the State of Missouri and is located in St. Louis County, Missouri (the “County”), adjacent to the western border of The City of St. Louis, Missouri. The City encompasses approximately six square miles and is within the St. Louis Metropolitan Statistical Area. The City was incorporated in 1906. See “**THE CITY**” herein.

## **The Markets at Olive and RPA 1**

RPA 1 is an approximately 50-acre mixed-use commercial and residential development area located in the City approximately eight miles west of downtown City of St. Louis, Missouri, along Olive Boulevard between the intersections of McKnight Road and Interstate 170. The portion of RPA 1 that is anticipated to contain the retail commercial component of the redevelopment project is generally referred to as the “Markets at Olive” and encompasses approximately 46 acres. See “**THE MARKETS AT OLIVE**” herein. The remaining approximately four acres of RPA 1 contain residential uses that existed prior to the approval of the Redevelopment Plan. The Developer plans, but is not obligated under the Redevelopment Agreement, to redevelop these properties for multi-family residential purposes.

## **The District**

The District is a community improvement district and a political subdivision of the State of Missouri, formed pursuant to the CID Act. The boundary of the District encompasses approximately 46 acres and includes all property within RPA 1 intended to be developed for commercial retail uses (i.e., the portion generally referred to as “the Markets at Olive”), but does not include that portion of RPA 1 intended to be developed as multifamily housing. The portion of RPA 1 not included in the District is in the southeast corner of RPA 1, encompassing the Mayflower Court subdivision and adjacent to North McKnight Road. See “**THE DISTRICT**” herein.

## **The Series 2023A Bonds**

The Series 2023A Bonds are being issued by the Authority pursuant to the Trust Indenture dated as of April 1, 2023 (the “**Indenture**”) between the City and BOKF, N.A. (the “**Trustee**”) for the purpose of (i) refunding a portion of the City TIF Notes, (ii) funding a debt service reserve fund for the Series 2023A Bonds, (iii) funding capitalized interest on the Series 2023A Bonds, (iv) paying \$368,000 to the City to fund costs associated with the RPA 2 redevelopment project, and (v) paying the costs of issuance of the Series 2023A Bonds and the Subordinate Notes. A description of the Series 2023A Bonds is contained in this Official Statement under the caption “**THE SERIES 2023A BONDS.**” All references to the Series 2023A Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the Indenture. See “**Appendix A – Definitions and Summary of the Indenture and Financing Agreement**” hereto. The portion of the City TIF Notes not refunded by the Series 2023A Bonds will be cancelled and replaced by the Subordinate Notes. See “**SUBORDINATE NOTES**” herein.

*The Series 2023A Bonds are subject to redemption prior to maturity as described herein. If the revenues for the repayment of the Series 2023A Bonds are received as projected herein, a significant portion of the Series 2023A Bonds will be redeemed prior to their stated maturity.* See “**THE SERIES 2023A BONDS – Redemption Provisions**” and “**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**” herein.

## Security for the Series 2023A Bonds

The Series 2023A Bonds and the interest thereon are limited obligations of the Authority, payable solely from proceeds of the Series 2023A Bonds, the Net Revenues and other moneys pledged thereto, as provided in the Indenture. Subject to the limitations contained in the Indenture, the Authority will pledge and assign its right, title and interest in the Financing Agreement dated as of April 1, 2023, among the Authority, the City and the District (the “*Financing Agreement*”) and moneys in the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund to the Bondowners as security for the payment of the Series 2023A Bonds and the interest thereon. Pursuant to the Financing Agreement, the City has pledged to transfer to the Trustee for application to the payment of the Series 2023A Bonds all Net Revenues consisting of Payments in Lieu of Taxes on deposit in the PILOTS Subaccount of the Special Allocation Fund and, subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes on deposit in the EATS Subaccount of the Special Allocation Fund. Pursuant to the Financing Agreement, the District has pledged to transfer to the Trustee for application to the payment of the Series 2023A Bonds, subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues and, subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues.

*Net Revenues, consisting of Payments in Lieu of Taxes and Economic Activity Taxes collected in RPA 1 and the CID Portion of District Sales Tax Revenues collected in the District, are the only revenues pledged for payment of principal and interest on the Series 2023A Bonds. No payments in lieu of taxes, sales and use taxes, or any other revenues collected in the portions of the Redevelopment Area known as RPA 2 or RPA 3 are pledged as security for the Series 2023A Bonds.*

**Because the TIF Act provides that 23 years is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs, except as necessary to correct administrative error, the obligation of the City to transfer Net Revenues consisting of Economic Activity Taxes and Payments in Lieu of Taxes to the Trustee for the repayment of the Series 2023A Bonds terminates on June 9, 2042, whether or not the principal amount of the Series 2023A Bonds or interest thereon has been paid in full. In addition, except as necessary to correct administrative error, the obligation of the District to transfer Net Revenues consisting of the CID Portion of District Sales Tax Revenues to the Trustee also terminates on June 9, 2042, whether or not the principal amount of the Series 2023A Bonds or interest thereon has been paid in full. See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts” herein.**

A reserve fund for the benefit of the holders of the Series 2023A Bonds will be funded in an amount equal to \$[\_\_\_\_\_]\* from Series 2023A Bonds proceeds as additional security for the Series 2023A Bonds. See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts” herein.

**THE SERIES 2023A BONDS ARE NOT SECURED BY A MORTGAGE ON ANY PROPERTY AND ARE NOT SECURED BY ANY TAX REVENUE GENERATED IN THE DISTRICT OR RPA 1 OTHER THAN THE NET REVENUES.**

**THE SERIES 2023A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE TRUST ESTATE AS DEFINED IN THE INDENTURE. THE SERIES 2023A BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, THE DISTRICT OR THE STATE AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED OR**

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\* Preliminary; subject to change.

**OBLIGATED TO THE PAYMENT OF THE SERIES 2023A BONDS. THE AUTHORITY HAS NO TAXING POWER.**

See “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**” herein.

**Subordinate Notes**

Contemporaneously with the issuance of the Series 2023A Bonds, the Subordinate Notes in the principal amount of \$[\_\_\_\_\_]\* will be issued by the Authority and sold to the Developer. Thereafter, the Trustee may endorse the Subordinate Notes to evidence an increase in the aggregate principal amount in accordance with the terms of the Indenture. The Subordinate Notes will mature on June 15, 2042, subject to redemption and payment prior to their maturity as provided in the Indenture, and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate equal to 8.00%. Interest on any Subordinate Notes that accrues but remains unpaid on any Interest Payment Date will be compounded semi-annually at the same rate of interest. The Priority Bonds, including the Series 2023A Bonds, will be payable from Pledged Revenues up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on each Interest Payment Date prior to the application of any Pledged Revenues to the payment of interest on or principal of the Subordinate Notes. **The Subordinate Notes are not being offered by this Official Statement.** See “**SUBORDINATE NOTES**” herein and “**Appendix D – Minimum Cumulative Redemption Schedule and Maximum Priority Bond Redemption Schedule**” hereto.

**Bondowners’ Risks**

The Series 2023A Bonds are not suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Series 2023A Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Series 2023A Bonds before considering a purchase of the Series 2023A Bonds. The Series 2023A Bonds involve certain risks, and prospective purchasers should read the section herein captioned “**BONDOWNERS’ RISKS**” in its entirety.

**Revenue Analysis**

A study entitled Market at Olive Redevelopment Market Analysis and Revenue Study dated [\_\_\_\_\_], 2023 (the “**Revenue Analysis**”) has been prepared by Peckham Guyton Albers & Viets, Inc. (“**PGAV**”). A copy of the Revenue Analysis is attached hereto as Appendix B. See “**REVENUE ANALYSIS**” herein. The Authority, the City, the District, the Developer and the Underwriter make no representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Revenue Analysis.

**Continuing Disclosure**

The City and the District will enter into a continuing disclosure agreement with BOKF, N.A. as dissemination agent (the “**Dissemination Agent**”) for the benefit of the Owners of the Series 2023A Bonds to provide certain financial information annually and semi-annually and to provide notice of certain enumerated events in accordance with Section (b)(5) of Rule 15c2 12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”). See “**CONTINUING DISCLOSURE**” herein and “**Appendix C – Form of Continuing Disclosure Agreement**” hereto.

**THE SERIES 2023A BONDS**

*The following is a summary of certain terms and provisions of the Series 2023A Bonds. Reference is hereby made to the Series 2023A Bonds and the provisions with respect thereto in the Indenture, a summary of which is attached as Appendix A hereto, for the detailed terms and provisions thereof.*

## **Authorization; Description of the Series 2023A Bonds**

The Series 2023A Bonds are being issued pursuant to and in full compliance with the statutes of the State. The Series 2023A Bonds will be issuable in fully registered form, in denominations of \$5,000 and any integral multiple in excess thereof. Purchasers of the Series 2023A Bonds will not receive certificates representing their interests in the Series 2023A Bonds purchased. The Series 2023A Bonds will be dated as of the date of initial issuance and delivery thereof, and will mature on the dates and in the principal amounts set forth on the inside cover of this Official Statement. The Series 2023A Bonds will bear interest at the rates per annum set forth on the inside cover hereof (computed on the basis of a year of 360 days and twelve 30-day months), which interest will be payable semi-annually on June 15 and December 15 in each year, beginning on June 15, 2023 until payment of principal has been made or provided for.

## **Registration, Transfer and Exchange of Bonds**

A Series 2023A Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as is satisfactory to the Trustee. Upon any such transfer, the Authority will execute and the Trustee will authenticate and deliver in exchange for such Series 2023A Bond a new fully-registered Series 2023A Bond or Bonds, registered in the name of the transferee, of the same maturity and of any Authorized Denomination. Any Series 2023A Bond, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as is satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Series 2023A Bonds of the same maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner. In all cases in which Series 2023A Bonds are exchanged or transferred under the Indenture, the Authority will execute and the Trustee will authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of the Indenture. All Series 2023A Bonds surrendered in any such exchange or transfer will forthwith be canceled by the Trustee.

The Authority or the Trustee may make a charge against each Owner requesting a transfer or exchange of Series 2023A Bonds for every such transfer or exchange of Series 2023A Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Series 2023A Bond issued upon any transfer or exchange and the reasonable expenses of the Authority and the Trustee in connection therewith, and such charge will be paid before any such new Series 2023A Bond is delivered. The Authority or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner under the Indenture or under the Series 2023A Bonds.

At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Authority or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee. The Person in whose name any Series 2023A Bond is registered on the Register will be deemed and regarded as the absolute owner of such Series 2023A Bond for all purposes, and payment of or on account of the principal of and interest on any such Series 2023A Bond will be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon such Series 2023A Bond, including the interest thereon, to the extent of the sum or sums so paid.

## **Redemption Provisions**

*Optional Redemption.* The Series 2023A Bonds are subject to optional redemption by the Authority at the written direction of the City on or after June 15, \_\_\_\_\_, in whole or in part at any time, at a redemption price

equal to 100% of the principal amount of Series 2023A Bonds to be redeemed, plus accrued interest to the redemption date.

*Special Mandatory Redemption.*

(1) The Series 2023A Bonds are subject to special mandatory redemption by the Authority on any Payment Date commencing June 15, 2024, in order of maturity, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Series 2023A Bonds previously called for optional redemption) that is on deposit in the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund 40 days before each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day). Notwithstanding anything to the contrary contained in the Indenture, no redemptions above the applicable amount shown on the Maximum Priority Bond Redemption Schedule will be permitted by this provision unless the Subordinate Notes are no longer Outstanding.

(2) The Series 2023A Bonds are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the Revenue Fund, the Series 2023A Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Series 2023A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

*Partial Redemption.* Series 2023A Bonds will be redeemed only in Authorized Denominations. When less than all of the Outstanding Series 2023A Bonds are to be redeemed and paid prior to maturity, such Series 2023A Bonds or portions of Series 2023A Bonds to be redeemed will be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine. If less than all Outstanding Series 2023A Bonds of any maturity are to be redeemed, the particular Series 2023A Bonds to be redeemed will be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by lot or in such other equitable manner as the Trustee may determine and which may provide for the selection for redemption of portions of the principal of Series 2023A Bonds equal to the minimum authorized denomination of the Series 2023A Bonds of a denomination larger than the minimum Authorized Denomination. In the case of a partial redemption of Series 2023A Bonds when Series 2023A Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value will be treated as though it was a separate Series 2023A Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Series 2023A Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Series 2023A Bond or his attorney or legal representative will present and surrender such Series 2023A Bond to the Trustee (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Series 2023A Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Series 2023A Bond. If the Owner of any such Series 2023A Bond of a denomination greater than minimum Authorized Denomination fails to present such Series 2023A Bond to the Trustee for payment and exchange as aforesaid, said Series 2023A Bond will, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and will cease to accrue interest on the principal amount so called for redemption.

*Notice of Redemption.* In the case of Series 2023A Bonds called for optional redemption under the Indenture, the Trustee will call Series 2023A Bonds for redemption and payment as provided in the Indenture and will give notice of redemption as provided below upon receipt by the Trustee at least 40 days before the redemption date of a written request of the Authority. The foregoing provisions will not apply in the case of any special mandatory redemption of Series 2023A Bonds under the Indenture, and the Trustee will call Series 2023A Bonds for redemption and will give notice of redemption pursuant to such special mandatory redemption requirements

without the necessity of any action by the Authority. Unless waived by any Owner of Series 2023A Bonds to be redeemed, official notice of any redemption of any Series 2023A Bond will be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Series 2023A Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure by any Owner to receive notice or any defect therein as to any particular Series 2023A Bond will not invalidate any Redemption.

*Effect of Call for Redemption.* On or prior to the date fixed for redemption, the Authority will deposit moneys or Government Securities with the Trustee as provided in the Indenture to pay the Series 2023A Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in the Indenture, the Series 2023A Bonds or the portions of the principal amount of Series 2023A Bonds thus called for redemption will cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and will no longer be entitled to the protection, benefit or security of the Indenture and will not be deemed to be Outstanding under the provisions of the Indenture.

### **Additional Bonds**

Additional Bonds may only be issued under the Indenture upon compliance with the conditions set forth in the Indenture to refund any of the Bonds, including, without limitation, the Subordinate Notes. Before any Additional Bonds are issued, the Authority will adopt a resolution (1) authorizing the issuance of Additional Bonds and fixing the principal amount thereof, (2) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing the Additional Bonds and establishing the terms and provisions of the series of Additional Bonds, including securing the Additional Bonds with reserve funds or other credit enhancement that does not secure other Bonds Outstanding, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the Owners of the Bonds previously issued.

The Additional Bonds will have the same general title as the Series 2023A Bonds, except for an identifying series letter or date, and will be dated, will mature on such dates, will be numbered, will bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and will be redeemable at such times and prices (subject to the provisions of Article III of the Indenture), all as provided by the Supplemental Indenture authorizing the issuance of the Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, the Additional Bonds will be on a parity with and will be entitled to the same benefit and security of the Indenture as the Series 2023A Bonds, and any other Additional Bonds issued on a parity with the Series 2023A Bonds, upon compliance with the terms below.

No Additional Bonds will be issued unless:

(1) the Purchaser of the Series 2023A Bonds and the Purchaser of the Additional Bonds receive:

(i) a certificate of the Trustee confirming that, as of the date of issuance of the Additional Bonds, the cumulative redemptions of the Series 2023A Bonds have been equal to or have exceeded the “Minimum Cumulative Redemption Target” amount shown on Appendix D for the most recent Payment Date and, if other Priority Bonds are Outstanding, that the cumulative redemptions of all Priority Bonds then Outstanding are not less than the required cumulative redemptions for the other Outstanding Priority Bonds, as set forth in the Supplemental Indentures authorizing the issuance of the other Outstanding Priority Bonds; and

(ii) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (based on 100% of the revenue projections prepared by a planning consultant reasonably acceptable to the Authority, the Purchaser of the Series 2023A Bonds and, if

applicable, the Purchaser of any other Outstanding Priority Bonds) are expected to permit the final redemption of the Series 2023A Bonds and any other Outstanding Priority Bonds on or before the date shown for the “Minimum Cumulative Redemption Target” on Appendix D and, if applicable, the date shown for the “Minimum Cumulative Redemption Target” on an exhibit to the Supplemental Indenture relating to other Outstanding Priority Bonds, taking into account the use of the Debt Service Reserve Fund for the final payment of any Outstanding Priority Bonds and the other structuring assumptions set forth in this Official Statement under the caption “**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS – Structuring Assumptions**” and, if applicable, the Official Statement relating to any other Outstanding Priority Bonds (except that the Net Revenues will be based on 100% of the revenue projections prepared by the planning consultant); and

(iii) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (based on \_\_\_% of the revenue projections prepared by a planning consultant reasonably acceptable to the Authority, the Purchaser of the Series 2023A Bonds and, if applicable, the Purchaser of any other Outstanding Priority Bonds) are expected to permit the redemption of the Series 2023A Bonds and any other Outstanding Priority Bonds on or before the final maturity date thereof.

For purposes of the foregoing: (1) Net Revenues may only include revenues from end users that are open for business or are under contract through a sale, lease or other agreement as of the date of the revenue projections, and (2) the revenue projections may take into account the use of the Debt Service Reserve Fund for the final payment of any Outstanding Priority Bonds.

(2) the Debt Service Reserve Fund is fully funded in the amount of the Debt Service Reserve Requirement; and

(3) the terms for any Additional Bonds (A) provide that the Interest Payment Dates on such Additional Bonds are the same as the Series 2023A Bonds (except that the maturity dates of any of the Additional Bonds may extend beyond the maturity dates of the Series 2023A Bonds) and (B) do not permit the redemption or maturity of the Additional Bonds until all remaining Series 2023A Bonds are redeemed or defeased pursuant to the Indenture.

Except as provided above, the Authority will not otherwise issue any Additional Bonds or other obligations on a parity with the Series 2023A Bonds.

### **Satisfaction and Discharge**

When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in the Indenture, and provision also is made for paying all other sums payable under the Indenture, including the fees and expenses of the Trustee and any Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee under the Indenture will thereupon cease, determine and be void, and thereupon the Trustee will cancel, discharge and release the Indenture and will execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as required to evidence such release and the satisfaction and discharge of the Indenture, and will assign and deliver to the Authority any property at the time subject to the Indenture which may then be in the Trustee’s possession, except amounts required to be paid to the City and/or the District under the Indenture, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

## Defeasance

Bonds will be deemed to be paid when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms of the Indenture, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment, or (iii) a combination of such moneys and Government Securities. Notwithstanding the foregoing, in the case of Bonds that by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) above will be deemed a payment of such Bonds as aforesaid until, as to all such Bonds that are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with the Indenture or irrevocable instructions have been given to the Trustee to give such notice. Notwithstanding any provision of any other provision of the Indenture that may be contrary to the provisions above, all moneys or Government Securities set aside and held in trust pursuant to the provisions above for the payment of Bonds and interest thereon will be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

If the interest earnings on the moneys or Government Securities are necessary to provide for the payment of the Bonds under the above provisions, and the final payment to pay Outstanding Bonds is more than 90 days subsequent to such deposit, the Trustee will receive (1) a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or before the applicable redemption or maturity date and (2) an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not result in the interest on any Tax-Exempt Bonds then Outstanding to be included in federal income taxes for purposes of federal income taxation and that all conditions precedent to the satisfaction of the Indenture have been met.

## Book-Entry Only System

The Depository Trust Company (“*DTC*”), New York, New York, will act as securities depository for the Series 2023A Bonds. The Series 2023A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2023A Bond certificate will be issued for each maturity of the Series 2023A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or with the Trustee as its “FAST” Agent.

*DTC and its Participants.* DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“*Direct Participants*”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“*DTCC*”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as



both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“*Indirect Participants*”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

*Purchase of Ownership Interests.* Purchases of Series 2023A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2023A Bond (“*Beneficial Owner*”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2023A Bonds, except in the event that use of the book–entry system for the Series 2023A Bonds is discontinued.

*Transfers.* To facilitate subsequent transfers, all Series 2023A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023A Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2023A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

*Notices.* Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2023A Bond documents. For example, Beneficial Owners of Series 2023A Bonds may wish to ascertain that the nominee holding the Series 2023A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2023A Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

*Voting.* Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023A Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Series 2023A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

*Payments of Principal and Interest.* Redemption proceeds, principal and interest payments on the Series 2023A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with

their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee or the Authority, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

*Discontinuation of Book-Entry Only System.* DTC may discontinue providing its services as depository with respect to the Series 2023A Bonds at any time by giving reasonable notice to the Trustee or the Authority. Under such circumstances, in the event that a successor depository is not obtained, Series 2023A Bond certificates are required to be printed and delivered.

*The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC. None of the Authority, the City, the District or the Underwriter takes any responsibility for the accuracy thereof.*

## **SUBORDINATE NOTES**

The Subordinate Notes will become due on June 15, 2042, subject to redemption and payment prior to their maturity as provided in the Indenture and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate equal to 8.00%, payable on June 15 and December 15 of each year, beginning on June 15, 2023. Interest on any Subordinate Notes that accrues but remains unpaid on any Interest Payment Date will be compounded semi-annually at the same rate of interest. The Priority Bonds, including the Series 2023A Bonds, will be payable from Pledged Revenues up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule on each Interest Payment Date prior to the application of any Pledged Revenues to the payment of interest on or principal of the Subordinate Notes. See "**Appendix D – Minimum Cumulative Redemption Schedule and Maximum Priority Bond Redemption Schedule**" hereto.

The Trustee will endorse Schedule A of the Subordinate Notes in the amount of \$[\_\_\_\_\_]\*, which is equal to the unpaid principal amount of, and accrued interest on, the City TIF Notes following the payment for refunding a portion of the City TIF Notes described in the Indenture. In accordance with the Redevelopment Agreement, if the City thereafter submits approved or deemed approved Certificates of Reimbursable Redevelopment Project Costs to the Trustee, accompanied by a certificate of the District showing a recalculation of the CID Funding Percentage (which recalculated CID Funding Percentage is no less than the then-current CID Funding Percentage) and a legal opinion, then the Trustee will endorse Schedule A of the Subordinate Notes to evidence an increase in the aggregate principal amount equal to the Certificate of Reimbursable Redevelopment Project Costs submitted.

The Subordinate Notes may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit C to the Indenture.

**THE SUBORDINATE NOTES ARE NOT BEING OFFERED BY THIS OFFICIAL STATEMENT.**

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\* Preliminary; subject to change.

## **SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**

### **Limited Obligations; Sources of Payment**

The Series 2023A Bonds and the interest thereon are limited obligations of the Authority, payable solely from proceeds of the Series 2023A Bonds, the Net Revenues and other moneys pledged thereto, as provided in the Indenture. Subject to the limitations contained in the Indenture, the Authority will pledge and assign moneys in the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund to the Bondowners as security for the payment of the Series 2023A Bonds and the interest thereon. Pursuant to the Financing Agreement, (i) the City has pledged to transfer to the Trustee for application to the payment of the Bonds, Net Revenues consisting of Payments in Lieu of Taxes and, subject to annual appropriation by the City, the Economic Activity Taxes, and (ii) the District has pledged to transfer to the Trustee for application to the payment of the Bonds, subject to annual appropriation by the District, Net Revenues consisting of the CID Portion of District Sales Tax Revenues and, subject to annual appropriation by the City, the TIF Portion of District Sales Tax Revenues.

**Because the TIF Act provides that 23 years is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs, except as necessary to correct administrative error, the obligation of the City to transfer Net Revenues consisting of Economic Activity Taxes and Payments in Lieu of Taxes to the Trustee for the repayment of the Bonds terminates on June 9, 2042, whether or not the principal amount or interest on the Bonds has been paid in full.**

**In addition, except as necessary to correct administrative error, the obligation of the District to transfer Net Revenues consisting of the CID Portion of District Sales Tax Revenues to the Trustee for the repayment of the Bonds terminates on June 9, 2042, whether or not the principal amount or interest on the Bonds has been paid in full. Accordingly, there will be no Net Revenues available for debt service on the Bonds, including the Series 2023A Bonds, after June 9, 2042, whether or not the principal amount thereof or interest thereon has been paid in full.**

**Under the Indenture, the CID Portion of District Sales Tax Revenues may be applied to no more than the CID Funding Percentage (as defined below) of the principal and interest payments on the Bonds. If no Priority Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the CID Portion of District Sales Tax Revenues as provided in the Indenture, then the Trustee will transfer any excess revenues in the District Revenues Account to the District for use in accordance with the CID Act. See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts” herein.**

The Bonds are not secured by a mortgage on any property. However, the TIF Act provides that the Payments in Lieu of Taxes that are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived. Upon a default in the payment of any Payments in Lieu of Taxes, the lien for such unpaid Payments in Lieu of Taxes may be enforced as provided by law.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE AUTHORITY, THE CITY, THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE ISSUANCE OF THE SERIES 2023A BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY, THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

### **Revenues**

*“Net Revenues”* means, collectively:

(a) all moneys deposited into the PILOTS Subaccount of the Special Allocation Fund (including investment earnings thereon);

(b) subject to annual appropriation by the City, all moneys deposited or deemed to be deposited into the EATS Subaccount of the Special Allocation Fund (including, without limitation, 50% of incremental Economic Activity Taxes generated in RPA 1, including the TIF Portion of District Sales Tax Revenues, and interest earnings thereon, but excluding any Economic Activity Taxes consisting of utility taxes and use taxes not readily identifiable by the City declared as surplus pursuant to the Redevelopment Agreement);

(c) subject to annual appropriation by the District, the CID Portion of District Sales Tax Revenues; and

(d) monies in any other fund of the City or the District that have been appropriated to the repayment of the Bonds.

Net Revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (2) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum until such suit or claim is resolved in favor of the City or the District, as applicable and (3) costs of enforcing the assessment of real property and improvements within RPA 1 and the payment and collection of Payments in Lieu of Taxes, Economic Activity Taxes and District Sales Tax Revenues.

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

***“Economic Activity Taxes”*** has the meaning assigned to such term in Section 99.805 of the TIF Act, but not including any license, tax or fee exempted from tax increment financing by State law.

***“CID Funding Percentage”*** means (a) initially, [\_\_\_\_]% or (b) such higher percentage as is specified in a certificate executed by the District and accompanied by an opinion of counsel to the District and addressed to the City, the Trustee, the District and the Authority stating the percentage of Reimbursable Redevelopment Project Costs that may be funded by the District under State law.

***“CID Portion of District Sales Tax Revenues”*** means the District Sales Tax Revenues, less (1) the TIF Portion of District Sales Tax Revenues, which will be deposited into the District Revenues Account of the Revenue Fund pursuant to the Indenture, (2) any District Sales Tax Revenues described in the South Anchor Parcel Development Agreement, that will be used to reimburse the applicable Sub-Developer for costs associated with a portion of the District Project and (3) District Expenses. For avoidance of doubt, after June 9, 2042 (i.e., the expiration of tax increment financing in RPA 1), there will be no further TIF Portion of District Sales Tax Revenues.

***“District Sales Tax”*** means the community improvement sales and use tax authorized by Section 67.1545 of the CID Act and imposed by the District at the rate of one percent (1%).

***“District Sales Tax Revenues”*** means the revenues from the District Sales Tax actually received by the District from the Missouri Department of Revenue.

***“South Anchor Parcel Development Agreement”*** means a Parcel Development Agreement that may be entered into among the City, the District, the Developer and a Sub-Developer (a) relating to the development of an approximately 65,000 square foot grocery anchor and other commercial uses on approximately seven acres of property located within RPA 1 and south of Olive Boulevard, and (b) providing that District Sales Tax Revenues generated from such property that are not required to be deposited into the Special Allocation Fund

by operation of the TIF Act may be used to (i) reimburse the Sub-Developer for costs of a portion of the District Project or (ii) pay debt service on notes, bonds or other obligations issued to finance the applicable portion of the District Project, in an amount not to exceed \$2,600,000 plus the costs of issuing such notes, bonds or other obligations.

“**TIF Portion of District Sales Tax Revenues**” means 50% of the District Sales Tax Revenues, to the extent tax increment financing remains in effect within the District, which shall be deposited into the EATs Account of the Revenue Fund as described below.

### **Indenture Funds and Accounts**

The City has agreed, pursuant to the Financing Agreement, to transfer the following sums to the Trustee on or before the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding:

- (1) all Net Revenues consisting of Payments in Lieu of Taxes in the PILOTS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the PILOTS Account of the Revenue Fund; and
- (2) subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes in the EATS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the EATS Account of the Revenue Fund.

If the Trustee has not received Net Revenues described above on or before the third calendar day of each month, the Trustee will notify the Authority, the City, the District, the Monitor and the Purchaser of such non-receipt. Notwithstanding the foregoing, the City will not make the transfers described in (1) and (2) above after June 9, 2042, except as necessary to correct administrative error.

The District has agreed, pursuant to the Financing Agreement, to transfer the following sums to the Trustee on the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding:

- (1) subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues for deposit in the District Revenues Account of the Revenue Fund; and
- (2) subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues for deposit in the EATs Account of the Revenue Fund.

If the Trustee has not received the revenues described above on or before the third calendar day of each month, the Trustee will notify the Authority, the City, the District and the Purchaser of such non-receipt. Notwithstanding the foregoing, the District will not make the transfers described above after June 9, 2042 except as necessary to correct administrative error.

**Revenue Fund.** On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the Trustee will apply moneys in the Revenue Fund (drawing from the accounts of the Revenue Fund in this order: PILOTS Account, EATS Account and District Revenues Account, unless otherwise indicated) to the extent necessary for the purposes and in the amounts as follows:

*First*, from the PILOTS Account and EATs Account only, pay the RPA 2/3 Annual Retainage Amount to the City;

*Second*, transfer to the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, with respect to the Tax-Exempt Bonds to the United States of America, owed under Section 148 of the Code, as directed in writing by the Authority in accordance with the Tax Compliance Agreement;

*Third*, if the next Interest Payment Date is June 15, pay to the Trustee or any Paying Agent and the Monitor an amount sufficient to pay any fees and expenses that are due and owing to the Trustee or any Paying Agent and the Monitor for such calendar year, upon delivery to the City of an invoice for such amounts (provided that the payments to the Trustee and any Paying Agent may not exceed \$5,000 in any year except as otherwise provided in the Indenture and payments to the Monitor may not exceed in the aggregate \$[\_\_\_\_\_] in any calendar year);

*Fourth*, if the next Interest Payment Date is June 15, from the PILOTS Account and the EATS Account only, pay to the City the amount of \$26,522.50 for calendar year 2023, increased by 3.0% for each subsequent calendar year, for fees and expenses incurred by the City in the administration of the Redevelopment Plan;

*Fifth*, if the next Interest Payment Date is June 15, transfer to the Extraordinary Expense Fund an amount, not to exceed \$10,000, sufficient to cause the balance in said fund to equal \$30,000;

*Sixth*, transfer to the Series 2023A Subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient (taking into account amounts on deposit therein and in the Series 2023A Subaccount of the Capitalized Interest Account of the Debt Service Fund) to pay the interest and principal due (by reason of stated maturity) on the Series 2023A Bonds on the next Interest Payment Date;

*Seventh*, transfer to the Series 2023A Subaccount of the Redemption Account within the Debt Service Fund, an amount sufficient to redeem Series 2023A Bonds that are subject to special mandatory redemption up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule;

*Eighth*, if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency therein;

*Ninth*, transfer to the Subordinate Notes Subaccount of the Debt Service Account within the Debt Service Fund an amount sufficient to pay accrued interest and principal due (by reason of stated maturity) on the Subordinate Notes on the next Interest Payment Date;

*Tenth*, transfer to the Subordinate Notes Subaccount of the Redemption Account within the Debt Service Fund, all remaining Net Revenues to redeem the Subordinate Notes that are subject to special mandatory redemption; and

*Eleventh*, transfer to the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund, all remaining Net Revenues to redeem the Series 2023A Bonds that are subject to special mandatory redemption.

If necessary, on the Business Day prior to each Interest Payment Date (drawing from the accounts of the Revenue Fund in this order: District Revenues Account, PILOTS Account and EATS Account), the Trustee will transfer to the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund an amount sufficient to pay the principal of or interest on the Priority Bonds due on the next Interest Payment Date.

Notwithstanding anything to the contrary contained herein, no funds in the District Revenues Account will be applied to the transfers and payments described under "*Revenue Fund*" above (other than under clause *Fourth*) if such application will result in the CID Portion of District Sales Tax Revenues funding more than the CID Funding Percentage of such transfers and payments on a cumulative basis. If no Priority Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the CID Portion of District Sales Tax Revenues as provided above, then the Trustee will transfer any excess revenues in the District Revenues Account to the District for use in accordance with the CID Act.

If the moneys in the Revenue Fund are insufficient to make the payment to the City described in *Fourth*, then the unpaid portion will be carried forward to the next Interest Payment Date, with interest on any unpaid portion at the Trustee's base lending rate plus 2%.

***Debt Service Fund.*** Except as otherwise provided in the Indenture, all amounts paid and credited to the Debt Service Fund will be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay all accrued interest on the Priority Bonds and the Subordinate Notes on any Interest Payment Date, then such moneys will be applied (1) first to the Priority Bonds ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion will accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Priority Bonds, as applicable, to the extent permitted by law and (2) then to the Subordinate Notes ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion will accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Subordinate Notes to the extent permitted by law.

***Project Fund.*** The money in the Refunding Account of the Project Fund will be disbursed by the Trustee, without further authorization, on the date of issuance of the Series 2023A Bonds to or at the direction of the owner of the City TIF Notes, to pay the principal of and interest on that portion of the City TIF Notes refunded thereby. Moneys in the Costs of Issuance Account of the Project Fund will be disbursed by the Trustee for the sole purpose of paying costs of issuance of the Bonds. Any moneys remaining on deposit in the Costs of Issuance Account of the Project Fund 180 days after the issuance of the Series 2023A Bonds will, without further authorization, be deposited in the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund and used to pay principal of or interest on the Series 2023A Bonds on the next Interest Payment Date.

***Debt Service Reserve Fund.*** Except as otherwise provided in this Indenture, moneys in the applicable account or accounts of the Debt Service Reserve Fund will be used by the Trustee without further authorization solely for the payment of the principal of and interest on the corresponding series of Priority Bonds if moneys otherwise available for such purpose are insufficient to pay the same as they become due and payable, and to make the final payment on the applicable series of Priority Bonds. The amounts on deposit in the Debt Service Reserve Fund will be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee will give prompt written notice to the Authority and the City if such amount is less than the Debt Service Reserve Requirement. Moneys in any account of the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement with respect to a series of Priority Bonds on any valuation date will be deposited by the Trustee without further authorization in the corresponding subaccount of the Redemption Account of the Debt Service Fund.

***Rebate Fund.*** The Trustee will deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement in accordance with written instructions from the Authorized Authority Representative. Subject to the transfer provisions provided in the Indenture, all money at any time deposited in the Rebate Fund and any income earned thereon will be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the City, the District or the Owner of any Bonds will have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund will be governed by the applicable section of the Indenture and by the Tax Compliance Agreement.

***Extraordinary Expense Fund.*** Amounts on deposit in the Extraordinary Expense Fund will be used only for the purposes of (1) paying the fees, expenses and other costs, including legal fees, incurred by the Authority, the City and/or the District in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Tax-Exempt Bonds, including legal fees incurred and any rebate obligations, fines or penalties imposed and (2) paying the fees, expenses and other costs incurred by

the Authority or the City in connection with any default or Event of Default under the Indenture. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a written request signed by the Authorized Authority Representative, including invoices for such fees, expenses and other costs.

### ESTIMATED SOURCES AND USES OF FUNDS

The following is a summary of the anticipated sources and uses of funds in connection with the issuance of the Series 2023A Bonds\*:

*Sources of Funds:*

Series 2023A Bonds Proceeds.....	\$
Original Issue Discount/Premium .....	
<b>Total</b> .....	<b>\$</b>

*Uses of Funds:*

Deposit to Refunding Account of Project Fund .....	\$
Deposit to Capitalized Interest Account of the Debt Service Fund.....	
Deposit to Debt Service Reserve Fund.....	
Pay to the City for RPA 2 Redevelopment and Other Costs .....	
Costs of Issuance ** .....	
<b>Total</b> .....	<b>\$</b>

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\* Preliminary; subject to change.

\*\* Includes Underwriter's discount.

## THE AUTHORITY

### Organization and Powers

The Authority is a public corporation, duly organized and existing under the laws of the State, including particularly the Act. Under the Act, the Authority is authorized and empowered to issue revenue bonds for the purpose of paying the cost of certain "projects" as defined in the Act, to loan the proceeds from the sale of such bonds for such use and to secure the payment of such bonds as therein provided and to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it.

None of the City, the District or any political subdivision, agency, or instrumentality thereof (other than the Authority) shall in any event be liable for the payment of principal of or interest on the Series 2023A Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever undertaken by the Authority, and neither the Series 2023A Bonds nor any of the Authority's agreements or obligations under any resolution, lease or other agreement shall be construed to constitute a general obligation or debt of the Authority, the City, the District, the State, or any political subdivision or agency or instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The Authority has no taxing power.

The Series 2023A Bonds are special, limited obligations of the Authority payable solely from Pledged Revenues, as described herein and defined in the Indenture. The Series 2023A Bonds are not obligations of the City or the District, and no recourse shall be had against any elected official, officer, employee, or agent, as such, of the City or the District for payment upon any such Bonds or obligations of the Authority. No recourse shall be had against any director, officer, employee, or agent, as such, of the Authority for payment upon any such Bonds and no recourse shall be had against the Authority for payment upon any such Bonds unless payments and certain moneys are placed on deposit under the Indenture for such payment and are available to the Authority. No recourse shall be had for the payment of the principal of or interest on any of the Series 2023A Bonds or for



any claim based thereon against any past, present, or future director of the Authority. See “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Limited Obligations; Sources of Payment**” herein.

**Membership**

The Authority has a Board of Directors in which all of the powers of the Authority are vested, which presently consists of seven directors, all of which are duly qualified electors and taxpayers in the City. The persons currently serving as directors and officers are:

<u>Name</u>	<u>Office</u>
Susan Armstrong	Director/Vice President
Chris Blumenhorst	Director/Secretary/Treasurer
Dorothy Davis	Director
Jeff Dobslaw	Director
Cynthia Martin	Director
Cirri Moran	Director/Asst Secretary/Asst Treasurer
James Nowogrocki	Director/President
Gregory Rose	Executive Director

The principal mailing address of the Authority is 6801 Delmar Boulevard, University City, Missouri 63301.

**Indebtedness of the Authority**

The Authority is authorized to issue and may issue other series of bonds and notes secured by instruments separate and apart from the Indenture. The owners of such bonds and notes will have no claim on the assets, funds, or revenues of the Authority securing the Series 2023A Bonds. The holders of the Series 2023A Bonds will have no claim on the assets, funds, or revenues of the Authority securing such other bonds and notes.

With respect to additional indebtedness of the Authority, the Authority intends to enter into separate agreements for the purpose of providing financing for eligible projects. Issues which may be sold by the Authority in the future will be created under separate and distinct indentures or resolutions and secured by instruments, properties, and revenues separate from those securing the Series 2023A Bonds.

**EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THIS SECTION, NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY, AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

**THE CITY**

**General**

Located in St. Louis County, the City covers approximately 6 square miles and is within the St. Louis Metropolitan Statistical Area. The City was named for its close proximity to Washington University, whose campus now abuts the City on its southeast boundary. The City is centrally located with easy access to I-64, I-70, I-44, Forest Park Parkway and the Delmar MetroLink Station. The City is a cultural center and entertainment destination for the St. Louis metropolitan area.

## Government

The City is a home rule city as permitted under the Missouri Constitution. The City was incorporated in 1906 and, under its charter, adopted in 1947, the City is governed under the Council/Manager form of government. The legislative body of the City is the City Council which is comprised of six council members and a mayor. Council members are elected at large to serve four year terms, one half of which expire every two years.

The Mayor is elected at large to serve a four year term and is the presiding officer of the City Council. The Mayor may vote on any matter before the City Council but has no veto power.

The City Manager is appointed by the City Council. The City Manager is responsible for the day-to-day management of the City's government business and staff. The City Manager is also responsible for the employment and discharge of non-elected City officials under policies established by the City Council. The City Manager is also the Finance Director, unless otherwise provided by the council, in which event the Finance Director is appointed by the City Manager. The Finance Director is responsible for preparation of the City's budget, investments, and management of the City's other financial functions.

City services and functions are divided into the following nine departments: Administration; Community Development; Finance; Fire Department; Human Resources; Municipal Court; Parks, Recreation and Forestry; Police Department; and Public Works. The City has twenty-one advisory boards and commissions composed of citizens appointed by the City Council. The boards and commissions hold meetings, conduct hearings and make recommendations to the City Council.

The current Mayor and members of the City Council\* are:

<u>Name</u>	<u>Office</u>	<u>Year Current Term Expires</u>
Terry Crow	Mayor	April 2026
Jeff Hales	Councilmember 1st Ward	April 2024
Steve McMahon	Councilmember 1st Ward	April 2026
Aleta Klein	Councilmember 2nd Ward	April 2024
Bwayne Smotherson	Councilmember 3rd Ward	April 2024
Stacy Clay	Councilmember 3rd Ward	April 2026

\* A 2nd Ward councilmember seat is currently vacant. The City Council expects to fill the vacancy by April 2023.

The City has approximately 230 full-time equivalent employees. Certain City employees are represented by collective bargaining units. Police officers and sergeants are represented by the Eastern Missouri Coalition of Police Fraternal Order of Police Lodge 15. Paramedic firefighters and paramedic firefighter captains are represented by The University City Fire Department Shop of I.A.F.F Local 2665.

## Economic and Demographic Information

**Population.** The following table sets forth population statistics for the City:

<u>Year</u>	<u>Population</u>
1990	40,087
2000	37,428
2010	35,371
2020	35,065

Source: Official census counts of the United States Department of Commerce, Bureau of Census

**Transportation.** The City is traversed by Interstate 170, providing direct access to Highway 40 (Interstate 64), Interstate 270 and Interstate 70. This network of highways provides the City convenient access to the entire St. Louis Metropolitan Area. Regularly scheduled air passenger and freight service is available at the St. Louis-Lambert International Airport located twenty minutes from the City. Commercial air service is available at the Spirit of St. Louis Airport located approximately 10 miles northwest of the City.

**Economy.** Known for a diverse mix of retail and restaurant establishments and cultural activities, the City is a regional destination in the St. Louis region. It is located north of Washington University Saint Louis, west of the City of St. Louis, and near major transportation corridors making access to City attractions convenient. Most commercial development is located along two major thoroughfares: Olive Boulevard and Delmar Boulevard. These two roadways run parallel to each other, traversing the City from east to west. The City’s economy is also supported by secondary business districts and neighborhood serving commercial districts. The City is fully landlocked and developed as a stable residential community with a large variety of housing types that contribute to growth in residential and commercial assessed values. The City’s future growth continues to be in the development and redevelopment of residential areas.

**Property Taxes**

The City’s property taxes are levied each October based on the assessed valuation for all real and personal property located in the City as of the previous January 1. Taxes are billed in November and due and payable on or before December 31. Liens are placed on property for delinquent taxes on January 1 following the due date. The St. Louis County Assessment Board establishes assessed values.

For 2022, the City’s tax rate levied per \$100 of assessed valuation was as follows:

	<b>Real Estate</b>		<b>Personal Property</b>	<b>Total</b>
	<b>Residential</b>	<b>Commercial</b>		
General Fund	\$ 0.4480	\$ 0.4870	\$ 0.6800	\$ 1.6150
Police and Fire Pension	0.1330	0.1330	0.1950	0.4610
<b>Total City Tax Rate</b>	<b>\$ 0.5810</b>	<b>\$ 0.6200</b>	<b>\$ 0.8750</b>	<b>\$ 2.0760</b>

**Sales Taxes**

The City has a general sales tax of one percent (1.0%), deposited to the general fund, and the following sales taxes that are restricted in use to specific purposes: a one-half percent (0.50%) sales tax for parks and stormwater, deposited to the parks and stormwater sales tax fund; a one-half percent (0.50%) sales tax for capital improvements, deposited to the capital improvements sales tax fund; a one-quarter percent (0.25%) sales tax for fire protection, deposited to the general fund; and a one-quarter percent (0.25%) sales tax for the purpose of economic development, deposited to the economic development sales tax fund. In St. Louis County (the “County”), some sales taxes are collected by the State and dedicated and distributed directly to the city responsible for generating the tax. Other sales taxes, specifically the general sales tax and the capital improvements sales tax, are collected by the State, distributed to the County and then distributed by the County according to each city’s status as a “point of sale” or “pool” city. “Point of sale” cities receive approximately 85% of tax revenues generated within their borders, with the remaining 15% being allocated to the “pool”. The tax revenues generated within “pool” cities are also allocated to the “pool” and each pool city receives a portion of the total pool revenues on a per capita basis. The City is a “pool” city for purposes of its general sales tax and the capital improvements sales tax. Parks and stormwater, fire protection and economic development sales taxes are not subject to any “pool” distribution (accordingly, 100% of those tax revenues are distributed to the City).

The description of City sales taxes above does not include the District Sales Tax, which is imposed by the District and only within the boundaries of the District.

## **THE MARKETS AT OLIVE**

### **Overview**

The Markets at Olive is the approximately 46-acre commercial and retail redevelopment project underway within the approximately 50-acre RPA 1. RPA 1 is located on the western edge of the City approximately eight miles west of downtown St. Louis, Missouri along Olive Boulevard between the intersections of McKnight Road and Interstate 170, between Interstates 64 and 70. The development is approximately a nine-minute drive from the Washington University in St. Louis campus and an approximately eight-minute drive from downtown Clayton, Missouri. St. Louis Lambert International Airport is approximately five miles to the north.

Redevelopment of RPA 1 began in 2017 when the City issued its Request for Proposals and approved the Redevelopment Plan for RPA 1. After significant planning and review of proposals, in January 2019 the City selected the Developer as the designated developer for RPA 1 and entered into the Redevelopment Agreement. In March 2021, the Developer acquired the 16-acre portion of RPA 1 upon which the Costco Wholesale Club now operates. Following March 2021, the Developer continued to acquire parcels within RPA 1. In November 2021, the current members of the Developer purchased the membership interests of the Developer from Novus Development Co. From and after November 2021 the Developer continued to acquire parcels within RPA 1 planned for retail redevelopment, with the last acquisition occurring in May 2022.

On June 24, 2022, the Developer closed on construction financing for (i) construction of two retail buildings, (ii) site work necessary for delivery of two pad ready sites, and (iii) site work necessary for the sale of an approximately seven acre parcel for development by a third party. On July 11, 2022, the Developer closed on additional financing for construction of a retail building and site work necessary for delivery of a ground lease pad site. To date, approximately \$124 million has been invested by the Developer in RPA 1 to acquire property, demolish older buildings, prepare various sites for development and commence construction of certain retail facilities. The Developer expects to invest an additional approximately \$24 million in the development of the retail components of RPA 1. The Developer anticipates that other ground lease tenants and owners of property within RPA 1 will be making significant investments to develop their applicable parcels.

Approximately 39 of the 46 acres is available for building and parking. The most significant development to date within RPA 1 is the construction and opening on October 25, 2022 of an approximately 156,000 square foot Costco store and parking lot on an approximately 16-acre parcel owned by Costco Wholesale Corporation. The remaining developable portion of RPA 1 is approximately 27 acres, approximately 23 acres of which is expected to be redeveloped for mixed-use commercial retail purposes, including two other retail anchor stores and several smaller retail stores, including restaurants. Approximately 4 acres of RPA 1 is expected to be developed as an approximately 194-unit multi-family apartment complex (however, the Developer is not obligated under the Redevelopment Agreement to complete the apartment complex). As of the date of this Official Statement, two new commercial retail buildings are under construction. The Developer has entered into three retail tenant leases, two ground leases, and is under contract for the sale of an approximately 7.5-acre parcel within RPA 1, which would result in the construction of another retail anchor store.

### **The Developer**

U. City, L.L.C. is a special purpose entity formed as a joint venture by and among Robert G. Clark, Lawrence R. Chapman, Jr., David Hutkin, and Caroline P. Saunders. Its sole member, 170 and Olive Holdco,

LLC, is owned by trusts and other entities that are controlled by Mr. Clark, Mr. Chapman, Mr. Hutkin and Ms. Saunders.

Robert (Bob) G. Clark is the Founder and Executive Chairman of Clayco, a privately held full-service, turnkey real estate, architecture, engineering, design-build and construction firm that delivers for its clients across North America, with \$4.9B in revenue in 2022. Larry Chapman is President and Chief Executive Officer of Seneca CRE, LLC and Chapman Ventures LLC. A licensed Missouri real estate broker, Mr. Chapman has over 40 years of experience in real estate development, both in his adopted hometown of St. Louis, Missouri and throughout the United States. Mr. Clark and Mr. Chapman have worked as development joint venture partners for over 30 years. Caroline P. Saunders is a transactional corporate counsel attorney with expertise in commercial and industrial real estate development and financing. Ms. Saunders served as in house general counsel for Clayco for fourteen years. David Hutkin has 40 years of experience in the commercial real estate industry. From 1992 – 1996, Mr. Hutkin served as President, CEO and one of the founding partners of Saint Louis Bread Company and led the sale of the company to Au Bon Pain, a publicly traded restaurant chain that rebranded the restaurants as Panera Bread.

### Ownership

The following table shows the current ownership of the land comprising the Markets at Olive with newly assigned addresses:

<u>Property Owner</u>	<u>Parcel Addresses</u>	<u>Approximate Acres</u>
170 and Olive Holdco, LLC (sole member of U. City, L.L.C.)	8603 Olive Boulevard	8
	8609 Olive Boulevard	
	8610 Olive Boulevard	
	8615 Olive Boulevard	
	8616 Olive Boulevard	
	8618 Olive Boulevard	
	8619 Olive Boulevard	
	8620 Olive Boulevard	
	8622 Olive Boulevard	
	8624 Olive Boulevard	
	8625 Olive Boulevard	
	8626 Olive Boulevard	
	8628 Olive Boulevard	
	8630 Olive Boulevard	
	8636 Olive Boulevard	
U. City, L.L.C.	8645 Olive Boulevard	15
	8664 Olive Boulevard	
	8670 Olive Boulevard	
	8680 Olive Boulevard	
	8688 Olive Boulevard	
	1009 Woodson Road 1155 Woodson Road 1255 Woodson Road	
Costco Wholesale Corporation	8675 Olive Boulevard	16
	8685 Olive Boulevard	

## **Management**

RPA 1 is governed by certain covenants, restrictions, and agreements including: (a) the Construction, Operation and Reciprocal Easement Agreement dated as of March 29, 2021, by and among U. City, L.L.C., U. City TIF Corporation, and Costco Wholesale Corporation, as amended from time to time (the “**COREA**”); and (b) a Declaration of Easements, Covenants and Restrictions for the Markets at Olive, as amended by the First Amendment to Declaration of Easements, Covenants and Restrictions for Market at Olive dated December 1, 2022, as further amended from time to time (“**DECR**”). Pursuant to the terms of the DECR, the redevelopment will be managed by a property management company contracted for by the “Trustees” elected or appointed by the declarant and other property owners subject to the DECR. At this time, no property management company has been selected.

## **Environmental Assessments**

SCI Engineering (“**SCI**”) performed various Phase One Environmental Site Assessments, Phase Two Environmental Site Assessments, Asbestos Surveys, and Household Hazardous Waste/Universal Waste (“**HHW/UW**”) surveys of the properties located within RPA 1. Prior to demolition of the former on-site structures, asbestos containing materials as well as HHW/UW materials were removed by licensed abatement contractors. SCI performed third-party air monitoring during the abatement activities. An underground storage tank and petroleum impacted soils were identified during grading activities within RPA 1. SCI performed characterization sampling and monitoring during the removal of these materials. Low-level impact associated with past dry-cleaning operations was identified at 8601 Olive Boulevard; however, the concentrations do not exceed applicable residential or non-residential target levels established by the Missouri Department of Natural Resources (“**MDNR**”). Impact has also been identified in connection with a former laundry store located at 8637 Olive Boulevard. This property is enrolled in MDNR’s Brownfields Voluntary Cleanup Program so that a Certificate of Completion can be obtained.

## **Competition**

There are several retail developments within a five mile radius of RPA 1 and the District that are expected to compete with the Markets at Olive for customers. The retail development that is expected to offer the largest competitive challenge to Markets at Olive is located approximately 3.5 miles south of the project on I-170 at Eager Road/Hanley Road. It should be noted, however, that the Developer is under contract for the sale of land with one of the anchor stores in the I-170/Eager/Hanley development and is in negotiations with another anchor store in that development, which may suggest that these retailers believe the customer base that currently shops at the I-170/Eager/Hanley development is underserved and can support both retail developments.

Additionally, there are grocery-anchored retail centers, restaurants and other retail establishments to the north and south of Markets at Olive along I-170 that may provide competition for some of the businesses that will be located at the Markets at Olive.

## **Business Information**

Currently, the Costco Wholesale Club is the only retail business that is open at the Markets at Olive. Several other businesses have entered into leases with the Developer, and site construction has begun for certain of these future tenants. The following is a list of the businesses and expected future business that have signed leases or have purchased property in the Markets at Olive redevelopment area:

<b>Tenant/Owner</b>	<b>Lease Term**</b>	<b>Leased/Owned Area</b>	<b>Business Type</b>	<b>Future Location</b>	<b>Open/Anticipated Opening</b>
Raising Canes	15 years	1.17 acres (ground lease)	Restaurant	Building G	October 2023
Panera	10 years	2,538 sf	Restaurant	Building O	September 2023
Chase Bank	15 years	0.69 acres (ground lease)	Bank	Building I	October 2023
Chipotle	13 years	2,409 sf	Restaurant	Building N	October 2023
First Watch	10 years	4,229 sf	Restaurant	Building N	October 2023
Costco	N/A	156,000 sf (owned)	Wholesale Club	N/A	Open

\*\* Each lease has renewal provisions, at tenant’s option, for aggregate periods ranging from 15 to 25 years.

**Anchor J Retailer.** Dierbergs University City, LLC, an affiliate of Dierbergs Markets (“**Dierbergs**”), has entered into a purchase agreement with U. City, L.L.C. for the purchase of approximately 7.5 acres of land in the Markets at Olive development (labeled as “Anchor J” on page (i) of this Official Statement). Dierbergs plans to build an approximately 73,000 square foot grocery store, plus two commercial out parcels adjacent to Olive Boulevard to be leased to as-yet unidentified businesses. Dierbergs has received certain site plan and zoning approval from the City.

The Dierbergs purchase agreement has a number of contingencies that must be satisfied or waived prior to closing, including receipt of several approvals from the City, which include, but are not limited to, receiving sales tax exemption on the purchase of construction materials to be used for the construction of the Dierbergs store and the issuance of obligations to Dierbergs in the principal amount of \$2,600,000 (the “**Dierbergs Obligation**”) that are secured by the District Sales Tax revenues, less the TIF Portion of District Sales Tax Revenues, generated at the Dierbergs grocery store and the two retail outparcel components of the Dierbergs parcel (the “**Dierbergs Parcel**”). Upon satisfaction of the contingencies, Dierbergs and U. City, L.L.C. intend to close on the purchase and sale. Dierbergs has agreed in the purchase agreement to promptly proceed with the construction of a grocery store on the Dierbergs Parcel within a commercially reasonable period of time, and to complete such store and be open for business not later than 24 months after the closing. Currently, the parties expect that the Dierbergs store will open in the second quarter of 2024. See “**THE DISTRICT – District Sales Tax Revenues**” herein.

Dierbergs is one of the largest full line local grocery store chains in the greater St. Louis region, with 25 stores located throughout the metropolitan St. Louis area in Missouri and Illinois. The company was founded by the Dierberg family in the late 19th century and remains privately owned and operated.

**Anchor B Retailer.** A national large format retailer has delivered to the Developer an executed letter of intent dated October 11, 2022 with its preferred terms for a purchase contract for approximately 7.49 acres of land (labeled as “Anchor B” on page (i) of this Official Statement) within the Markets at Olive development. The letter identifies March 31, 2023 as the anticipated closing date for the purchase, and an estimated store opening date of April 6, 2025. While certain development plans and zoning approvals have already been finalized, negotiations for the purchase and sale are ongoing, and the Developer believes that the purchase and sale is unlikely to occur by the end of March 2023. If the negotiations are successful, the Developer anticipates that this retail store could be open on or before mid-year 2026. The Developer has indicated that should the

current prospective retailer fail to purchase the land as expected, other users have expressed interest in the property.

***Future Apartments*** The Developer expects an apartment complex will be constructed on a site presently comprised of 18 residential parcels known as Mayflower Court, identified on the map on page 27 as “future apartment site”. The apartments will consist of approximately 194 units, and will include parking and tenant amenities. The Developer currently owns five of the 18 parcels, with another under contract. The Developer is continuing in negotiations for the purchase of the remaining twelve parcels and anticipates it will acquire them before the end of the year. If the closings occur as anticipated, the Developer expects construction of the apartments to commence in 2024. The apartment site is not included in the District.

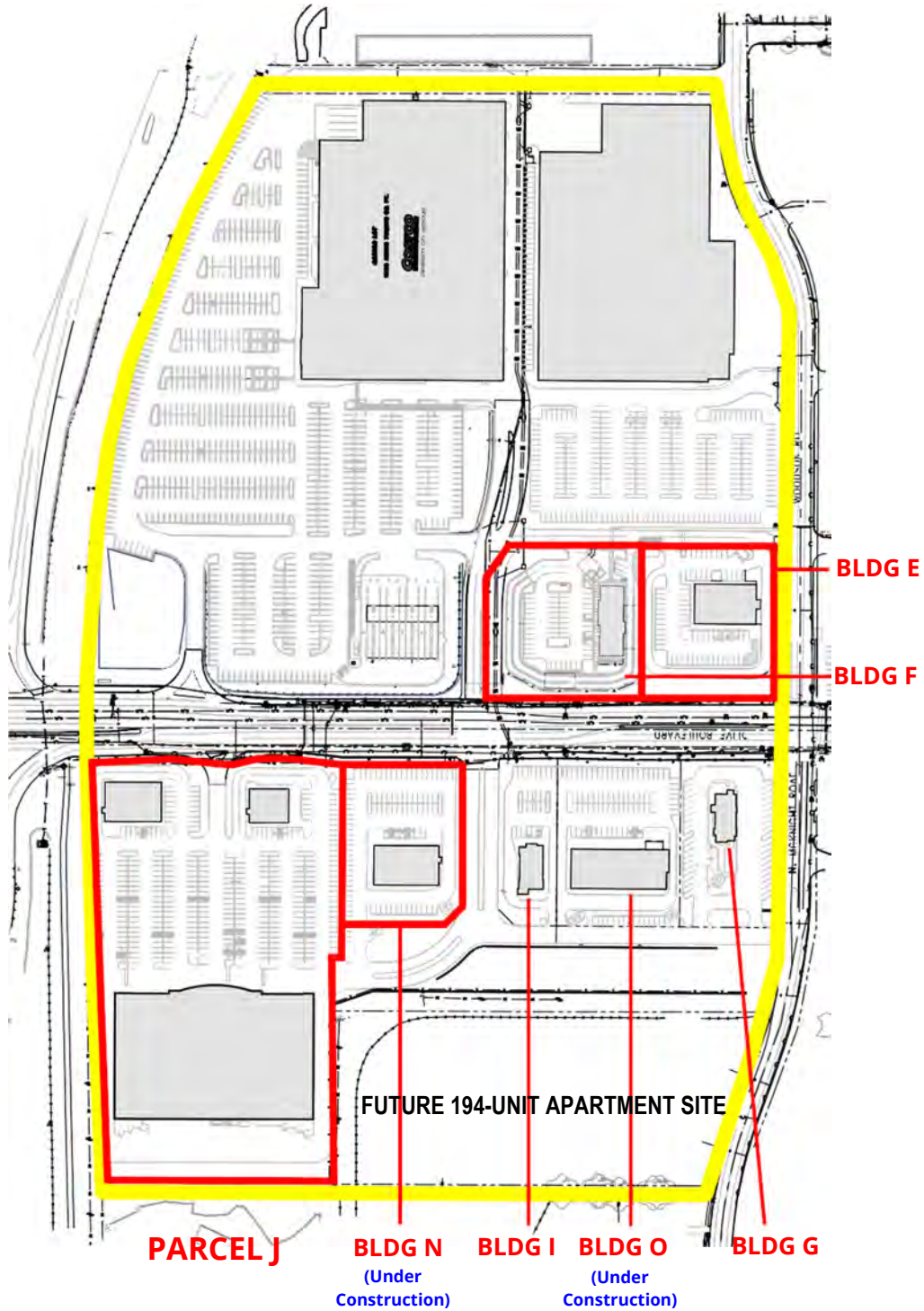
***Status of Other Construction.*** Construction of two buildings in the southern portion of the RPA 1 is currently underway (the buildings are identified as “Bldg N” and “Bldg O” on the following page). Building N’s exterior structure is nearly complete, and the Developer expects both buildings to be complete by this summer. The Developer also anticipates that construction of a building in the northern portion of RPA 1 will commence soon (identified as “Bldg E” on the following page). Another retailer is obtaining permits for the construction of another retail business (identified as “Bldg G” on the following page), and the Developer expects construction on that parcel will also begin soon.

*[Remainder of Page Intentionally Left Blank]*



**RPA 1**

RPA 1 is approximately 50 acres and comprises the entire Markets at Olive commercial area described above, as well as approximately 4 acres that is expected to be developed as multi-family housing. The following depicts the boundaries of RPA 1:

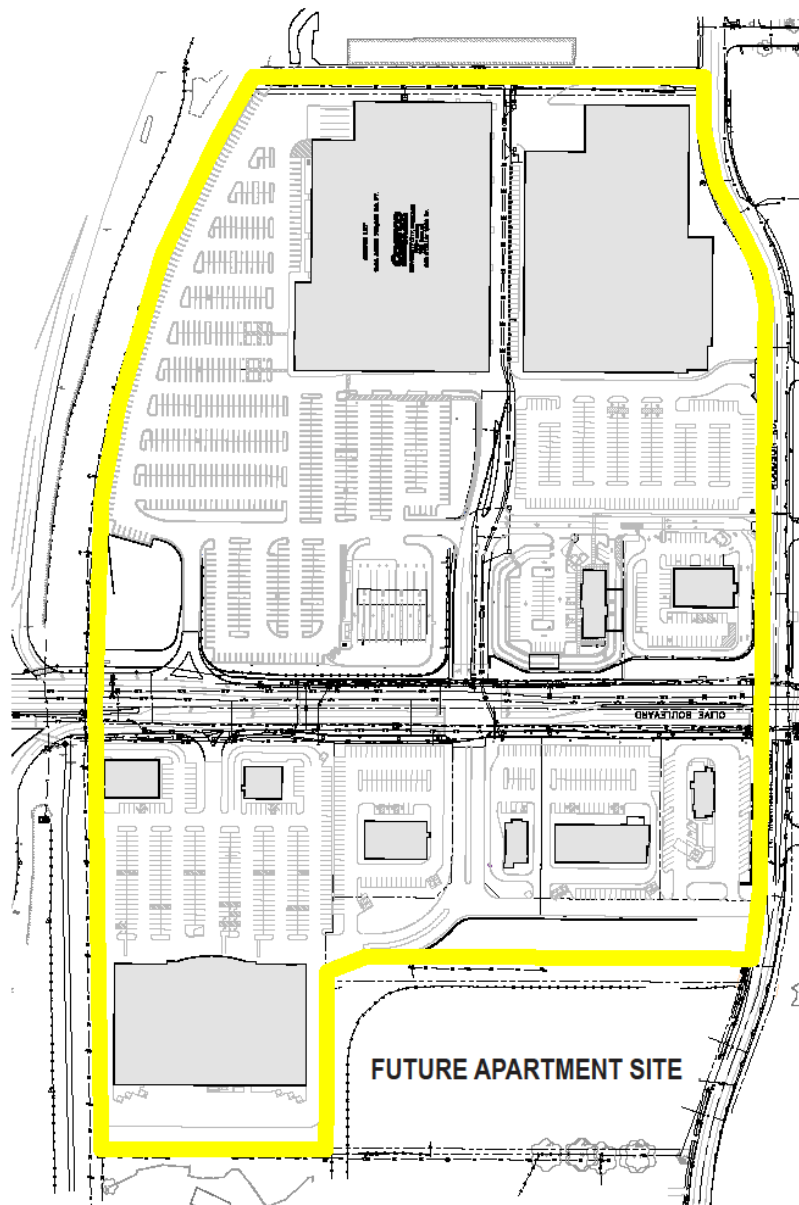


## THE DISTRICT

### General

The District is a community improvement district and a political subdivision of the State, formed pursuant to the CID Act. The District was originally formed upon the approval by the City Council on August 10, 2020 of Ordinance No. 7131 approving an “Amended and Restated Petition to Establish The Markets at Olive Community Improvement District.” Pursuant to Ordinance Nos. 7153 and 7208 approved by the City Council on June 14, 2021 and November 28, 2022, respectively, the City approved expanding the size of the District to its current boundaries. After these expansions, the District now has an area of approximately 46 acres, is entirely within RPA 1, and roughly comprises the same area as the Markets at Olive commercial area. There are no plans for future expansion of the District.

The following depicts the current boundaries of the District:



The District is governed by a five-member Board of Directors (the “Board”). Each current member of the Board has previously been appointed by the Mayor of the City, with the consent of the City Council, and is serving a four-year term. In addition, pursuant to the “Amended and Restated Petition to Establish The Markets at Olive Community Improvement District” approved by Ordinance No. 7131, two of the five directors on the Board will be representatives of the City. Successor directors are appointed in the same manner as the initial Board and serve for terms of four years. Each director serves without compensation. The current directors and officers of the District are as follows:

<u>Name</u>	<u>Office</u>	<u>Principal Employment</u>	<u>Term Expires</u>
Lawrence (Larry) R. Chapman, Jr.	Chair	Developer, Seneca CRE, LLC	7/13/2024
Caroline P. Saunders	Secretary	Attorney at Schott & Hamilton, LLC	7/13/2026
Keith Cole	Director	City Finance Director	7/13/2026
Gregory Rose	Vice Chair	City Manager	7/13/2024
Jeff Pardieck	Treasurer	Accountant at CRG	7/13/2026

Cook & Riley, LLC, St. Louis, Missouri, serves as counsel to the District.

### **District Sales Tax Revenues**

All of the qualified voters within the District voting on the proposition approved the imposition of a sales and use tax within the District in the amount of one percent (1.0%) on all transactions that are taxable pursuant to the CID Act. By resolution adopted by the Board of Directors of the District and notification to the Missouri Department of Revenue, the District has imposed the District Sales Tax within the District. According to the records of the District and the Missouri Department of Revenue, the District Sales Tax was effective as of January 1, 2021 and is authorized to remain in effect for a period of 50 years from the original formation date of the District, expiring on August 9, 2070 or until such time as the District is terminated if such time is less than such expiration date.

The retail establishments located in the District collect the District Sales Tax and forward the District Sales Tax Revenues to the Missouri Department of Revenue for further remittance to the District. Under State law, taxpayers who promptly pay their sales taxes are entitled to retain 2% of the amount of taxes owed.

The District, the City and the Authority have entered into the Financing Agreement pursuant to which the District agrees to distribute, not later than the first day of each month (or the next Business Day thereafter if the first day is not a Business Day), (1) subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues to the Trustee for deposit into the District Revenues Account of the Revenue Fund, and (2) subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues for deposit in the EATs Account of the Revenue Fund.

The District, the City and the Developer have entered into an Amended and Restated District Project Agreement dated as of [\_\_\_\_\_], 2023 (the “*District Project Agreement*”) pursuant to which the parties to the District Project Agreement may enter into parcel development agreements which may provide for District Sales Tax Revenues generated from a certain property or properties that would otherwise be included in the CID Portion of District Sales Tax Revenues to be used to reimburse a sub-developer for District project costs, or pay debt service on obligations issued by or on behalf of the District to reimburse the sub-developer for District project costs. The parties anticipate that the Dierbergs Obligation will be issued in accordance with this provision and will be payable solely from District Sales Tax Revenues, less the TIF Portion of District Sales Tax Revenues, that are generated within Dierbergs Parcel. Owners of the Series 2023A Bonds will therefore not receive the CID Portion of District Sales Tax Revenues on sales made by retailers located in the Dierbergs Parcel until the prospective Dierbergs

Obligation is fully redeemed, and the Underwriter has not included such revenue in its Structuring Assumptions. See “**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS – Structuring Assumptions**” herein.

Pursuant to the CID Act, a community improvement district may repeal by resolution any sales tax imposed pursuant to the CID Act before the expiration date of such sales tax **unless** the repeal of such sales tax will impair the district’s ability to repay any liabilities the district has incurred, moneys the district has borrowed or obligations the district has issued to finance any improvements or services rendered for the district.

## **PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**

### **Introduction**

The following discussion describes the assumptions (the “*Structuring Assumptions*”) used by the Underwriter to calculate the projected average life of the Series 2023A Bonds pursuant to the special mandatory redemption provisions under the various cases described below. Potential investors are cautioned that the information under this caption of the Official Statement represents “forward-looking statements” as described on page (iv) of this Official Statement and under “**BONDHOLDERS’ RISKS – Forward Looking Statements**” herein. References to “anchors” and “buildings” below correspond to the anchors and buildings identified on the illustration on the following page of this Official Statement.

### **Structuring Assumptions**

**General.** The Structuring Assumptions described under this heading were prepared by the Underwriter. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Actual results achieved will vary from the results based on the Structuring Assumptions, and the variations may be material. If actual results are materially different from those assumed, it will have a material effect on the projections set forth under this caption.

**Case I - A.** Assumes revenues are received as projected by PGAV in the Revenue Analysis attached hereto as Appendix B for Costco and the retailers expected to occupy Buildings E, F, G, I, N and O. Case I-A excludes revenues assumed to be generated by Anchor J (Dierbergs), Buildings L and M, Anchor B and the proposed multifamily apartment complex described as located within RPA 1 but outside of the District.

**Case I - B.** Assumes revenues received each year are equal to 77.0% of what is assumed in Case I - A.

**Case II.** Assumes revenues are received as projected by PGAV in the Revenue Analysis attached hereto as Appendix B for Costco and the retailers expected to occupy Buildings E, F, G, I, L, M, N and O. Case II excludes revenues assumed to be generated by Anchor B and the above-referenced multifamily apartment complex. Cumulative redemptions are limited to the Minimum Cumulative Redemption Target, pursuant to the Indenture.

**Case III.** Assumes revenues are received as projected by PGAV for the full buildout of RPA 1, including all retail stores and the multifamily apartment complex, in the Revenue Analysis attached hereto as Appendix B. Cumulative redemptions are limited to the Minimum Cumulative Redemption Target, pursuant to the Indenture.

**Assumed Investment Earnings, Collection Timely Payments.** The Debt Service Reserve Fund and Capitalized Interest are assumed to be fully funded at closing, and the amounts on deposit in the Revenue Fund and the Debt Service Reserve Fund and Capitalized Interest amounts are assumed to earn no interest. It is assumed that all taxpayers will promptly pay their taxes.

**Lag.** Certain timing lags between when revenues are generated and actually collected by the Trustee and available for debt service have been assumed.

**Assumed Annual Fees and Expenses.** Annual administrative fees and expenses including, without limitation, Trustee, Monitor and City administration fees as described in the section under the heading “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS - Indenture Funds and Accounts**” are included in the calculation of the projected redemptions shown.



The following tables were prepared by the Underwriter based on the Structuring Assumptions as described above. The tables show projected redemptions as a result of revenues (based upon the Structuring Assumptions above) applied pursuant to the flow of funds under the Indenture.

**SERIES 2023A BONDS MATURING ON JUNE 15, 2038\***

As of	Case I – A*		Case I – B*		Case II*		Case III*	
	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption
06/15/23	-	-	-	-	-	-	-	-
12/15/23	-	-	-	-	-	-	-	-
06/15/24	970,000	970,000	230,000	230,000	970,000	970,000	970,000	970,000
12/15/24	505,000	1,475,000	90,000	320,000	650,000	1,620,000	650,000	1,620,000
06/15/25	265,000	1,740,000	-	320,000	290,000	1,910,000	290,000	1,910,000
12/15/25	710,000	2,450,000	85,000	405,000	785,000	2,695,000	785,000	2,695,000
06/15/26	480,000	2,930,000	-	405,000	525,000	3,220,000	525,000	3,220,000
12/15/26	905,000	3,835,000	360,000	765,000	995,000	4,215,000	995,000	4,215,000
06/15/27	675,000	4,510,000	125,000	890,000	745,000	4,960,000	745,000	4,960,000
12/15/27	1,090,000	5,600,000	495,000	1,385,000	1,200,000	6,160,000	1,200,000	6,160,000
06/15/28	870,000	6,470,000	260,000	1,645,000	955,000	7,115,000	955,000	7,115,000
12/15/28	1,270,000	7,740,000	610,000	2,255,000	1,395,000	8,510,000	1,395,000	8,510,000
06/15/29	1,045,000	8,785,000	375,000	2,630,000	1,150,000	9,660,000	1,150,000	9,660,000
12/15/29	1,455,000	10,240,000	735,000	3,365,000	1,600,000	11,260,000	1,600,000	11,260,000
06/15/30	1,255,000	11,495,000	515,000	3,880,000	1,380,000	12,640,000	1,380,000	12,640,000
12/15/30	1,505,000	13,000,000	875,000	4,755,000	360,000	13,000,000	360,000	13,000,000
06/15/31	-	-	650,000	5,405,000	-	-	-	-
12/15/31	-	-	975,000	6,380,000	-	-	-	-
06/15/32	-	-	765,000	7,145,000	-	-	-	-
12/15/32	-	-	1,075,000	8,220,000	-	-	-	-
06/15/33	-	-	875,000	9,095,000	-	-	-	-
12/15/33	-	-	1,180,000	10,275,000	-	-	-	-
06/15/34	-	-	1,005,000	11,280,000	-	-	-	-
12/15/34	-	-	1,300,000	12,580,000	-	-	-	-
06/15/35	-	-	420,000	13,000,000	-	-	-	-
12/15/35	-	-	-	-	-	-	-	-
06/15/36	-	-	-	-	-	-	-	-
12/15/36	-	-	-	-	-	-	-	-
06/15/37	-	-	-	-	-	-	-	-
12/15/37	-	-	-	-	-	-	-	-
06/15/38	-	-	-	-	-	-	-	-
12/15/38	-	-	-	-	-	-	-	-
06/15/39	-	-	-	-	-	-	-	-
12/15/39	-	-	-	-	-	-	-	-
06/15/40	-	-	-	-	-	-	-	-
12/15/40	-	-	-	-	-	-	-	-
06/15/41	-	-	-	-	-	-	-	-
12/15/41	-	-	-	-	-	-	-	-
06/15/42	-	-	-	-	-	-	-	-
<b>Average Life</b>	<b>5.07 years</b>		<b>8.59 years</b>		<b>4.81 years</b>		<b>4.81 years</b>	

\*Preliminary; subject to change.

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**SERIES 2023A BONDS MATURING ON JUNE 15, 2042\***

As of	Case I – A*		Case I – B*		Case II*		Case III*	
	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption	Redemption Amount	Cumulative Redemption
06/15/23	-	-	-	-	-	-	-	-
12/15/23	-	-	-	-	-	-	-	-
06/15/24	-	-	-	-	-	-	-	-
12/15/24	-	-	-	-	-	-	-	-
06/15/25	-	-	-	-	-	-	-	-
12/15/25	-	-	-	-	-	-	-	-
06/15/26	-	-	-	-	-	-	-	-
12/15/26	-	-	-	-	-	-	-	-
06/15/27	-	-	-	-	-	-	-	-
12/15/27	-	-	-	-	-	-	-	-
06/15/28	-	-	-	-	-	-	-	-
12/15/28	-	-	-	-	-	-	-	-
06/15/29	-	-	-	-	-	-	-	-
12/15/29	-	-	-	-	-	-	-	-
06/15/30	-	-	-	-	-	-	-	-
12/15/30	160,000	160,000	-	-	1,475,000	1,475,000	1,475,000	1,475,000
06/15/31	1,465,000	1,625,000	-	-	1,610,000	3,085,000	1,610,000	3,085,000
12/15/31	1,825,000	3,450,000	-	-	2,010,000	5,095,000	2,010,000	5,095,000
06/15/32	1,660,000	5,110,000	-	-	1,825,000	6,920,000	1,825,000	6,920,000
12/15/32	2,005,000	7,115,000	-	-	2,205,000	9,125,000	2,205,000	9,125,000
06/15/33	1,850,000	8,965,000	-	-	2,035,000	11,160,000	2,035,000	11,160,000
12/15/33	2,200,000	11,165,000	-	-	2,420,000	13,580,000	2,420,000	13,580,000
06/15/34	2,070,000	13,235,000	-	-	2,275,000	15,855,000	2,275,000	15,855,000
12/15/34	2,410,000	15,645,000	-	-	2,650,000	18,505,000	2,650,000	18,505,000
06/15/35	2,285,000	17,930,000	700,000	700,000	2,515,000	21,020,000	2,515,000	21,020,000
12/15/35	2,640,000	20,570,000	1,435,000	2,135,000	2,905,000	23,925,000	2,905,000	23,925,000
06/15/36	2,535,000	23,105,000	1,275,000	3,410,000	2,790,000	26,715,000	2,790,000	26,715,000
12/15/36	2,880,000	25,985,000	1,580,000	4,990,000	3,165,000	29,880,000	3,165,000	29,880,000
06/15/37	4,015,000	30,000,000	1,425,000	6,415,000	120,000	30,000,000	120,000	30,000,000
12/15/37	-	-	1,740,000	8,155,000	-	-	-	-
06/15/38	-	-	1,610,000	9,765,000	-	-	-	-
12/15/38	-	-	1,910,000	11,675,000	-	-	-	-
06/15/39	-	-	1,780,000	13,455,000	-	-	-	-
12/15/39	-	-	2,100,000	15,555,000	-	-	-	-
06/15/40	-	-	1,985,000	17,540,000	-	-	-	-
12/15/40	-	-	2,295,000	19,835,000	-	-	-	-
06/15/41	-	-	2,190,000	22,025,000	-	-	-	-
12/15/41	-	-	2,505,000	24,530,000	-	-	-	-
06/15/42	-	-	5,470,000	30,000,000	-	-	-	-
<b>Average Life</b>	<b>11.62 years</b>		<b>16.52 years</b>		<b>11.09 years</b>		<b>11.09 years</b>	

\*Preliminary; subject to change.

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**SUPPLEMENTAL SCHEDULES\***

Date	Case I	90%	110%	Case II			Case III		
	Aggregate Cumulative Redemptions	Minimum Cumulative Redemption Target <sup>1</sup>	Maximum Priority Bond Redemption Schedule <sup>2</sup>	Aggregate Redemptions	Aggregate Cumulative Redemptions	Projected Surplus Revenues <sup>3</sup>	Aggregate Redemptions	Aggregate Cumulative Redemptions	Projected Surplus Revenues <sup>3</sup>
06/15/23	-	-	-	-	-	-	-	-	-
12/15/23	-	-	-	-	-	-	-	-	-
06/15/24	970,000	873,000	1,067,000	970,000	970,000	-	970,000	970,000	-
12/15/24	1,475,000	1,327,500	1,622,500	650,000	1,620,000	14,757	650,000	1,620,000	14,757
06/15/25	1,740,000	1,566,000	1,914,000	290,000	1,910,000	186,171	290,000	1,910,000	186,171
12/15/25	2,450,000	2,205,000	2,695,000	785,000	2,695,000	250,457	785,000	2,695,000	514,683
06/15/26	2,930,000	2,637,000	3,223,000	525,000	3,220,000	487,123	525,000	3,220,000	1,349,187
12/15/26	3,835,000	3,451,500	4,218,500	995,000	4,215,000	314,803	995,000	4,215,000	738,939
06/15/27	4,510,000	4,059,000	4,961,000	745,000	4,960,000	555,626	745,000	4,960,000	2,126,069
12/15/27	5,600,000	5,040,000	6,160,000	1,200,000	6,160,000	314,873	1,200,000	6,160,000	841,294
06/15/28	6,470,000	5,823,000	7,117,000	955,000	7,115,000	578,184	955,000	7,115,000	2,157,156
12/15/28	7,740,000	6,966,000	8,514,000	1,395,000	8,510,000	303,562	1,395,000	8,510,000	835,347
06/15/29	8,785,000	7,906,500	9,663,500	1,150,000	9,660,000	560,825	1,150,000	9,660,000	2,155,162
12/15/29	10,240,000	9,216,000	11,264,000	1,600,000	11,260,000	309,453	1,600,000	11,260,000	836,656
06/15/30	11,495,000	10,345,500	12,644,500	1,380,000	12,640,000	559,896	1,380,000	12,640,000	2,190,834
12/15/30	13,160,000	11,844,000	14,476,000	1,835,000	14,475,000	274,116	1,835,000	14,475,000	826,791
06/15/31	14,625,000	13,162,500	16,087,500	1,610,000	16,085,000	520,237	1,610,000	16,085,000	2,198,240
12/15/31	16,450,000	14,805,000	18,095,000	2,010,000	18,095,000	280,897	2,010,000	18,095,000	839,099
06/15/32	18,110,000	16,299,000	19,921,000	1,825,000	19,920,000	516,144	1,825,000	19,920,000	2,233,433
12/15/32	20,115,000	18,103,500	22,126,500	2,205,000	22,125,000	283,447	2,205,000	22,125,000	847,231
06/15/33	21,965,000	19,768,500	24,161,500	2,035,000	24,160,000	508,506	2,035,000	24,160,000	2,231,377
12/15/33	24,165,000	21,748,500	26,581,500	2,420,000	26,580,000	280,482	2,420,000	26,580,000	849,904
06/15/34	26,235,000	23,611,500	28,858,500	2,275,000	28,855,000	509,697	2,275,000	28,855,000	2,272,979
12/15/34	28,645,000	25,780,500	31,509,500	2,650,000	31,505,000	278,571	2,650,000	31,505,000	853,686
06/15/35	30,930,000	27,837,000	34,023,000	2,515,000	34,020,000	503,584	2,515,000	34,020,000	2,272,560
12/15/35	33,570,000	30,213,000	36,927,000	2,905,000	36,925,000	268,233	2,905,000	36,925,000	849,100
06/15/36	36,105,000	32,494,500	39,715,500	2,790,000	39,715,000	504,251	2,790,000	39,715,000	2,314,795
12/15/36	38,985,000	35,086,500	42,883,500	3,165,000	42,880,000	271,343	3,165,000	42,880,000	858,019
06/15/37	43,000,000	38,700,000	43,000,000	120,000	43,000,000	7,118,993	120,000	43,000,000	8,935,345
12/15/37	43,000,000	38,700,000	43,000,000						
06/15/38	43,000,000	38,700,000	43,000,000						
12/15/38	43,000,000	38,700,000	43,000,000						
06/15/39	43,000,000	38,700,000	43,000,000						
12/15/39	43,000,000	38,700,000	43,000,000						
06/15/40	43,000,000	38,700,000	43,000,000						
12/15/40	43,000,000	38,700,000	43,000,000						
06/15/41	43,000,000	38,700,000	43,000,000						
12/15/41	43,000,000	38,700,000	43,000,000						
06/15/42	43,000,000	38,700,000	43,000,000						

\* Preliminary; subject to change.

<sup>1</sup> See “**THE SERIES 2023A BONDS – Additional Bonds**” for information regarding the Minimum Cumulative Redemption Schedule.

<sup>2</sup> The Maximum Priority Bond Redemption Schedule is a fixed schedule based on 110% of the projected cumulative redemptions shown in Case I-A.

<sup>3</sup> The schedules of projected surplus revenue for Case II and Case III are provided due to the limitation on cumulative redemptions resulting from the Minimum Cumulative Redemption Target per the Indenture. The surplus shown is the excess revenues after *First* through *Eighth* in the flow of funds described in “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts – Revenue Fund**”.

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## BONDOWNERS' RISKS

*An investment in the Series 2023A Bonds is subject to a number of significant risk factors. The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2023A Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2023A Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents provided or summarized herein, copies of which are available as described herein.*

### Limited Obligations

The Series 2023A Bonds are special limited obligations of the Authority and are payable solely from proceeds of the Series 2023A Bonds, Net Revenues and securities from time to time held by the Trustee under the terms of the Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Code) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Authority or by anyone in its behalf or with its written consent, to the Trustee, as provided in the Indenture. See “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts**” herein.

**Because the TIF Act provides that 23 years is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs, except as necessary to correct administrative errors, the obligation of the City to transfer Net Revenues consisting of Economic Activity Taxes and Payments in Lieu of Taxes to the Trustee for the repayment of the Bonds terminates on June 9, 2042, whether or not the principal amount or interest on the Bonds has been paid in full. In addition, except as necessary to correct administrative errors, the obligation of the District to transfer Net Revenues consisting of District Sales Tax Revenues to the Trustee for the repayment of the Bonds also terminates on June 9, 2042, whether or not the principal amount or interest on the Bonds has been paid in full. Accordingly, except as necessary to correct administrative errors, there will be no Net Revenues available for debt service on the Bonds, including the Series 2023A Bonds, after June 9, 2042, whether or not the principal amount thereof or interest thereon has been paid in full.**

The Series 2023A Bonds do not constitute a general obligation of the Authority and do not constitute an indebtedness of the Authority, the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the full faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged or obligated to the payment of the Series 2023A Bonds. Neither the Developer, nor any of its owners or affiliates, have any obligation to make any payments under the Indenture. The Authority has no taxing power.

### Receipt of Net Revenues

The Authority expects to make payments of principal of and interest on the Series 2023A Bonds from the Trustee’s receipt of Net Revenues. The Net Revenues consist primarily of those revenues to be derived from the payment of sales tax by merchants and payments in lieu of taxes by merchants and property owners in RPA 1 and the District. Such Net Revenues when received by the City or the District will be paid to the Trustee for deposit into the Revenue Fund under the Indenture. See “**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**” herein. The availability of Net Revenues may be negatively affected by the occurrence of certain events that impact the operation of the businesses located in RPA 1. See “**THE MARKETS AT OLIVE**” herein.

**Change in Economic Conditions.** Net Revenues may be adversely affected by national and local changes in general economic conditions such as inflation, unemployment, declines in real estate activity and other factors that tend to reduce spending on consumer goods and tend to adversely affect property values. Such events, either

nationally or regionally, may result in less Net Revenues that are available to the Authority to repay the Series 2023A Bonds. Economic conditions within RPA 1 and the surrounding trade area and competition from other retail businesses, rental rates and occupancy rates in private developments in RPA 1, suitability of RPA 1 and the retailers within RPA 1 for the local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the area, vandalism and rising operating costs or similar events, among many other factors, could affect the amount of Net Revenues collected. The effect of these factors on the timing and amount of available funds to repay the debt service on the Series 2023A Bonds is impossible to predict with certainty.

***Natural and Manmade Disasters.*** Damage from tornados, other natural causes, fire, deliberate acts of destruction, war or terrorism, pandemics, government shutdowns or various other calamities could adversely affect Net Revenues in ways that are impossible to predict or anticipate. Any insurance maintained by the owner of, or the tenants in, RPA 1 for any casualty or business interruption is not likely to include coverage for sales taxes that otherwise would be generated by the establishment. See “**BONDOWNERS’ RISKS – Public Health Emergencies**” herein.

***Occupancy.*** Bondowners will be dependent on current and future businesses within RPA 1 to maintain occupancy in order to assure that sales tax revenues are generated. The loss of one or more significant business in RPA 1 due to bankruptcies or as a result of consolidations in the applicable industry could adversely affect the generation of sales tax revenues and could also affect the assessed value of real estate in RPA 1. A decision by a major retailer or other significant business in RPA 1 to cease operations could have a material adverse effect on the generation of sales tax revenues. The closing of a major retailer or other significant business may allow other retailers and/or businesses to terminate their leases or cease operating their businesses under certain circumstances. This may adversely affect occupancy in RPA 1. Such closings or cessations of operations may result in reduced consumer traffic in RPA 1, which may adversely affect the generation of sales tax revenues. See “**THE MARKETS AT OLIVE – Business Information**” herein.

***Concentration of Payers.*** Sales tax revenues generated by the District depend entirely on sales made at retailers and other establishments located in the District, and these businesses may be disproportionately affected by certain events, such as an economic slowdown or a public health crisis. At present, all of the sales tax revenues in RPA 1 and the District are generated by Costco. The unwillingness or inability of Costco to pay such taxes would likely adversely affect the ability of the Authority to pay the debt service on the Series 2023A Bonds.

***Limited Dierbergs Sales Tax Revenues.*** The District Project Agreement includes provisions that will allow, in connection with the execution of a parcel development agreement, District Sales Tax Revenues, less the TIF Portion of District Sales Tax Revenues, generated from the Dierbergs Parcel, including the Dierbergs store and two prospective outparcel tenants, to be excluded from Net Revenues available to secure payment on the Series 2023A Bonds. See “**THE DISTRICT – District Sales Tax Revenues**” herein. The Underwriter has assumed such District Sales Tax Revenues will not be available for debt service on the Series 2023A Bonds in its structuring assumptions.

***Competition.*** The retail sales industry is highly competitive. Existing retail businesses outside of RPA 1 and the future development of retail businesses outside of RPA 1, which are competitive with retail businesses in RPA 1, may exist or may be developed after the date of this Official Statement. Online sales have, and will continue to have, a negative effect on traditional retail sales. Sales taxes are not currently imposed on purchases made over the internet or purchases made from catalogs unless the business has nexus in RPA 1 or the District. Increases in online shopping could negatively impact the Economic Activity Taxes and District Sales Tax Revenues collected.

***Sales Tax Limitations.*** Products that are eligible for the federal Food Stamp program and pharmaceutical products, if any, that are purchased cannot, by law, be subject to state or local sales taxes. To the extent that products are sold to shoppers who purchase goods with Food Stamps or purchase pharmaceutical items, the expected amount of Economic Activity Taxes and District Sales Tax Revenues that will be available for appropriation for payment of the principal of and interest on the Series 2023A Bonds would be reduced.

Because retailers were located within RPA 1 at the time of the adoption of tax increment financing, the base amount of qualified sales within RPA 1 and used to determine Economic Activity Taxes is \$14,234,250.

### **Failure to Maintain Levels of Assessed Valuations**

There can be no assurance that the assessed value of the property within RPA 1 will be maintained throughout the term of the Series 2023A Bonds. If at any time during the term of the Series 2023A Bonds the assessed value of the property within RPA 1 decreases, the amount of the Payments in Lieu of Taxes will also decrease and there may not be sufficient Net Revenues to pay the principal of and interest on the Series 2023A Bonds.

Even if the assessed value of the property within RPA 1 is maintained, the owners of property within RPA 1 have the right to appeal such assessments. If any such appeal is not resolved prior to the time when property taxes are due, the taxpayer may pay the taxes under protest. In such event, the property taxes being protested will not be available for deposit into the Revenue Fund until the appeal has been concluded. If the appeal is resolved in favor of the taxpayer, the assessed value of such property within RPA 1 will be reduced, in which event the Net Revenues may be less than forecasted. See “**TAX INCREMENT FINANCING IN MISSOURI – Assessments and Collections of Ad Valorem Taxes – Appeal of Assessment**” herein.

### **Forward-Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget,” “believe,” “would,” “could” or other similar words.

**THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS, INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (A) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (B) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (C) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, USERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.**

**UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF, AND NONE OF THE AUTHORITY, THE CITY OR THE DISTRICT ASSUMES ANY OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO**

## **OCCUR, OTHER THAN AS INDICATED IN APPENDIX C WITH RESPECT TO CONTINUING DISCLOSURE.**

### **No Mortgage**

Payment of the principal of and interest on the Series 2023A Bonds is not secured by any deed of trust or mortgage on the Markets at Olive or any other property within RPA 1. The Developer has not pledged its credit or assets or provided any guaranty to pay the principal of, premium, if any, and interest on the Series 2023A Bonds. The Series 2023A Bonds are payable solely from Series 2023A Bond proceeds, Net Revenues and all moneys and securities from time to time held by the Trustee under the terms of the Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Code) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Authority or by anyone in its behalf or with its written consent, to the Trustee, as provided in the Indenture.

### **Risk of Non-Appropriation**

The application of District Sales Tax Revenues and Economic Activity Taxes is subject to annual appropriation by the District or the City, as applicable. The City covenants and agrees in the Financing Agreement that the officer of the City at any time charged with the responsibility of formulating budget proposals will include in the budget proposal submitted to the City Council for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Net Revenues on deposit in the EATS Subaccount of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in the Indenture. Any funds appropriated as the result of such a request will be transferred by the City to the Trustee at the times and in the manner provided in the Financing Agreement and the Indenture.

Likewise, the District covenants and agrees in the Financing Agreement that the officer of the District at any time charged with the responsibility of formulating budget proposals will include in the budget proposal submitted to the Board of Directors of the District for each fiscal year of the District that the Bonds are Outstanding a request for an appropriation of the District Sales Tax Revenues in a manner consistent with of the Indenture. Any funds appropriated as the result of such a request will be transferred by the District to the Trustee at the times and in the manner provided in the Financing Agreement and the Indenture.

Even though both the City and the District have agreed to include requests for appropriations in their budgets for approval, there can be no assurance that the appropriations will be approved in any fiscal year. Any failure to approve such appropriations will result in a significant reduction of Net Revenues available for debt service on the Bonds.

### **Limitations on Remedies**

The remedies available to the Bondowners upon a default under the Indenture are in many respects dependent upon judicial action, which is often subject to discretion and delay under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code. The various legal opinions to be delivered concurrently with delivery of the Series 2023A Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, now or hereafter in effect; to usual equity principles which will limit the specific enforcement under laws of the State as to certain remedies; to the exercise by the United States of America of the powers delegated to it by the United States Constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies, in the interest of serving an important public purpose.

### **Early Redemption Prior to Maturity**

Purchasers of Series 2023A Bonds at a price in excess of their principal amount should consider the fact that the Series 2023A Bonds are subject to redemption prior to maturity at a redemption price equal to their principal amount plus accrued interest under certain circumstances. See “**THE SERIES 2023A BONDS – Redemption Provisions.**” It is anticipated that a significant portion of the Series 2023A Bonds will be redeemed prior to their stated maturity. See “**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**” herein.

### **Reliance on Owners and Tenants**

Bondowners will be dependent on current and future owners and managers of the Markets at Olive and other businesses within RPA 1 to maintain occupancy with retail businesses that will generate sales tax revenues. The current leases for retail establishments, restaurants and entertainment establishments do not require the tenants to continuously operate a business at the leased premises, and future leases also may not include continuing operation requirements. If tenants are not present in RPA 1, Economic Activity Taxes and District Sales Tax Revenues could be reduced. The Developer and subsequent owners will have the complete and exclusive control over the use, leasing or sales of property that they own within RPA 1, including the fixing of rentals and the selection or rejection of tenants. See “**THE MARKETS AT OLIVE**” herein.

### **Financial Feasibility of Markets at Olive**

The financial feasibility of the Markets at Olive depends in part upon the ability of the current and future owners to successfully develop the property and attract desirable commercial tenants and owners. The assumptions made in developing the projections set forth under the caption “**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**” and the projections contained in “**Appendix B – Market Analysis and Revenue Study**” include assumptions relating to the future occupancy of the Markets at Olive and certain other significant assumptions. Some assumed events and circumstances inevitably will not materialize, and unanticipated events and circumstances will occur subsequent to the date thereof. Therefore, the actual results achieved during the period of the projections may vary and the variations may be material.

### **Environmental Conditions at Markets at Olive**

Several of the parcels comprising the Markets at Olive had identifiable environmental impacts requiring remediation. No assurance can be given that environmental conditions do not now or will not in the future exist in RPA 1 which could become the subject of enforcement actions by governmental agencies. Additionally, there can be no assurance that future environmental conditions, if any, would not adversely impact the willingness of the public to frequent the Markets at Olive. The amount of sales taxes generated at the Markets at Olive is dependent upon taxable sales at the Markets at Olive. See “**THE MARKETS AT OLIVE – Environmental Assessments**” herein.

### **Changes in State and Local Tax Laws**

**TIF Act Litigation.** The Missouri Supreme Court upheld the constitutionality of the TIF Act (prior to certain amendments thereto) in 1987. See “**TAX INCREMENT FINANCING IN MISSOURI – The TIF Act**” herein. Nevertheless, litigation regarding the constitutionality and application of the TIF Act has been brought from time to time and may be brought in the future in various Missouri circuit courts. Circuit courts in Missouri are trial courts and decisions in those courts are not binding on other Missouri courts. Circuit court decisions, whether favorable or unfavorable with respect to the constitutionality and application of the TIF Act, may be appealed to a Missouri Court of Appeals and, ultimately, the Missouri Supreme Court. If plaintiffs are successful in one or more future cases, the court’s decision may interpret the requirements of the TIF Act in a manner adverse to the establishment of tax increment financing in the Redevelopment Area. It is not possible to predict whether an adverse holding in any future litigation would prompt a challenge to the adoption of tax increment financing in

the Redevelopment Area or how that decision would be applied by a court with respect to the Redevelopment Area. If future litigation challenging all or any part of the TIF Act were to be applied to the adoption of tax increment financing in the Redevelopment Area, the Net Revenues may not be available to pay principal of and interest on the Series 2023A Bonds and the enforceability of the Indenture could be adversely affected. Neither the Authority nor the City can predict or guarantee the outcome of any future litigation challenging the constitutionality or the application of the TIF Act or the application by a court of a potential holding in any case to other tax increment projects.

***Changes in the Collection and Distribution of Taxes.*** Any change in the current system of collection and distribution of real property taxes and sales taxes, Payments in Lieu of Taxes, Economic Activity Taxes or District Sales Tax Revenues in the State, the County or the City, including without limitation the reduction or elimination of any such tax, judicial action concerning any such tax or voter initiative, referendum or action with respect to any such tax, could adversely affect the availability of Net Revenues to pay the principal of and interest on the Series 2023A Bonds. Recently, reductions in taxes applicable to grocery sales have been proposed in the State legislature. If such reductions were to be enacted, there could be a material reduction in Economic Activity Tax revenue and/or District Sales Tax Revenue available for debt service on the Series 2023A Bonds. There can be no assurances that the current system of collection and distribution of the real property taxes and sales taxes, Payments in Lieu of Taxes, Economic Activity Taxes and District Sales Tax Revenues in the State, the County or the City will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the County, the City, school districts, the courts or the voters, and the Indenture does not limit the ability of the City to make any such changes with respect to the levy and collection of such taxes and the tax rates. Pursuant to the CID Act, a community improvement district may not repeal its sales tax if the repeal of such sales and use tax will impair the district's ability to repay any liabilities the district has incurred, moneys the district has borrowed or obligations the district has issued to finance any improvements or services rendered for the district.

***Changes in Assessments.*** If the assessed valuation in the County rises to the extent that a rollback in real property tax rates is required, and if the increase in assessed valuation within RPA 1 is not as extensive as the increase within the County generally, the rollback in tax rates may result in a reduction in Payments in Lieu of Taxes. See "**TAX INCREMENT FINANCING IN MISSOURI – Assessments and Collections of Ad Valorem Taxes – Reassessment and Tax Rate Rollback**" herein.

The assessments and revenue estimates used in the section captioned "**PROJECTED AVERAGE LIFE OF THE SERIES 2023A BONDS**" herein are based on the current status of the national and local business economy and assume a future performance of the real estate market similar to the historical performance of such market in the City of University City, Missouri area. However, changes in such market conditions, as well as changes in general economic conditions, could adversely affect the amount of Net Revenues collected.

Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's levy rate for ad valorem tax on real property, any additional revenues generated within an existing redevelopment area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered payments in lieu of taxes subject to deposit into a special allocation fund without the consent of such taxing district. Revenues will be considered directly attributable to the newly voter-approved incremental increase to the extent that they are generated from the difference between the taxing district's actual levy rate currently imposed and the maximum voter approved levy rate at the time that the redevelopment project was adopted.

Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing redevelopment area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered economic activity taxes subject to deposit into a special allocation fund without the consent of such taxing district.

## **Reduction in Tax Rates**

Any taxing district that imposes taxes in RPA 1 could lower its tax rate, which would have the effect of reducing the Payments in Lieu of Taxes or Economic Activity Taxes derived from the Redevelopment Area. Such a reduction in rates could be as a result of a desire of the governing body of the taxing district to lower tax rates, the retirement of general obligation bonds of the taxing district, taxpayer initiative, or in response to state or local litigation or legislation affecting the broader taxing structure within the taxing district, such as litigation or legislation affecting the primary reliance on ad valorem property taxes to fund elementary and secondary education in the State.

## **Accuracy and Completeness of Revenue Study**

The forecasted annual revenues shown in the Revenue Analysis are based on certain assumptions concerning facts and events over which the Authority, the City, the District, and the Developer will have no control. No representation or warranty is or can be made about the amount or timing of any future income, taxes, increased assessment or revenues, or that actual results will approach the Revenue Analysis. The Authority, the City, the District, the Developer and the Underwriter make no representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Revenue Analysis.

## **Public Health Emergencies**

The COVID-19 pandemic has shown that an outbreak of infectious disease can trigger governmentally-imposed restrictions and changes in consumer behavior that could negatively impact local economic conditions. Such changes can cause unemployment rates to rise, supply chain disruptions, taxable sales to decrease, delinquencies in tax payments, and other negative pressures on economic activity that could result in decreased or delayed tax collections for the City or the District, or otherwise adversely affect the City's or the District's operations and financial performance.

The long-term impact of any public health emergency on the operations and financial performance of the City or the District is difficult to determine at this point. RPA 1 is strategically located and it is projected to have several essential businesses/retailers that will remain open during a public health emergency. These essential businesses included grocery stores and big box stores. This, coupled with businesses with curbside order pick-up/delivery, which proved to be beneficial for the early adopters of this model, may sustain sales tax generation in RPA 1 during the period when "stay-at-home" orders are in effect.

None of the Authority, the District, the City, the Trustee or the Underwriter can predict the effect that any public health emergency may have on the District's or the City's sales tax revenues.

## **Ability to Maintain Reserve Fund**

At the time of issuance of the Series 2023A Bonds, the Debt Service Reserve Fund will be funded in the amount of \$[\_\_\_\_\_]\* (the "***Debt Service Reserve Requirement***"). See "**SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Indenture Funds and Accounts**" herein. There can be no assurance that the amounts on deposit in the Debt Service Reserve Fund will be available if needed for payment of the Series 2023A Bonds in the full amount of the Debt Service Reserve Requirement because (1) of fluctuations in the market value of the securities deposited therein and/or (2) if funds are transferred to the Debt Service Fund, sufficient revenues may not be available in the Revenue Fund to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

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\* Preliminary, subject to change

### **Absence of Rating**

The Series 2023A Bonds have not received any credit rating by any recognized rating agency. The absence of any such rating could adversely affect the ability of holders to sell the Series 2023A Bonds or the price at which the Series 2023A Bonds can be sold.

### **Secondary Market**

There is no assurance that a secondary market will develop for the purchase and sale of the Series 2023A Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

### **Determination of Taxability and Risk of Audit**

The Series 2023A Bonds are not subject to redemption, nor is the interest rate on the Series 2023A Bonds subject to adjustment, in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on any Series 2023A Bond is or was includible in the gross income of the Owner of a Series 2023A Bond for federal income tax purposes. Such determination may, however, result in a breach of the tax covenants of the Authority set forth in the Indenture which may constitute an event of default under the Indenture. It may be that Owners would continue to hold their Series 2023A Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal and state income tax purposes.

The Internal Revenue Service (the "*Service*") has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Series 2023A Bonds. Owners of the Series 2023A Bonds are advised that, if an audit of the Series 2023A Bonds were commenced, in accordance with its current published procedures, the Service is likely to treat the Authority as the taxpayer, and the Owners of the Series 2023A Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Series 2023A Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

### **Defeasance Risk**

When any or all of the Series 2023A Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in the Indenture and the pledge of revenues made thereunder and all other rights granted thereby shall terminate with respect to the Series 2023A Bonds so paid and discharged. Bonds shall be deemed to be paid within the meaning of the Indenture when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms of the Indenture, or (2) provision therefore has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit of interest on any Bonds will not result in the interest on any Bonds then Outstanding and exempt from taxation for federal income tax purposes becoming subject to federal income taxes then in effect and that all conditions precedent to the satisfaction of the Indenture have been met. Any money and non-callable Government Securities that at any time shall be deposited with the Trustee by or on behalf of the Authority, for the purpose of paying and discharging any of the Series 2023A



Bonds or the interest payments thereon, shall be assigned, transferred and set over to the Trustee in trust for the respective Owners of the Series 2023A Bonds, and such moneys shall be irrevocably appropriated to the payment and discharge thereof. Non-callable Government Securities include, in addition to cash and obligations pre-refunded with cash, bonds, notes, certificates of indebtedness, treasury bills and other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America. Historically, such United States obligations have been rated in the highest rating category by the rating agencies. There is no legal requirement in the Indenture that Government Securities consisting of such United States obligations be or remain rated in the highest rating category by any rating agency. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include the Series 2023A Bonds defeased with Government Securities to the extent the Government Securities have a change or downgrade in rating.

## TAX INCREMENT FINANCING IN MISSOURI

### Overview

Tax increment financing is a procedure whereby cities and counties encourage the redevelopment of designated areas. The theory of tax increment financing is that, by encouraging redevelopment projects, the value of real property in a redevelopment area should increase. When tax increment financing is adopted for a redevelopment area, the assessed value of real property in the redevelopment area is frozen for tax purposes at the then current base level prior to the construction of improvements. The owners of the property continue to pay property taxes at the base level. As the property is improved, the assessed value of real property in the redevelopment area should increase above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment area to the increase in assessed valuation of the improved property over the base level, a “tax increment” is produced. The tax increments, referred to as “payments in lieu of taxes” or “PILOTS,” are paid by the owners of property in the same manner as regular property taxes. The payments in lieu of taxes are transferred by the collecting agency to the treasurer of the city or county and deposited in a “special allocation fund.” All or a portion of the moneys in the fund are used to pay directly for redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

### The TIF Act

The TIF Act was enacted in 1982 and was subsequently amended numerous times. The constitutional validity of the TIF Act (prior to the amendments) was upheld by the Missouri Supreme Court in *Tax Increment Financing Commission of Kansas City, Missouri v. J.E. Dunn Construction Co., Inc.*, 781 S.W.2d 70 (Mo. 1989) (en banc). The TIF Act authorizes cities and counties to provide long-term financing for redevelopment projects in “blighted” and “conservation” areas (as defined in the TIF Act) through the issuance of bonds and other obligations. Prior to the amendments to the TIF Act, such obligations were payable solely from PILOTS within the redevelopment area. Now, such obligations are also payable from 50% of the increase in certain other tax revenues generated by economic activities within the redevelopment area (including sales, utilities and earnings taxes but excluding personal property taxes, taxes for hotel or motel rooms, licenses, fees and special assessments). Such other taxes are referred to herein as “Economic Activity Taxes.” The validity of certain portions of the TIF Act relating to the capture of Economic Activity Taxes was upheld by the Missouri Supreme Court in *County of Jefferson v. QuikTrip Corporation*, 912 S.W.2d 487 (Mo. 1995) (en banc). The TIF Act was amended in 2014, when the Missouri Legislature passed and Missouri’s governor signed into law Conference Committee Substitute for Senate Substitute for Senate Committee Substitute for House Bill 1504 (“**House Bill 1504**”). House Bill 1504 provides that Payments in Lieu of Taxes do not include revenues directly attributable to any incremental increase in a taxing district’s real property tax ad valorem rates approved by such district’s voters after August 28, 2014 unless the voters in the applicable taxing district consent and further provides that if the voters in a taxing district vote to approve an increase in such taxing district’s sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing

redevelopment area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered economic activity taxes subject to deposit into a special allocation fund without the consent of such taxing district. See the caption "**BONDOWNERS' RISKS – Changes in State and Local Tax Laws**" herein.

Although payments in lieu of taxes may be irrevocably pledged to the repayment of bonds, Economic Activity Taxes are subject to annual appropriation by the governing body of the city or county, and there is no obligation on the part of the governing body to appropriate Economic Activity Taxes in any year. See the captions "**BONDOWNERS' RISKS – Risk of Non-Appropriation**," "**BONDOWNERS' RISKS – Factors Affecting Sales Tax Revenues**" and "**BONDOWNERS' RISKS – Tax Increment Financing Litigation**" herein.

### **Assessments and Collections of Ad Valorem Taxes**

RPA 1 is located within St. Louis County (the "*County*"). On or before September 1 in each year, each political subdivision located within the County which imposes ad valorem taxes (the "*Taxing Districts*") estimates the amount of taxes that will be required during the next succeeding fiscal year to pay interest falling due on general obligation bonds issued and the principal of bonds maturing in such year and the costs of operation and maintenance plus such amounts as shall be required to cover emergencies and anticipated tax delinquencies. The Taxing Districts certify the amount of such taxes which shall be levied, assessed and collected on all taxable tangible property in the County to the County Assessor by September 1.

All taxes levied must be based upon the assessed valuation of land and other taxable tangible property in the County as shall be determined by the records of the County Assessor and must be collected and remitted to the Taxing Districts. All the laws, rights and remedies provided by the laws of the State for the collection of State, county, city, school and other ad valorem taxes are applicable to the collection of taxes authorized to be collected in the Redevelopment Area.

The Missouri Constitution requires uniformity in taxation of real property by directing such property to be subclassed as agricultural, residential or commercial and permitting different assessment ratios for each subclass. Residential property is currently assessed at 19% of true value in money, commercial property is assessed at 32% of true value in money, and agricultural property is assessed at 12% of true value in money. The phrase "true value in money" has been held to mean "fair market value" except with respect to agricultural property.

Real property within the County is assessed by the County Assessor. The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The Board of Equalization has the authority to question and determine the proper values of real property and then adjust and equalize individual properties appearing on the tax rolls. The County Collector collects taxes for all Taxing Districts within the County limits. The County Collector deducts a commission for its services. After such collections and deductions of commission, taxes are distributed according to the Taxing District's pro rata share.

Taxes are levied on all taxable property based on the equalized assessed value thereof determined as of January 1 in each year. Under Missouri law, each property must be reassessed every two years (in odd-numbered years). The County Collector prepares the tax bills and mails them to each taxpayer in September. Payment is due by December 31, after which they become delinquent and accrue a penalty of one percent per month. In the event of an increase in the assessed value of a property, notice of such increase must be given to the owner of the affected property, which notice is generally given in April.

**Valuation of Real Property.** The County Assessor must determine the assessed value of a property based upon the State law requirement that property be valued at its true value in money. For agricultural land, true value is based on its productive capability. As to residential and commercial property, true value in money

is the fair market value of the property on the valuation date. The fair market value is arrived at by using the three universally recognized approaches to value: cost approach, the sales comparison approach and the income approach.

The cost approach is typically applied when a property is newly constructed and is based on the principle of substitution. This principle states that no informed buyer will pay more for a property than the cost to reproduce or replace the property. Value is determined under the cost approach by adding the estimated land value to the replacement or reproduction cost of improvements reduced by estimated depreciation. Courts have held, however, that construction cost alone is not a proper basis for determining true value in money and that all factors which affect the use and utility of the property must be considered.

The sales comparison approach determines value based upon recent sales prices of comparable properties. Comparable sales are adjusted for differences in properties by comparing such items as sales price per square foot and net operating income capitalization rates.

The income approach estimates market value by discounting to present value a stream of estimated net operating income. First, the property's gross potential income is estimated based on gross rents being generated at the property. A vacancy allowance is then deducted to arrive at effective gross income. Next, allowable operating expenses are deducted to arrive at an estimate of the property's net operating income. Finally, the net operating income is divided by an appropriate capitalization rate to arrive at the estimated present value of the income stream.

***Appeal of Assessment.*** State statutes set up various mechanisms for a property owner to appeal the assessment of a tax on its property. Typically, there are four issues that can be raised in property tax appeals: overvaluation, uniformity, misclassification and exemption. Overvaluation appeals are the most common appeals presented by taxpayers. An overvaluation appeal requires the taxpayer to prove that the true value in money of the property is less than that determined by the assessor. Uniformity appeals are based on the assertion that other property in the same class and county as the subject property is assessed at a lower percentage of value than the subject property. A misclassification appeal is based on an assertion that assessing authorities have improperly subclassified a property. Exemption appeals are based on claims that the property in question is exempt from taxation.

Overvaluation appeals, for the most part, must be made administratively, first, to the Board of Equalization and then to the State Tax Commission within prescribed time periods following notice of an increase in assessment. Appeals to the Board of Equalization must be filed with the County Assessor on or before the third Monday in June of each year. Appeals to the State Tax Commission must be filed by the later of August 15 and 30 days after the date of the final decision of the Board of Equalization. Where valuation is not an issue, appeals must be taken directly to the State circuit court rather than the State Tax Commission. If an appeal is pending on December 31, the due date for the payment of taxes, State statute provides a procedure for the payment of taxes under protest. If taxes are paid but not under protest, the taxpayer cannot recover the amount paid unless those taxes have been mistakenly or erroneously paid. Application for a refund of mistakenly or erroneously paid taxes must be made within one year after the tax in dispute was paid. Typically, only that portion of the taxes being disputed is identified as being paid under protest, unless a claim of exemption is being asserted. The portion of the tax paid under protest is required to be held in an interest-bearing account. Unless an appeal before the Board of Equalization or State Tax Commission is pending, suit must be brought by the taxpayer to resolve the dispute within 90 days, or the escrowed funds will be released to the Collector of Revenue and distributed to the Taxing Districts.

Affiliates of the Developer have previously appealed their respective property tax assessments from time to time, and such affiliates and the Developer may do so in the future.

***Reassessment and Tax Rate Rollback.*** A general reassessment of all property in the State is required to be conducted every two years. When, as a result of such reassessment, the assessed valuation within a taxing

district increases by more than an allowable percentage pursuant to the Hancock Amendment (as hereinafter described), the taxing district is required to roll back the rate of tax within the taxing district so as to produce substantially the same amount of tax revenue as was produced in the previous year increased by an amount called a “preceding valuation factor.” A “preceding valuation factor” is a percentage increase or decrease based on the average annual percentage changes in total assessed valuation of the County over the previous three or five years, whichever is greater, adjusted to eliminate the effect of boundary changes, changes from State and County assessed property, general reassessment and State ordered changes.

***The Hancock Amendment.*** A Constitutional amendment limiting taxation and government spending was approved by Missouri voters on September 4, 1980 and went into effect with the 1981-82 fiscal year. The amendment (Article X, Section 22(a) of the State Constitution and popularly known as the Hancock Amendment) limits the rate of increase and the total amount of taxes that shall be imposed in any fiscal year and provides that the limit shall not be exceeded without voter approval. Provisions are included in the Hancock Amendment for rolling back tax rates to produce an amount of revenues equal to that of the previous year if the definition of the tax base is changed or if property is reassessed. The tax levy on the assessed valuation of new construction is exempt from this limitation in the initial year of new construction.

### **Tax Delinquencies**

All real estate upon which taxes or payments in lieu of taxes remain unpaid on the first day of January, annually, are delinquent, and the County Collector is empowered to enforce the lien of the taxing jurisdictions thereon. Whenever the County Collector is unable to collect any taxes on the tax roll, having diligently endeavored and used all lawful means to do so, the County Collector is required to compile lists of delinquent tax bills collectible by such office. All lands and lots on which taxes are delinquent and unpaid are subject to suit to collect delinquent tax bills or suit for foreclosure of the tax liens. Upon receiving a judgment, the Sheriff must advertise the sale of the land, fixing the date of sale within 30 days after the first publication of the notice. Delinquent taxes, with penalty, interest and costs, may be paid to the County Collector at any time before the property is sold therefor. No action for recovery of delinquent taxes shall be valid unless initial proceedings therefor are commenced within five years after delinquency of such taxes.

### **Economic Activity Taxes**

The Economic Activity Taxes that will be used for the payment of the Series 2023A Bonds, subject to annual appropriation, are 50% of the total additional revenue from taxes imposed by the City or other Taxing Districts which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending prior to the adoption of the ordinance designating such a redevelopment area, but excluding therefrom any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, personal property taxes and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri.

Retail businesses are required to collect the sales tax from purchasers at the time of sale, and pay said amounts to the Department of Revenue of the State with the filing of returns, except for the sales tax on motor vehicles, trailers, boats and outboard motors, which is due at the time application is made for title and registration. The sales volume of a retail business determines the frequency of payments made to the Department of Revenue of the State. In most cases, the retail businesses in the City make monthly payments to the Department of Revenue of the State, which are due on the tenth day of each calendar month for sales taxes collected in the preceding calendar month. Retail businesses located in the City submit applications to the City for a merchant’s license and an occupancy permit, and before such license and permit are awarded, verification of a tax identification number from the State is made by the City. In the event of a failure by a retail business to remit sales taxes, interest and penalties, the unpaid amount may become a lien in the nature of a judgment lien

against the delinquent taxpayer. In the event of overpayment by any retail business as a result of error or duplication, provision is made under State law for refunds.

Pursuant to State law, taxpayers who promptly pay their sales taxes are entitled to retain 2% of the amount of taxes owed.

Within 30 days of receipt of sales taxes by the Department of Revenue of the State, the Director of the Department of Revenue remits to the State Treasurer for deposit in a special trust fund for the benefit of each political subdivision entitled to a sales tax distribution the amount of such sales tax receipts less 1% of certain taxes, which constitutes a fee paid to the State for collecting and distributing certain taxes. The State Treasurer then distributes moneys on deposit in the special trust fund on behalf of each such political subdivision to such political subdivision on a monthly basis.

## **ABSENCE OF LITIGATION**

### **The Authority**

To the knowledge of the appropriate officials of the Authority, as of the date of this Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or threatened against the Authority for which it has received service of process or other written notice which would restrain or enjoin the issuance or delivery of the Series 2023A Bonds or the collection of revenues pledged under the Indenture. A no-litigation certification to such effect will be delivered to the Underwriter at the time of original delivery of the Series 2023A Bonds.

### **The City**

To the knowledge of the appropriate officials of the City, as of the date of this Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending and served or threatened against the City for which it has received service of process or other written notice which would restrain or enjoin the issuance and delivery of the Series 2023A Bonds or the collection of revenues pledged under the Indenture. A no-litigation certification to such effect will be delivered to the Underwriter at the time of original delivery of the Series 2023A Bonds.

### **The District**

To the knowledge of the appropriate officials of the District, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Series 2023A Bonds, or the collection of sales taxes in the District to pay the principal of, redemption premium, if any, and interest on the Series 2023A Bonds or contesting or questioning the proceedings and authority under which the Series 2023A Bonds are to be authorized and are to be issued, sold, executed or delivered, or the validity of the Series 2023A Bonds. A no-litigation certification to such effect will be delivered to the Underwriter at the time of original delivery of the Series 2023A Bonds.

## **LEGAL MATTERS**

Legal matters incident to the authorization, issuance and sale of the Series 2023A Bonds by the Authority are subject to the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, whose approving opinion will be delivered with the Series 2023A Bonds. A copy of the proposed form of such opinion is attached hereto as **Appendix E**. Bond Counsel's engagement with respect to the Series 2023A Bonds ends with the issuance of the Series 2023A Bonds, and unless separately engaged, Bond Counsel is not obligated to defend the Authority or the

beneficial owners regarding the Series 2023A Bonds. Certain legal matters will be passed upon for the City by its counsel, John F. Mulligan, Jr., Esq., for the Underwriter by its counsel, Lewis Rice LLC, for the District by its counsel, Cook & Riley, LLC and for the Developer by their counsel, Schott & Hamilton, LLC. The legal opinions to be delivered concurrently with the delivery of the Series 2023A Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein.

By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transactions opined upon or of the future performance of parties to such transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

## **TAX MATTERS**

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2023A Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023A Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023A Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2023A Bonds.

### **Opinion of Bond Counsel**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law existing as of the issue date of the Series 2023A Bonds:

***Federal and State of Missouri Tax Exemption.*** The interest on the Series 2023A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

***Alternative Minimum Tax.*** The interest on the Series 2023A Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

***Bank Qualification.*** The Series 2023A Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Series 2023A Bonds, subject to the condition that the Authority comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023A Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023A Bonds in gross income for federal and State income tax purposes retroactive to the date of issuance of the Series 2023A Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2023A Bonds, but has reviewed the discussion under this heading “**TAX MATTERS.**”

## Other Tax Consequences

**Original Issue Discount.** For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2023A Bond over its issue price. The stated redemption price at maturity of a Series 2023A Bond is the sum of all payments on the Series 2023A Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023A Bond is generally the first price at which a substantial amount of the Series 2023A Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2023A Bond during any accrual period generally equals (1) the issue price of that Series 2023A Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2023A Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2023A Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Series 2023A Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

**Original Issue Premium.** For federal income tax purposes, premium is the excess of the issue price of a Series 2023A Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023A Bond is the sum of all payments on the Series 2023A Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023A Bond is generally the first price at which a substantial amount of the Series 2023A Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2023A Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2023A Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023A Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

**Sale, Exchange or Retirement of Bonds.** Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Series 2023A Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2023A Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2023A Bond. To the extent a Series 2023A Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023A Bond has been held for more than 12 months at the time of sale, exchange or retirement.

**Reporting Requirements.** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2023A Bonds, and to the proceeds paid on the sale of the Series 2023A Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

**Collateral Federal Income Tax Consequences.** Prospective purchasers of the Series 2023A Bonds should be aware that ownership of the Series 2023A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual

recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023A Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023A Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2023A Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023A Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

### CONTINUING DISCLOSURE

The City and the District will enter into a Continuing Disclosure Agreement (the “*Undertaking*”) with BOKF, N.A., as dissemination agent (the “*Dissemination Agent*”) for the benefit of the beneficial owners of the Series 2023A Bonds, whereby the District agrees to send certain information annually and semi-annually, and the City and the District agree to provide notice of certain events to the Municipal Securities Rulemaking Board (the “*MSRB*”) pursuant to the requirements of the Rule. The form of the Undertaking is set forth in Appendix C hereto. A failure by the City or the District to comply with their respective obligations under the Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2023A Bonds are limited to the remedies provided in the Undertaking. A failure by the City or the Districts to comply with their respective obligations under the Undertaking must be reported in accordance with the Undertaking and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2023A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023A Bonds and their market prices.

The District has not previously been a party to any continuing disclosure undertakings. During the past five years, the City’s only prior continuing disclosure obligations have been in connection with certain Certificates of Participation. Annual reports filed in connection with those securities for the fiscal years ended June 30, 2017, 2018 and 2019 were filed 36 days late, 71 days late and 13 days late, respectively. The City has otherwise complied with its continuing disclosure undertakings in all material respects during the past five years.

### REVENUE ANALYSIS

PGAV has prepared the Revenue Analysis which is attached hereto as Appendix B. Certain financial and statistical data included in this Official Statement have been excerpted from the Revenue Analysis. None of the Authority, the City, the District or the Underwriter make any representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Revenue Analysis. No party assumes any responsibility to update such information after the delivery of the Series 2023A Bonds.

**Appendix B must be read in its entirety to understand the assumptions upon which the forecasts are based and the qualifications which have been made. There is no assurance that the forecasts will be achieved. Actual future events will vary from the forecasts, and such variances may be material.**

### UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the “*Underwriter*”) has agreed, subject to certain conditions, to purchase the Series 2023A Bonds from the City at an aggregate purchase price of \$\_\_\_\_\_ (which takes into account an original issue [discount/premium] of \$\_\_\_\_\_ and an Underwriter’s discount of



\$\_\_\_\_\_). The Underwriter will be obligated to accept delivery and pay for all of the Series 2023A Bonds if any are delivered.

The Series 2023A Bonds are being purchased by the Underwriter from the Authority in the normal course of the Underwriter's business activities. The Underwriter intends to offer the Series 2023A Bonds in an offering to the public at a price not in excess of the offering price set forth on the cover page of this Official Statement. The Underwriter may allow concessions from the public offering price to certain dealers, banks and others. The public offering price may be varied from time to time by the Underwriter.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

#### **CERTAIN RELATIONSHIPS**

Gilmore & Bell, P.C., Bond Counsel, represents the Underwriter in other financings from time to time but is not representing the Underwriter in connection with the issuance of the Series 2023A Bonds. Gilmore & Bell, P.C. represented the City in connection with the approval of the Redevelopment Plan and the adoption of tax increment financing within RPA 1.

#### **NO RATINGS**

The City has not applied to S&P Global Ratings, Moody's Investors Service, Inc. or any other similar rating service for a rating of the Series 2023A Bonds.

#### **MISCELLANEOUS**

Information set forth in this Official Statement has been furnished or reviewed by certain officers of the Authority, the City, the District, the Developer and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The descriptions contained in this Official Statement of the Series 2023A Bonds do not purport to be complete and are qualified in their entirety by reference thereto.

The form of this Official Statement, and its distribution and use, has been approved by the Authority, the City and the District. None of the Authority, the City, the District or any of their respective officials or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the Authority, the City or the District or the Authority's, the City's or the District's ability to make payments required of it; and further, none of the Authority, the City, the District or their respective officials or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Series 2023A Bonds other than those either expressly or by fair implication imposed on the Authority, the City or the District.

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Name:  
Title:

**APPENDIX A**

**DEFINITIONS AND SUMMARY OF THE INDENTURE AND FINANCING AGREEMENT**

## APPENDIX A

### DEFINITIONS AND SUMMARY OF THE INDENTURE AND FINANCING AGREEMENT

#### DEFINITIONS

**“Act”** means the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri, as amended.

**“Additional Bonds”** means any Additional Bonds issued pursuant to the Indenture.

**“Authority”** means The Industrial Development Authority of University City, Missouri, its successors and assigns.

**“Authorized Authority Representative”** means the President of the Authority or any person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Authority Representative.

**“Authorized City Representative”** means the City Manager or any person from time to time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by the City Manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

**“Authorized Denominations”** means (a) with respect to the Series 2023A Bonds, \$5,000 or any integral multiple thereof, (b) with respect to the Subordinate Notes, \$0.01 or any integral multiple thereof and (c) with respect to any Additional Bonds, \$5,000 or any integral multiple thereof, or such other Authorized Denomination specified in the Supplemental Indenture authorizing such Additional Bonds.

**“Authorized District Representative”** means the District’s Chair or Secretary or any person from time to time designated to act on behalf of the District as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the District by its Chair. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized District Representative.

**“Bond”** or **“Bonds”** means, collectively, the Priority Bonds and the Subordinate Notes.

**“Bond Counsel”** means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the Authority and acceptable to the Trustee.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the applicable corporate trust office of the Trustee is located are required or authorized by law to close.

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

**“CID Funding Percentage”** means (a) initially, \_\_\_\_% or (b) such higher percentage as is specified in a certificate executed by the District and accompanied by an opinion of counsel to the District and addressed to the City, the Trustee, the District and the Authority, stating the percentage of Reimbursable Redevelopment Project Costs that may be funded by the District under State law.

**“CID Portion of District Sales Tax Revenues”** means the District Sales Tax Revenues, less (1) the TIF Portion of District Sales Tax Revenues, which shall be deposited into the District Revenues Account of the Revenue Fund, (2) any District Sales Tax Revenues described in the South Anchor Parcel Development Agreement that will be used to reimburse the applicable Sub-Developer for costs associated with a portion of the District Project and (3) District Expenses. For avoidance of doubt, after June 9, 2042 (i.e., the expiration of tax increment financing in RPA 1), there will be no further TIF Portion of District Sales Tax Revenues.

**“City”** means the City of University City, Missouri, an incorporated political subdivision of the State.

**“City TIF Notes”** means the City’s Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B, outstanding in the aggregate amount of principal and unpaid interest of \$\_\_\_\_\_.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement dated as of April 1, 2023 by and among the City and BOKF, N.A.

**“Debt Service Fund”** means the fund by that name created in the Indenture.

**“Debt Service Reserve Fund”** means the fund by that name created in the Indenture.

**“Debt Service Reserve Requirement”** means (a) with respect to the Series 2023A Bonds, the sum of \$\_\_\_\_\_ and (b) with respect to any series of Additional Bonds, the amount specified in the Supplemental Indenture authorizing such Additional Bonds, which shall not be greater than the least of (1) 10% of the stated principal amount of such series of Additional Bonds, (2) the maximum annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date), or (3) 125% of the average annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date).

**“Developer”** means, collectively, U. City, L.L.C. and U. City TIF Corporation and any successors or assigns thereto.

**“District”** means The Markets at Olive Community Improvement District.

**“District Expenses”** means the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and the District Project Agreement, which, for calendar year 2019 shall equal \$12,000 and, for each subsequent year, shall equal the preceding year’s District Expenses increased by 3% (unless a lesser amount is requested by the District). (For certainty, the District Expenses for calendar year 2023 shall equal \$13,506.11.)

**“District Project”** shall have the meaning set forth in the District Project Agreement.

**“District Project Agreement”** means the Amended and Restated District Project Agreement dated as of April 1, 2023 among the City, the District and the Developer, as may be amended from time to time.

**“District Sales Tax”** means the community improvement sales and use tax authorized by Section 67.1545 of the CID Act and imposed by the District at the rate of one percent (1%).

**“District Sales Tax Revenues”** means the revenues from the District Sales Tax actually received by the District from the Missouri Department of Revenue.

**“Economic Activity Taxes”** shall have the meaning assigned to such term in Section 99.805 of the TIF Act, but not including any license, tax or fee exempted from tax increment financing by State law.

**“Event of Default”** means any event or occurrence as defined in the Indenture.

**“Extraordinary Expense Fund”** means the fund by that name created in the Indenture.

**“Financing Agreement”** means the Financing Agreement dated as of April 1, 2023, by and among the Authority, the City and the District, as amended from time to time in accordance with the terms thereof.

**“Fiscal Year”** means the fiscal year adopted by the City for accounting purposes, which as of the execution of the Indenture commences on April 1 and ends on March 31.

**“Government Securities”** means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

**“Immediate Notice”** means notice given no later than the close of business on the date required by the provisions of the Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in the Indenture or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail postage prepaid to such addressees.

**“Indenture”** means the Trust Indenture dated as of April 1, 2023, by and between the Authority and the Trustee, as amended from time to time in accordance with the terms thereof.

**“Interest Payment Date”** means any date on which the principal of or interest on any Bonds is payable.

**“Investment Securities”** means any of the following securities purchased in accordance with the Indenture, if and to the extent the same are at the time legal for investment of the funds being invested:

(a) Government Securities;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Authority;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) or (b), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities; and

**“Maximum Priority Bond Redemption Schedule”** means the schedule of cumulative redemption amounts of the Series 2023A Bonds in the Indenture.

**“Monitor”** shall have the meaning ascribed in the Indenture.

**“Net Revenues”** means, collectively:

(a) all moneys deposited into the PILOTS Subaccount of the Special Allocation Fund (including investment earnings thereon);

(b) subject to annual appropriation by the City, all moneys deposited or deemed to be deposited into the EATS Subaccount of the Special Allocation Fund (including, without limitation, 50% of incremental Economic Activity Taxes generated in RPA 1, including the TIF Portion of District Sales Tax Revenues, and interest earnings thereon, but excluding any Economic Activity Taxes declared as surplus pursuant to **Section 6.3(a)(1)** of the Redevelopment Agreement);

(c) subject to annual appropriation by the District, the CID Portion of District Sales Tax Revenues; and

(d) monies in any other fund of the City or the District that have been appropriated to the repayment of the Bonds.

Net Revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (2) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum until such suit or claim is resolved in favor of the City or the District, as applicable and (3) costs of enforcing the

assessment of real property and improvements within RPA 1 and the payment and collection of Payments in Lieu of Taxes, Economic Activity Taxes, and District Sales Tax Revenues.

**“Opinion of Counsel”** means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in the Indenture) Bond Counsel or counsel to the Authority, the City, the District, the Developer, the Owners or the Trustee, and who is acceptable to the Trustee.

**“Outstanding”** means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under the Indenture except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with the Indenture;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen for which indemnity has been received as provided in the Indenture; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture.

**“Owner”** means the Person in whose name any Bond is registered on the Register.

**“Parcel Development Agreement”** shall have the meaning set forth in the Redevelopment Agreement and shall include, without limitation, the South Anchor Parcel Development Agreement.

**“Paying Agent”** means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by the Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

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

**“Person”** means any natural person, firm, partnership, association, corporation, limited liability company or public body.

**“Pledged Revenues”** means all Net Revenues and all moneys held in the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund under the Indenture, together with investment earnings thereon, as further set forth in the Indenture.

**“Project Fund”** means the fund by that name created in the Indenture.

**“Purchaser”** means (a) with respect to the Series 2023A Bonds, Stifel, Nicolaus & Company, Incorporated, (b) with respect to the Subordinate Notes, U. City, L.L.C. and (c) with respect to any Additional Bonds, the purchaser thereof named in the Supplemental Indenture authorizing the issuance of the Additional Bonds.



**“Rebate Fund”** means the fund by that name created in the Indenture.

**“Record Date”** for the interest payable on any Interest Payment Date means the first calendar day, whether or not a Business Day, of the month during which an Interest Payment Date occurs.

**“Redevelopment Agreement”** means the Redevelopment Agreement dated as of June 13, 2019, between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement dated as of June 29, 2020 and the Second Amendment to Redevelopment Agreement dated as of April 1, 2023, and as may be further amended from time to time in accordance with its terms.

**“Redevelopment Area”** has the meaning set forth in the recitals hereto.

**“Redevelopment Plan”** means the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019, as may be amended from time to time.

**“Register”** means the registration books of the Authority kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

**“Reimbursable Redevelopment Project Costs”** shall have the meaning set forth in the Redevelopment Agreement.

**“Registrar”** means the Trustee when acting as such under the Indenture.

**“Revenue Fund”** means the fund by that name created in the Indenture.

**“RPA 1”** means the portion of the Redevelopment Area described in the Redevelopment Plan as RPA 1 and generally consisting of the Markets at Olive retail/commercial area.

**“RPA 1 Redevelopment Project”** has the meaning set forth in the recitals hereto.

**“RPA 2/3 Annual Retainage Amount”** shall have the meaning set forth in the Redevelopment Agreement.

**“Series 2023A Bonds”** means the Authority’s Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, in the aggregate original principal amount of \_\_\_\_\_\*.

**“South Anchor Parcel Development Agreement”** means a Parcel Development Agreement that may be entered into among the City, the District, the Developer and a Sub-Developer (a) relating to the development of an approximately 65,000 square foot grocery anchor and other commercial uses on approximately seven acres of property located within RPA 1 and south of Olive Boulevard, and (b) providing that District Sales Tax Revenues less the TIF Portion of District Sales Tax Revenues may be used to (i) reimburse the Sub-Developer for costs of a portion of the District Project or (ii) pay debt service on notes, bonds or other obligations issued to finance the applicable portion of the District Project, in an amount not to exceed \$2,600,000 plus the costs of issuing such notes, bonds or other obligations.

**“Special Allocation Fund”** means the RPA 1 Account of the “Olive Boulevard Commercial Corridor and Residential Conservation Area Special Allocation Fund,” created in accordance with Section 99.845 of the TIF Act and the TIF Ordinance, and within such account, a PILOT’s Subaccount and an EATs Subaccount.

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\* Preliminary, subject to change

**“State”** means the State of Missouri.

**“Sub-Developer”** shall have the meaning set forth in the Redevelopment Agreement.

**“Subordinate Notes”** means the Authority’s Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B, in the aggregate original principal amount of \$\_\_\_\_\_.

**“Supplemental Financing Agreement”** means any financing agreement supplemental or amendatory to the Financing Agreement entered into by the Authority, the City and the District pursuant to the Indenture.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to the Indenture entered into by the Authority and the Trustee pursuant to the Indenture.

**“Tax-Exempt Bonds”** means the Series 2023A Bonds and any other Bonds issued under the Indenture, the interest on which is excludable from gross income of the Owners thereof for federal and State income tax purposes.

**“Tax Compliance Agreement”** means the Tax Compliance Agreement executed by the City, the District, the Authority and the Trustee in connection with the issuance of the Tax-Exempt Bonds, as amended from time to time in accordance with the terms thereof.

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

**“TIF Ordinance”** means Ordinance No. 7105 of the City adopted on June 10, 2019, authorizing the adoption of tax increment financing within RPA 1.

**“TIF Portion of District Sales Tax Revenues”** means 50% of the District Sales Tax Revenues, to the extent tax increment financing remains in effect within the District, which shall be deposited into the EATs Account of the Revenue Fund pursuant to the Indenture.

**“Trust Estate”** means the Trust Estate described in the granting clauses of the Indenture.

**“Trustee”** means BOKF, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

**“Unassigned Authority’s Rights”** means the Authority’s rights to payment of its fees and expenses, to be indemnified in certain events (including legal fees incurred in the defense of any litigation involving the Bonds, any rebate obligations, fines and penalties owed), to receive notices, reports and other statements and to consent to certain matters, including, but not limited to, any Supplemental Financing Agreements or Supplemental Indentures.

## SUMMARY OF THE INDENTURE

*In addition to the information under the captions “THE SERIES 2023A BONDS” and “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS,” the following is a brief summary of the Indenture pursuant to which the Series 2023A Bonds will be issued. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee.*

### Creation of Funds and Accounts

The following funds and accounts of the Authority are created in the Indenture and established with the Trustee:

- (1) Revenue Fund, which shall contain a PILOTS Account, an EATS Account, and a District Revenues Account.
- (2) Debt Service Fund, which shall contain a Debt Service Account, a Capitalized Interest Account and a Redemption Account and within such accounts, a subaccount for each series of Bonds.
- (3) Debt Service Reserve Fund, which shall contain a Series 2023A Account.
- (4) Project Fund, which shall contain a Refunding Account and a Costs of Issuance Account.
- (5) Rebate Fund, which shall contain an account for each series of Tax-Exempt Bonds.
- (6) Extraordinary Expense Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in the Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in the Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

### Nature of Obligations

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture.

The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the City nor the District shall, in any event, be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose

any liability, pecuniary or otherwise, upon the City, the District or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

### **Revenue Fund**

The City has agreed, pursuant to the Financing Agreement, to transfer the following sums, together with a written report in substantially the form attached as Exhibit A to the Financing Agreement, to the Trustee on the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding:

(1) all Net Revenues consisting of Payments in Lieu of Taxes in the PILOTS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the PILOTS Account of the Revenue Fund; and

(2) subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes in the EATS Subaccount of the RPA 1 Account of the Special Allocation Fund for deposit into the EATS Account of the Revenue Fund.

If the Trustee has not received Net Revenues described above on or before the third calendar day of each month, the Trustee shall notify the Authority, the City, the District, the Monitor and the Purchaser of such non-receipt. Notwithstanding the foregoing, the City shall not make the transfers described in (1) and (2) above after June 9, 2042 except as necessary to correct administrative error.

On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the Trustee shall apply moneys in the Revenue Fund (drawing from the accounts of the Revenue Fund in this order: PILOTS Account, EATS Account and District Revenues Account, unless otherwise indicated) to the extent necessary for the purposes and in the amounts as follows:

*First*, from the PILOTS Account and EATS Account only, pay the RPA 2/3 Annual Retainage Amount to the City;

*Second*, transfer to the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, with respect to the Tax-Exempt Bonds to the United States of America, owed under Section 148 of the Code, as directed in writing by the Authority in accordance with the Tax Compliance Agreement;

*Third*, if the next Interest Payment Date is June 15, pay to the Trustee or any Paying Agent and the Monitor an amount sufficient to pay any fees and expenses that are due and owing to the Trustee or any Paying Agent and the Monitor for such calendar year, upon delivery to the City of an invoice for such amounts (provided that the payments to the Trustee and any Paying Agent may not exceed \$5,000 in any year except as otherwise provided in the Indenture) and payments to the Monitor may not exceed in the aggregate \$\_\_\_\_\_ in any calendar year;

*Fourth*, if the next Interest Payment Date is June 15, from the PILOTS Account and the EATS Account only, pay to the City the amount of \$26,522.50 for calendar year 2023, increased by 3.0% for each subsequent calendar year, for fees and expenses incurred by the City in the administration of the Redevelopment Plan;

*Fifth*, if the next Interest Payment Date is June 15, transfer to the Extraordinary Expense Fund an amount, not to exceed \$10,000, sufficient to cause the balance in said fund to equal \$30,000;

*Sixth*, transfer to the Series 2023A Subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient (taking into account amounts on deposit therein and in the Series 2023A Subaccount of the Capitalized Interest Account of the Debt Service Fund) to pay the interest and principal due (by reason of stated maturity) on the Series 2023A Bonds on the next Interest Payment Date;

*Seventh*, transfer to the Series 2023A Subaccount of the Redemption Account within the Debt Service Fund, an amount sufficient to redeem Series 2023A Bonds that are subject to redemption pursuant to the Indenture up to the applicable amount shown on the Maximum Priority Bond Redemption Schedule;

*Eighth*, if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency therein;

*Ninth*, transfer to the Subordinate Notes Subaccount of the Debt Service Account within the Debt Service Fund an amount sufficient to pay accrued interest and principal due (by reason of stated maturity) on the Subordinate Notes on the next Interest Payment Date;

*Tenth*, transfer to the Subordinate Notes Subaccount of the Redemption Account within the Debt Service Fund, all remaining Net Revenues to redeem the Subordinate Notes that are subject to redemption pursuant to the Indenture; and

*Eleventh*, transfer to the Series 2023A Subaccount of the Redemption Account of the Debt Service Fund, all remaining Net Revenues to redeem the Series 2023A Bonds that are subject to redemption pursuant to the Indenture.

If necessary, on the Business Day prior to each Interest Payment Date (drawing from the accounts of the Revenue Fund in this order: District Revenues Account, PILOTS Account and EATS Account), the Trustee shall transfer to the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund an amount sufficient to pay the principal of or interest on the Priority Bonds due on the next Interest Payment Date.

Notwithstanding anything to the contrary contained herein, no funds in the District Revenues Account shall be applied to the transfers and payments described in (c) above (other than under clause *Fourth*) if such application will result in the CID Portion of District Sales Tax Revenues funding more than the CID Funding Percentage of such transfers and payments on a cumulative basis. If no Priority Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the CID Portion of District Sales Tax Revenues as provided in (c) above, then the Trustee shall transfer any excess revenues in the District Revenues Account to the District for use in accordance with the CID Act.

If the moneys in the Revenue Fund are insufficient to make the payment to the City described in *Fourth*, then the unpaid portion shall be carried forward to the next Interest Payment Date, with interest on any unpaid portion at the Trustee's base lending rate plus 2%.

## **Debt Service Fund**

Except as otherwise provided in the Indenture, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

The Authority authorizes and directs the Trustee to withdraw sufficient moneys from the applicable accounts and subaccounts within the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the applicable Bonds.

The Trustee shall use any moneys remaining in the applicable accounts of the Debt Service Fund to redeem all or part of the Bonds Outstanding of the applicable series and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by the Indenture, so long as said moneys are in excess of the amount required for payment of applicable series of Bonds theretofore matured or called for redemption. The Trustee, upon the written instructions from the City, signed by the Authorized City Representative, shall use moneys in the applicable accounts within the Redemption Account of the Debt Service Fund on a best efforts basis for the purchase of the Bonds in the open market to the extent practical for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay all accrued interest on the Priority Bonds and the Subordinate Notes on any Interest Payment Date, then such moneys shall be applied (1) first to the Priority Bonds ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Priority Bonds, as applicable, to the extent permitted by law and (2) then to the Subordinate Notes ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Subordinate Notes to the extent permitted by law. If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay the principal of the Priority Bonds and the Subordinate Notes on the maturity date thereof, then such moneys shall be applied (1) first to the Priority Bonds ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Priority Bonds, as applicable, to the extent permitted by law and (2) then to the Subordinate Notes ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified for the Subordinate Notes to the extent permitted by law.

## **Project Fund**

The money in the Refunding Account of the Project Fund shall be disbursed by the Trustee, without further authorization, on the date of issuance of the Series 2023A Bonds to or at the direction of the owner of the City TIF Notes, to pay the principal of and interest on that portion of the City TIF Notes refunded thereby.

Moneys in the Costs of Issuance Account of the Project Fund shall be disbursed by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as Exhibit B

in the Indenture and otherwise substantially in such form, for the sole purpose of paying costs of issuance of the Bonds. Any moneys remaining on deposit in the Costs of Issuance Account of the Project Fund 180 days after the issuance of the Series 2023A Bonds shall, without further authorization, be deposited in the Series 2023A Subaccount of the Debt Service Account of the Debt Service Fund and used to pay principal of or interest on the Series 2023A Bonds on the next Interest Payment Date. The Authority acknowledges that, under the provisions of the Foreign Account Tax Compliance Act, the Trustee is obligated to withhold 30% of the proceeds from any disbursement to a payee that has not delivered to the Trustee a tax identification number on a correctly completed IRS Form W-9. If requested by the Trustee, the Authority shall provide the Trustee with a copy of any completed Form W-9 form for the initial disbursement to any payee pursuant to any provision of the Indenture.

In making such payments and disbursements, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

### **Debt Service Reserve Fund**

Except as otherwise provided in the Indenture, moneys in the applicable account or accounts of the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the corresponding series of Priority Bonds if moneys otherwise available for such purpose as provided in the Indenture are insufficient to pay the same as they become due and payable, and to make the final payment on the applicable series of Priority Bonds. The amounts on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give prompt written notice to the Authority and the City if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in any account of the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement with respect to a series of Priority Bonds on any valuation date shall be deposited by the Trustee without further authorization in the corresponding subaccount of the Redemption Account of the Debt Service Fund.

### **Rebate Fund**

The Trustee shall deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in the Indenture, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the City, the District or the Owner of any Bonds shall have any rights in or claim to such money.

### **Extraordinary Expense Fund**

Amounts on deposit in the Extraordinary Expense Fund shall be used only for the purposes of (1) paying the fees, expenses and other costs, including legal fees, incurred by the Authority, the City and/or the District in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Tax-Exempt Bonds, including legal fees incurred and any rebate obligations, fines or penalties imposed and (2) paying the fees, expenses and other costs incurred by the Authority or the City in connection with any default or Event of Default under the Indenture. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a written request signed by the Authorized Authority Representative, including invoices for such extraordinary fees, expenses and other costs.

## **Non-Presentation of Bonds**

If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under the Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by the Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums so paid to it and shall not be regarded as a trustee of such money.

## **Investment of Moneys**

Moneys in all funds and accounts under any provision of the Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative (or if after June 9, 2042, the District, given by the Authorized District Representative) or, if such written directions are not received, then the Trustee is authorized to invest such moneys into the Invesco Treasury Portfolio Fund CUSIP 825252208 as standing instructions. In the event the Invesco Treasury Portfolio Fund is no longer offered, the Trustee shall hold such moneys uninvested, with no liability for interest thereon, until the Trustee is otherwise directed in writing. The Trustee may conclusively rely upon each such written request as to both the suitability and legality of the directed investment and such written request shall be deemed to be a certification to the Trustee that the directed investment constitutes an Investment Security. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries and may invest funds in its own proprietary money market funds or deposit products upon written request of the Authorized Authority Representative.

All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of the Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Interest Payment Date, except as otherwise provided in the Indenture with respect to the Debt Service Reserve Fund. The Trustee shall not be liable for any loss resulting from any investment made in accordance with the Indenture.



## **Events of Default; Acceleration**

If any one or more of the following events occur, it is defined as and declared in the Indenture to be and to constitute an “Event of Default”:

(a) default in the performance or observance of any of the covenants, agreements or conditions on the part of the Authority in the Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (i) to the Authority and the City by the Trustee, or (ii) to the Trustee (which notice of default the Trustee shall be required to accept) and the Authority by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Authority (or the City on behalf of the Authority) within such period and diligently pursued until the default is corrected; or

(b) the occurrence of an Event of Default as specified in the Financing Agreement.

The Trustee shall give written notice of any Event of Default to the Authority, the City and the District as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in the Indenture.

If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes), by notice in writing delivered to the Authority and the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

## **Exercise of Remedies by the Trustee**

If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Authority as set forth in the Indenture.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes), and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in the Indenture.

All rights of action under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to the provisions of the Indenture governing the application of moneys following an Event of Default, be for the equal benefit of all the Owners of the Outstanding Bonds.

## **Limitation on Exercise of Remedies by Owners**

No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust under the Indenture or for the appointment of a receiver or any other remedy under the Indenture, unless:

- (a) a default has occurred of which the Trustee has notice as provided in the Indenture, and
- (b) such default has become an Event of Default, and
- (c) the Owners of not less than 25% in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are Outstanding, the Subordinate Notes) have made written request to the Trustee, have offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in the Indenture, and
- (d) the Trustee shall thereafter fail or refuse to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice the Indenture by its, his or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in the Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the Authority to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner expressed in the Indenture and in such Bond.

## **Remedies Cumulative**

No remedy conferred by the Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners under the Indenture or now or hereafter existing at law or in equity or by statute.

## **Application of Moneys in Event of Default**

Upon an Event of Default, all moneys held or received by the Trustee pursuant to the Indenture, the Financing Agreement or pursuant to any right given or action taken under the Indenture shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Project Fund, the Debt Service Fund, the Debt Service Reserve Fund (which shall only be applied to the Priority Bonds) and the Revenue Fund shall be applied as follows:

- (a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Priority Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Priority Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Priority Bonds that have become due and payable (other than Priority Bonds called for redemption for the payment of which moneys or securities are held pursuant to the Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(3) *Third* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Subordinate Notes, if any, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Subordinate Notes, if any, to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(4) *Fourth* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Subordinate Notes that have become due and payable (other than Subordinate Notes called for redemption for the payment of which moneys or securities are held pursuant to the Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied first, to the payment of the principal and interest then due and unpaid on all of the Priority Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Priority Bond over any other Priority Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege and *second*, to the payment of the principal and interest then due and unpaid on all of the Subordinate Notes without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Subordinate Note over any other Subordinate Note, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege..

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of the Indenture, then, subject to the provisions of paragraph (b) above in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) above.

**Notwithstanding the foregoing, no funds in the District Revenues Account shall be applied to the payment of interest on and principal of the Bonds if such application will result in CID Portion of District Sales Tax Revenues funding more than CID Funding Percentage of the Debt Service Requirements and the transfers and payments described above pursuant to Second, Third, Fifth and Eighth under the caption "Revenue Fund." The Trustee shall retain any money in excess of these limits in the applicable accounts of the Revenue Fund, subject to the terms of the Indenture.**

Whenever moneys are to be so applied, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

### **Supplemental Indentures and Financing Agreements**

#### Without Consent of the Owners

The Authority and the Trustee (with the consent of the City and the District) may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions thereof, and the Authority, the City and the District may from time to time, without the consent of or notice to any of the Owners, enter into Supplemental Financing Agreements as are not inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Indenture or the Financing Agreement or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to the Indenture or the Financing Agreement additional revenues, properties or collateral;
- (d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof, including through the issuance of Additional Bonds pursuant to the Indenture;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee under the Indenture; or
- (g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

#### With Consent of the Owners

In addition to Supplemental Indentures and Supplemental Financing Agreements permitted by the Indenture and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the City and the Owners of not less than a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes) affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture and the Authority, the City and the District may from time to time enter into such other Supplemental Financing Agreement or Supplemental Financing Agreements as shall be deemed necessary and desirable by the parties thereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Financing Agreement or in any Supplemental Indenture or Supplemental Financing Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of, any change in the optional or mandatory redemption of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Authority requests the Trustee to enter into any such Supplemental Indenture or the City, the District or the Authority advise the Trustee of their desire to enter into any such Supplemental Financing Agreement for any of the purposes above, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture or Supplemental Financing Agreement to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture or Supplemental Financing Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement at the time of the execution of any such Supplemental Indenture or Supplemental Financing Agreement have consented to and approved the execution thereof as provided in the Indenture, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Authority or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture or Supplemental Financing Agreement as permitted and provided in the Indenture, the Indenture or the Financing Agreement, as applicable, shall be and be deemed to be modified and amended in accordance therewith.

### Opinion of Bond Counsel

Notwithstanding anything to the contrary in the Indenture, before the Authority and the Trustee enter into any Supplemental Indenture or Supplemental Financing Agreement pursuant to the Indenture, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture or Supplemental Financing Agreement is authorized or permitted by the Indenture or the Financing Agreement, as applicable, the Act and the TIF Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority, the City or the District, and the Authority, as applicable, in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt Bonds then Outstanding

### **Resignation or Removal of the Trustee**

The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving 30 days' written notice to the Authority, the City, the District and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of the Indenture, it shall resign immediately in the manner provided in the Indenture. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or, if no Priority Bonds are then Outstanding, the Subordinate Notes). If no Event of Default has occurred and is continuing, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The Authority, the City (or if after June 9, 2042, the District) or the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding (or if no Priority Bonds are then Outstanding, the Subordinate Notes) may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under the Indenture. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation or removal.

### **Appointment of Successor Trustee**

If the Trustee resigns or is removed, or otherwise becomes incapable of acting under the Indenture, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by (1) the City, if no Event of Default has occurred and is continuing under the Indenture, or (2) the Owners of a majority in aggregate principal amount of the Priority Bonds then Outstanding, (or, if no Priority Bonds are then Outstanding, the Subordinate Notes), by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the Authority, by an instrument executed and signed by the Authorized Authority Representative, with the consent of the City, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the City or the Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under the Indenture.

### **Qualifications of Trustee and Successor Trustees**

The Trustee and every successor Trustee appointed under the Indenture shall be a trust institution or commercial bank with its principal corporate trust office located in the State, shall be in good standing

and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$50,000,000. If such institution publishes reports of condition at least annually pursuant to law or regulation, then for the purposes of the Indenture the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

## SUMMARY OF THE FINANCING AGREEMENT

*The following is a brief summary of the Financing Agreement. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Financing Agreement, copies of which are on file with the Authority and the Trustee.*

### Transfer of Revenues

On the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding, the City shall transfer to the Trustee for application pursuant to the Indenture, (1) all Net Revenues consisting of Payments in Lieu of Taxes on deposit in the PILOTS Subaccount of the Special Allocation Fund and, (2) subject to annual appropriation by the City, all Net Revenues consisting of Economic Activity Taxes on deposit in the EATS Subaccount of the Special Allocation Fund, together with a written report in substantially the form attached as **Exhibit A** to the Financing Agreement. The City hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation of the Economic Activity Taxes. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

On the first calendar day of each month (or the next Business Day thereafter if the first calendar day is not a Business Day) while the Bonds are Outstanding, the District shall transfer to the Trustee for application pursuant to the Indenture, (1) subject to annual appropriation by the District, all Net Revenues consisting of the CID Portion of District Sales Tax Revenues and (2) subject to annual appropriation by the City, all Net Revenues consisting of the TIF Portion of District Sales Tax Revenues, together with a written report in substantially the form attached as **Exhibit B** to the Financing Agreement. The District hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation. The foregoing provisions shall not be construed to impose any legal obligation on the District to appropriate moneys for the payment of the Bonds.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES TO THE TRUSTEE TERMINATES ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, AND (2) THE OBLIGATION OF THE DISTRICT TO TRANSFER NET REVENUES CONSISTING OF THE CID PORTION OF DISTRICT SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON DECEMBER 31, 2053, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

### Collection

The City shall comply with the provisions of the Redevelopment Agreement relating to collection of Payments in Lieu of Taxes and Economic Activity Taxes in such manner as the City deems prudent and advisable in its good faith discretion.

The District may, in its sole discretion, take such action as the District deems appropriate to (1) cause the Missouri Department of Revenue to collect the District Sales Tax and (2) cause retailers to pay the District Sales Tax. Pursuant to the Financing Agreement, the District agrees that the Trustee may take such lawful action within its control to cause the Missouri Department of Revenue to collect the District Sales Tax and to cause retailers to pay the District Sales Tax.

The City covenants and agrees that it will not authorize or grant real property tax abatement within the Redevelopment Area prior to January 1, 2042.

### **Covenant to Request Appropriations**

The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is directed to include in the budget proposal submitted to the City Council for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Net Revenues on deposit in the EATS Subaccount of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in the Indenture. Any funds appropriated as the result of such a request shall be transferred by the City to the Trustee at the times and in the manner provided in the Financing Agreement and the Indenture.

The District covenants and agrees that the officer of the District at any time charged with the responsibility of formulating budget proposals is directed to include in the budget proposal submitted to the Board of Directors of the District for each fiscal year of the District that the Bonds are Outstanding a request for an appropriation of the CID Portion of District Sales Tax Revenues in a manner consistent with the Indenture. Any funds appropriated as the result of such a request shall be transferred by the District to the Trustee at the times and in the manner provided in the Financing Agreement and the Indenture.

The parties acknowledge that tax increment financing for the Redevelopment Project expires on June 9, 2042. No Payments in Lieu of Taxes or Economic Activity Taxes will be appropriated or paid to the Trustee after such date except as may be necessary to correct administrative error.

### **Enforcement of Agreements**

The City shall enforce the provisions of the Redevelopment Agreement, and the City and the District shall enforce the provisions of the District Project Agreement, in such manner as the parties deem prudent and advisable in their good faith discretion. The City and the District may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the District Project Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages after deduction of the costs of enforcement.

The City and the District, as applicable, shall notify the Trustee in writing of any material failure of performance under the Redevelopment Agreement or the District Project Agreement of which they have actual knowledge and what action (if any) such party proposes to take to enforce available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may so advise the City or the District, as applicable, promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the applicable party has not taken such other or additional action, and the Trustee has not, after consultation with the applicable party, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In



furtherance of the rights granted to the Trustee by this Section, the City and the District hereby assign to the Trustee all of the rights they may have in the enforcement of the Redevelopment Agreement and the District Project Agreement, further authorizing the Trustee in its own name or in the name of the City or the District, as applicable, to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

The City and the District shall not modify, amend or waive any provision of the Redevelopment Agreement or the District Project Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Redevelopment Agreement or the District Project Agreement if the proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture. The Trustee shall be entitled to receive and rely upon an Opinion of Counsel (who may not be counsel to the City or the District) as to whether any such proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.

#### **Events of Default**

The term “Event of Default” shall mean any one or more of the following events:

(a) Failure by the City or the District to timely transfer revenues to the Trustee pursuant to the Financing Agreement for a period of 10 days after written notice of such failure has been given to the applicable party by the Trustee.

(b) Failure by the City or the District to observe and perform any covenant, condition or agreement on the part of the applicable party under the Financing Agreement, other than as referred to in the preceding subparagraph (a) of this Section, for a period of 30 days after written notice of such default has been given to the applicable party by the Trustee or the Authority, during which time such default is neither cured by the applicable party nor waived in writing by the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the City or the District, as applicable, shall be granted additional time to cure the default so long as corrective action is instituted by the applicable party within the 30-day period and diligently pursued to completion.

(c) The filing by the City or the District of a voluntary petition in bankruptcy, or failure by the City or the District to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the applicable party to carry on its operation, or adjudication of the applicable party as a bankrupt, or assignment by the City or the District for the benefit of creditors, or the entry by the City or the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City or the District in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

(d) Any representation or warranty by the City or the District in the Financing Agreement or in any certificate or other instrument delivered under or pursuant to the Financing Agreement or the Indenture or in connection with the financing contemplated in the Financing

Agreement shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the City or the District, as applicable, within 30 days after notice thereof has been given to the applicable party.

- (e) The occurrence of an Event of Default as specified in the Indenture.

**Remedies on Default**

Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may take any one or more of the remedial steps set forth in the Indenture; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of the Indenture, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth in the Financing Agreement or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to the Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City or the District under the Financing Agreement or the Indenture.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until satisfactory indemnity has been furnished to the Trustee at no cost or expense to the Trustee, except as otherwise provided in the Indenture.

\* \* \* \* \*

**APPENDIX B**  
**MARKET ANALYSIS AND REVENUE STUDY**

**DRAFT**

# MARKETS AT OLIVE REDEVELOPMENT MARKET ANALYSIS AND REVENUE STUDY

University City, St. Louis County, MO  
March 9, 2023

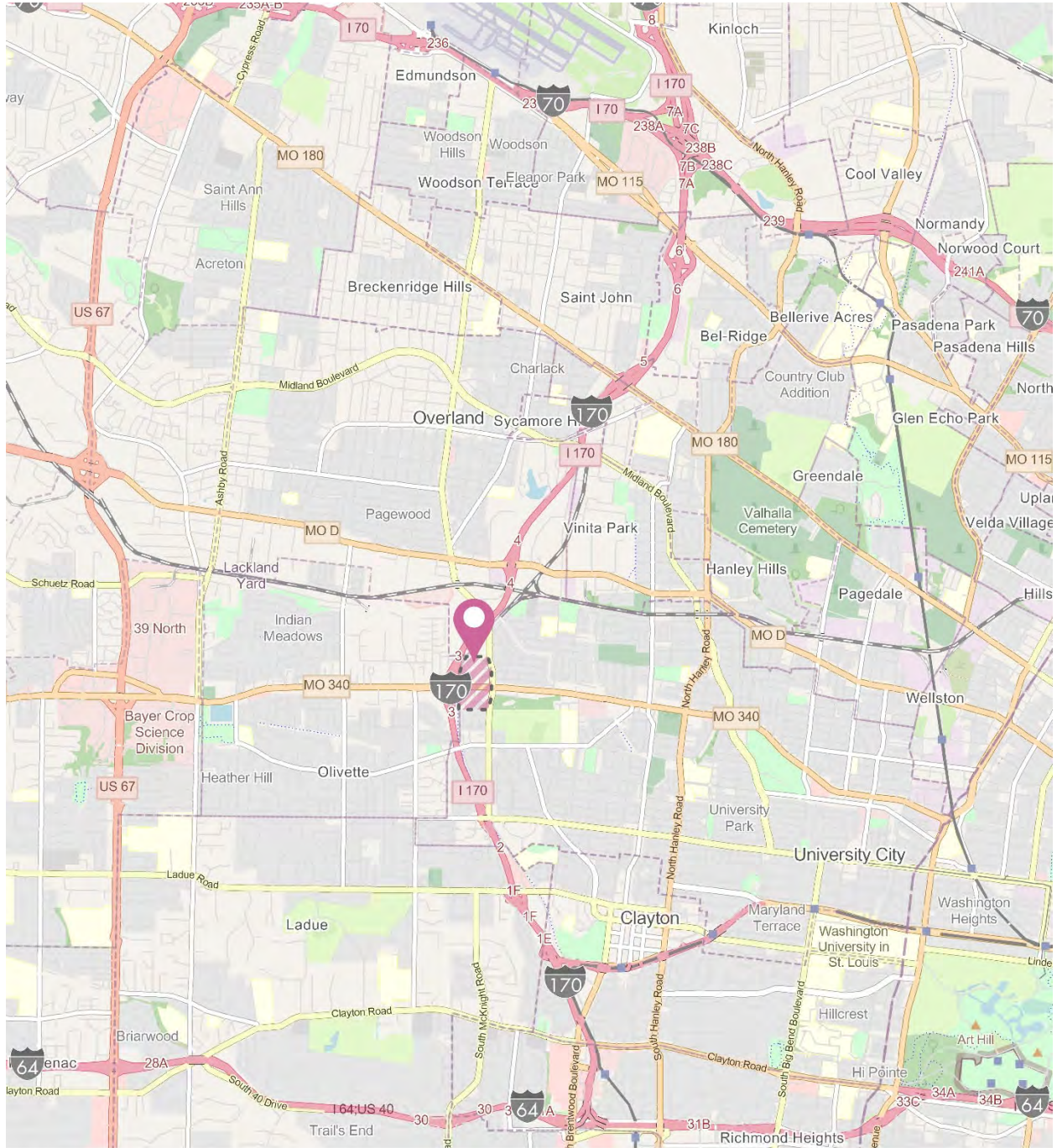
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## SECTION I – INTRODUCTION

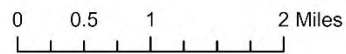
### ***Location of Project***

The Markets at Olive Development Project (“The Project” or “RPA 1”) is located on the western edge of the City of University City, Missouri (“The City”) along Olive Boulevard between the intersections of McKnight Road and Interstate 170. The Project is approximately eight miles west of downtown City of St. Louis, Missouri, a 9-minute drive time from Washington University in St. Louis, and an 8-minute drive time from Downtown Clayton. St. Louis Lambert International Airport is located 5 miles to the north. The project is located between I-64 and I-70, two of the most traveled roads in Missouri according to the Missouri Department of Transportation, with over 20,000 average annual daily vehicles that connect through I-170. See following page for location map.



### Project Location

Market at Olive  
University City, St. Louis County, Missouri



**PG&V PLANNERS** LLC



## **Development Summary**

The Project (and “RPA 1”) is an approximately 50-acre mixed-use commercial and residential development. Plans for the redevelopment of RPA 1 include an approximately 156,000 square foot Costco Wholesale Club store, two other retail anchor stores, several smaller retail stores, including restaurants, and an approximately 194-unit multifamily apartment complex. Presently, the only component of the RPA 1 redevelopment project that has been completed is the Costco store. The Costco store opened for business to the public on October 25, 2022. As of the date of this study, two new commercial retail buildings are under construction. The Developer has entered into three retail tenant leases and three ground leases and is under contract for the sale of an approximately 7-acre parcel to a potential anchor store within RPA 1. The City has rezoned and approved final development plans for all of RPA 1 slated for retail development.

A redevelopment plan (the “Redevelopment Plan”) was prepared at the request of the City, which provided for the demolition and clearance of existing structures located within an area designated as RPA 1 for the development of commercial and residential uses, the redevelopment of a largely residential area north of Olive Boulevard designated “RPA 2”, and the redevelopment of a commercial corridor east of RPA 1 designated “RPA 3”. RPA 1, RPA 2 and RPA 3 are collectively the (“Redevelopment Area”). The entire Redevelopment Area comprises approximately 800 acres and more than 5,300 parcels. This report reflects the final buildout of the Project (RPA 1) as currently planned.

The portion of RPA 1 that is anticipated to contain the retail commercial component of the redevelopment project is generally referred to as the “Markets at Olive” and encompasses approximately 46-acres (“The District”). The District is a community improvement district and a political subdivision of the State of Missouri, formed pursuant to the CID Act. The boundary of the District includes all property within RPA 1 intended to be developed for commercial retail uses but does not include that portion of RPA 1 intended to be developed for multi-family uses. The portion of RPA 1 not included in the District is in the southeast corner of RPA 1, encompassing the Mayflower Court subdivision and North McKnight Road.

The image on the following page shows the site plan of the final buildout of the Project (RPA 1) as currently planned.





The below chart is a building and tenant list for the current planned final buildout of the Project as well as a current status of the lease negotiations based on information provided by U. City, L.L.C. and U. City TIF Corporation (collectively the “Developer”). Some of the individual retailers are subject to change as well as the specific sizes of each retail location. That being said, the Developer has advised that, with Costco operational as of October 2022, the rest of the Costco-anchored retail will likely proceed similarly to what is outlined below.

Building	Project Component	Size	Unit	Anticipated Opening Date	Estimated Taxable Sales per Unit	Tenant Status
A	Costco	156,856	GSF		\$ 750	Opened Oct 2022
B	National Big Box Retailer	148,000	GSF	April 1, 2025	\$ 275	Final Negotiations
J	Dierbergs	73,000	GSF	May 1, 2024	\$ 400	Signed PSA
E	Coffee	2,200	GSF	February 1, 2024	\$ 800	Lease Negotiations
E	Retail/Restaurant - TBD	2,680	GSF	March 1, 2024	\$ 875	Lease Negotiations
E	Retail - TBD	2,600	GSF	May 1, 2024	\$ 300	Available
F	Restaurant - TBD	4,495	GSF	November 1, 2023	\$ 1,500	Lease Negotiations
G	Raising Canes	3,445	GSF	October 1, 2023	\$ 1,100	Signed Lease
I	Chase Bank	3,000	GSF	October 1, 2023	\$ -	Signed Lease
L	Dental	3,500	GSF	May 1, 2024	\$ -	Lease Negotiations
L	Retail/Restaurant - TBD	2,500	GSF	May 1, 2024	\$ 300	Available
M	Retail/Restaurant - TBD	2,800	GSF	July 1, 2024	\$ 525	Available
N	Chipotle	2,409	GSF	October 1, 2023	\$ 800	Signed Lease
N	Retail - TBD	1,344	GSF	October 1, 2023	\$ 50	Lease Negotiations
N	First Watch	4,200	GSF	October 1, 2023	\$ 550	Signed Lease
O	Restaurant - TBD	2,829	GSF	November 1, 2023	\$ 400	LOI
O	Restaurant - TBD	1,401	GSF	November 1, 2023	\$ 800	LOI
O	Panera	2,538	GSF	September 1, 2023	\$ 550	Signed Lease
O	Retail/Restaurant - TBD	1,401	GSF	March 1, 2024	\$ 300	Available
O	Retail/Restaurant - TBD	1,401	GSF	April 1, 2024	\$ 300	Available
O	Retail/Restaurant - TBD	2,420	GSF	May 1, 2024	\$ 300	Available
-	Multi-Family Apartments	194	Units	September 1, 2025	\$ -	

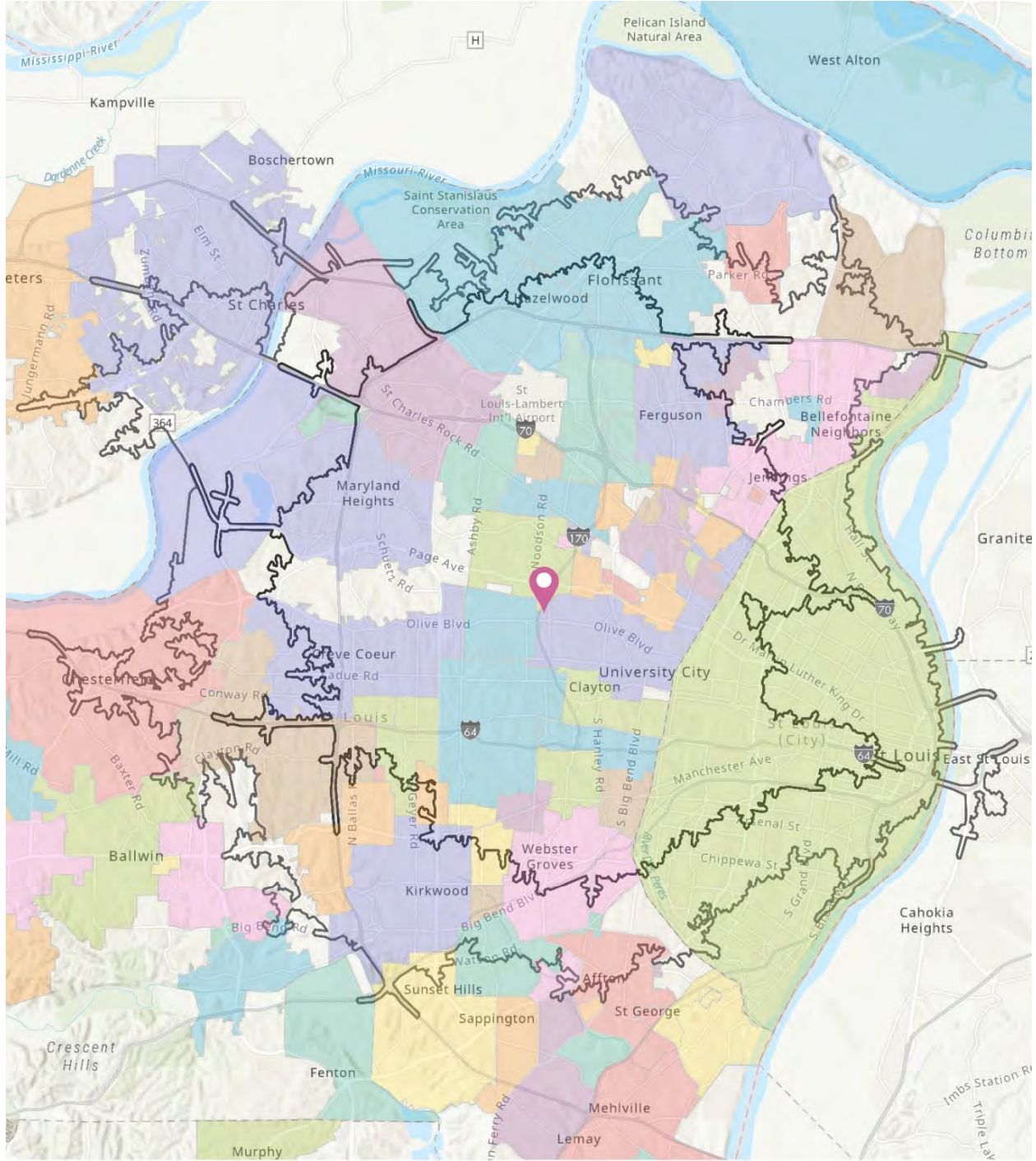
## SECTION II – MARKET ANALYSIS

### ***Trade Area Overview***

The map on the following page shows the Primary and Secondary Trade Areas for the Project. These trade areas are based on the locations of visitors traveling to other Costcos in the St. Louis area. The map on the page following the Primary and Secondary Trade Areas map shows other Costco locations in the St. Louis area. The Manchester Highlands Costco location saw approximately 4.78 million visitors over the past 12 months from approximately 820,700 individuals making approximately 5.6 visits each.

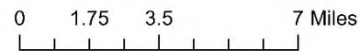
The Primary Trade Area (“PTA”) for the Project is defined as the area within a fifteen-minute drive of the Project. This area encompasses University City, Clayton, Brentwood, part of St. Louis City, portions of Maryland Heights and Creve Coeur. The Secondary Trade Area (“STA”) is defined as the area within a twenty-minute drive of the Project. The STA encompasses a large part of the St. Louis MO-IL MSA and extends into portions of St. Charles County.

The Project is a Costco-anchored retail center similar to the competing Manchester Highlands and Concord Rusty Road Costco locations. The Sam’s Clubs in the area do not compete for the same customers, do not perform the same as Costco, and provide an overall different shopping experience than Costco. The retail co-locating with Costco at the Project site is expected to include a National Big Box Retailer and Dierbergs. The National Big Box Retailer is currently designed to utilize approximately two-thirds of its square footage as retail space including an optical store and small coffee shop. The remainder of the square footage will be used as warehousing and online order fulfillment. This is a similar model to the nearby stores of the same brand. The success of the other retailers is enhanced by the Costco anchor.



**PRIMARY + SECONDARY TRADE AREA**

Market at Olive  
University City, St. Louis County, Missouri



**PG&V PLANNERS** LLC





### Costco Locations

Market at Olive  
University City, St. Louis County, Missouri



## Population and Households

According to the Census Bureau statistics outlined in the chart below, the St. Louis MO-IL metropolitan statistical area has experienced a population change that has only slightly increased by an average annual rate of 0.1% between 2010 and 2022 and is estimated to decline by an average annual rate of 0.1% between 2022 and 2027. The St. Louis MO-IL metropolitan statistical area is a bi-state MSA and includes portions of Missouri and Illinois. With a population of 2.8 million, it is the 21<sup>st</sup> largest MSA in the nation.

University City is an historic, inner-ring suburb of the City of St. Louis with a population of more than 35,000. The City is named for the nearby Washington University in St. Louis which had an approximate enrollment of 17,086 students in Fall 2022. The population of the PTA between 2010 and 2022 decreased by an average annual rate of 0.1% and is expected to continue decreasing by an average annual rate of 0.2% between 2022 and 2027. According to this estimate, the number of residents in the PTA may decline which may create less demand for additional housing units.

Overall, in all the geographies in the chart below except the scale of the State, the population change since 2010 has either remained constant or has declined.

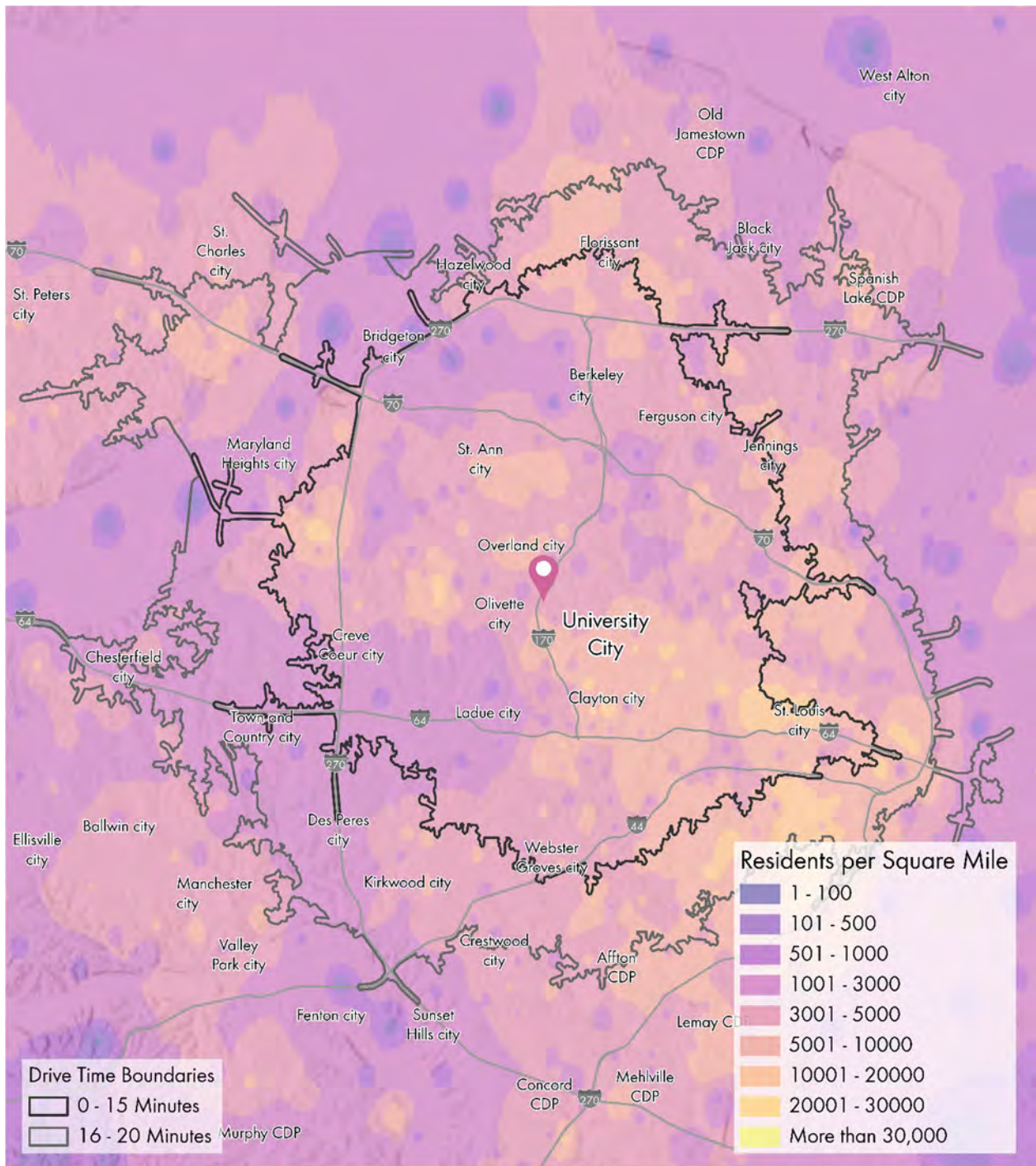
Population Trends						
	Primary Market Area 15-Minute Drive Shed	Secondary Market Area 20-Minute Drive Shed	University City	St. Louis County	St. Louis MO-IL Metropolitan Statistical Area	State of Missouri
<i>Population Totals</i>						
2010 Population	533,221	991,628	35,360	998,917	2,787,701	5,988,927
2020 Population	523,574	969,783	35,065	1,004,125	2,820,253	6,154,913
2022 Population	521,114	966,524	35,088	1,002,314	2,821,402	6,186,582
2027 Population (Est.)	515,362	954,825	34,714	994,756	2,812,696	6,219,856
<i>Population Density</i>						
Area (Square Miles)	142	138	6	523	8,458	69,715
Residents per Square Mile (2010)	3,755	7,186	5,893	1,910	330	86
Residents per Square Mile (2020)	3,687	7,027	5,844	1,920	333	88
Residents per Square Mile (2022)	3,670	7,004	5,848	1,916	334	89
<i>Population Change</i>						
Annual Pop Growth Rate 2010 - 2022	-0.1%	-0.1%	0.0%	0.0%	0.1%	0.2%
Annual Pop Growth Rate (Est.) 2022 - 2027	-0.2%	-0.2%	-0.2%	-0.2%	-0.1%	0.1%
<i>Household Size</i>						
2022 Household Size	2.17	2.21	2.11	2.39	2.39	2.41
<i>Housing Units Needed</i>						
Est. Additional Residents by 2025	(5,752)	(11,699)	(374)	(7,558)	(8,706)	33,274
Housing Units Needed	(2,651)	(5,294)	(177)	(3,162)	(3,643)	13,807

Source: U.S. Census, ESRI (2022)

Population by Age						
	Primary Market Area 15-Minute Drive Shed	Secondary Market Area 20-Minute Drive Shed	University City	St. Louis County	St. Louis MO-IL Metropolitan Statistical Area	State of Missouri
<i>Population by Age</i>						
2022 Median Age	38	39	40	41.9	40	40
Children (0 - 14 Years)	17%	17%	15%	17%	18%	18%
Youth (15 - 24 Years)	14%	13%	14%	12%	12%	13%
Adults (25 - 64 Years)	51%	52%	49%	51%	52%	51%
Seniors (65 and over)	18%	18%	22%	20%	18%	18%

Source: ESRI (2022)

The maps on the following pages show the existing population density and the forecasted population growth for the trade areas in the next five years within the PTA and STA. The 2022 Population Density image indicates that the population is most dense in St. Louis City area with density extending southwest and west toward University City. The 2022 – 2027 Population Growth image indicates that the Project is located within an area projected to have a stable population over the next five years. The data does not indicate significant projected growth or decline in population in this area.



## 2022 POPULATION DENSITY

Market at Olive  
University City, St. Louis County, Missouri







# 2022 - 2027 Population Growth

## Market at Olive

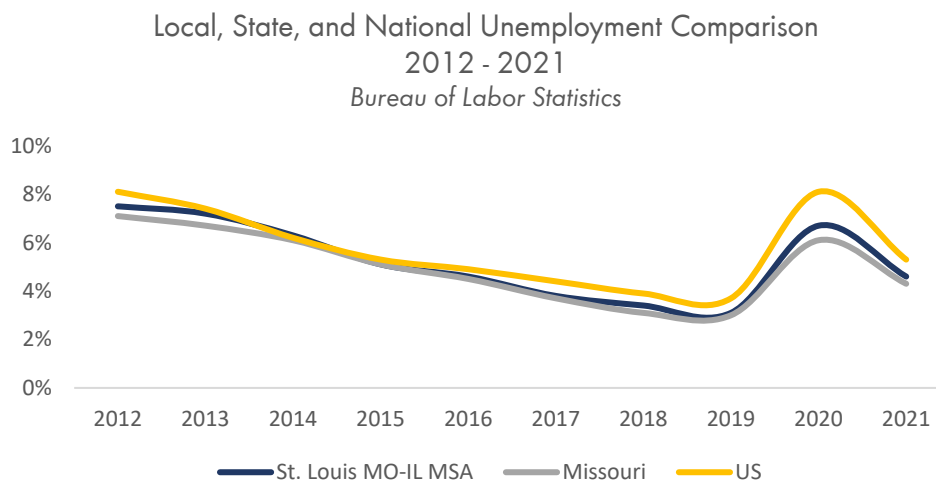
### University City, St. Louis County, Missouri

0 1.75 3.5 7 Miles

**PGAV** PLANNERS LLC

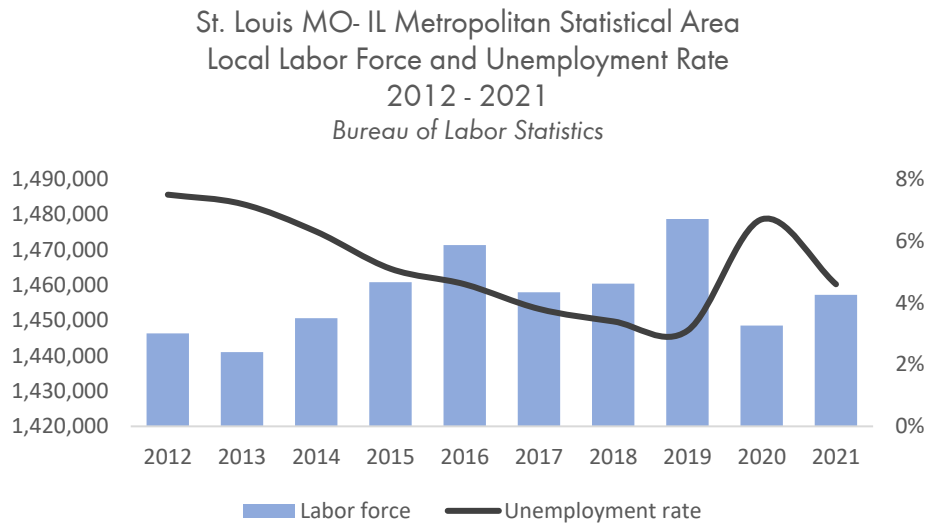
### Employment

The Project’s trade area includes the St. Louis MO-IL MSA which, as indicated in the below chart, has recorded lower rates of unemployment since 2015 than the nation. The State of Missouri’s unemployment rate tracks closely with the MSA’s unemployment rate, and the MSA drives a majority of employment activity for the State. The State’s unemployment rate at the end of 2021 (the most recent available year) was 4.6 percent compared to 5.3 percent for the United States.

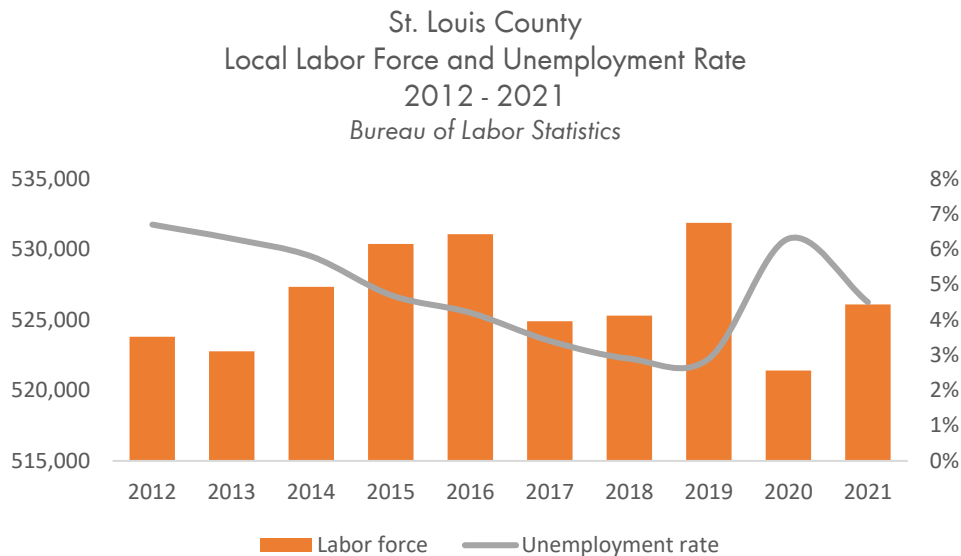


As indicated in the chart on the following page, the labor force in the MSA has been fluctuating since 2012. However overall, nearly 11,000 workers have been added to the labor force over the past ten years. The largest industry sectors in the St. Louis metropolitan area are retail and healthcare as well as social, professional, scientific, and technical services. In 2017 these employment trends appear to be on a similar cycle as years before and have acted as a driver for investment. St. Louis added healthcare and tech jobs at an accelerating pace towards the end of 2018. However, the COVID-19 pandemic wrought serious job losses between 2019 and 2020. The job market began to rebound slightly in 2021 but did not rebound fully to pre-pandemic levels.

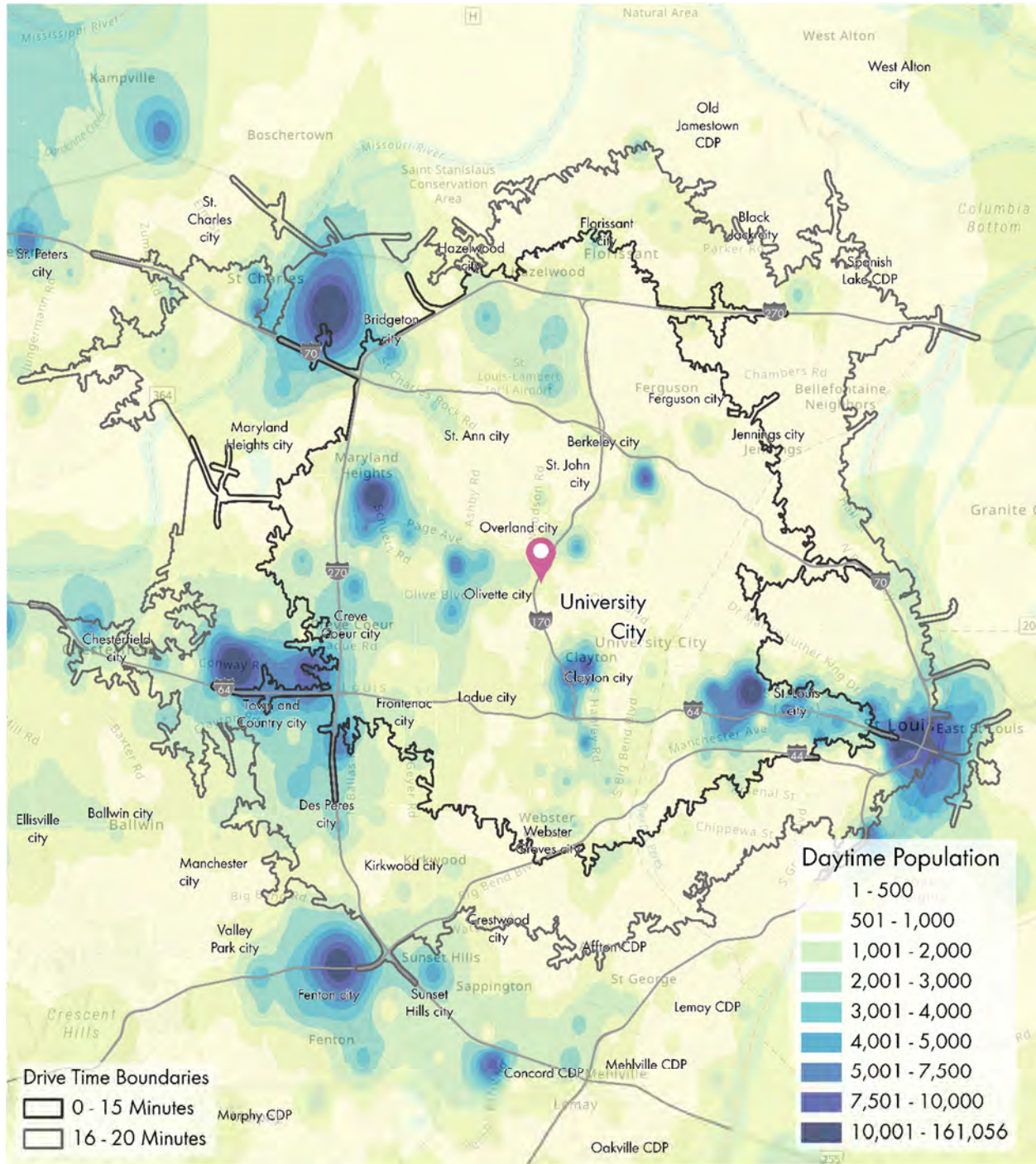
The MSA’s unemployment rate increased from 3.5% in January 2020 to 11.5% in April and May. Roughly 189,714 nonfarm jobs were lost in the St. Louis metro area during the month of April 2020, according to the Bureau of Labor Statistics. With the pandemic fading away in 2021, the unemployment rate declined from 6.7% in 2020 to almost 4.6% starting in 2022.



The chart below shows that the St. Louis County labor force and unemployment rate closely tracks the same pattern of figures as the MSA. The St. Louis County labor force remained consistently between 520,000 and 535,000 since 2012. Prior to the pandemic, the County experienced a consistent decline in unemployment from 2012 to 2019. In 2020, due to the COVID-19 pandemic, the County saw a sharp increase in unemployment and a decrease in the labor force, similar to the MSA. Overall, except for the rise in unemployment as a result of the COVID-19 pandemic, the local employment trends within the St. Louis County are positive and a major driver for investment in the region.



The map on the following page shows daytime population and major employment concentrations within the region.



# 2022 DAYTIME POPULATION

## Market at Olive

### University City, St. Louis County, Missouri



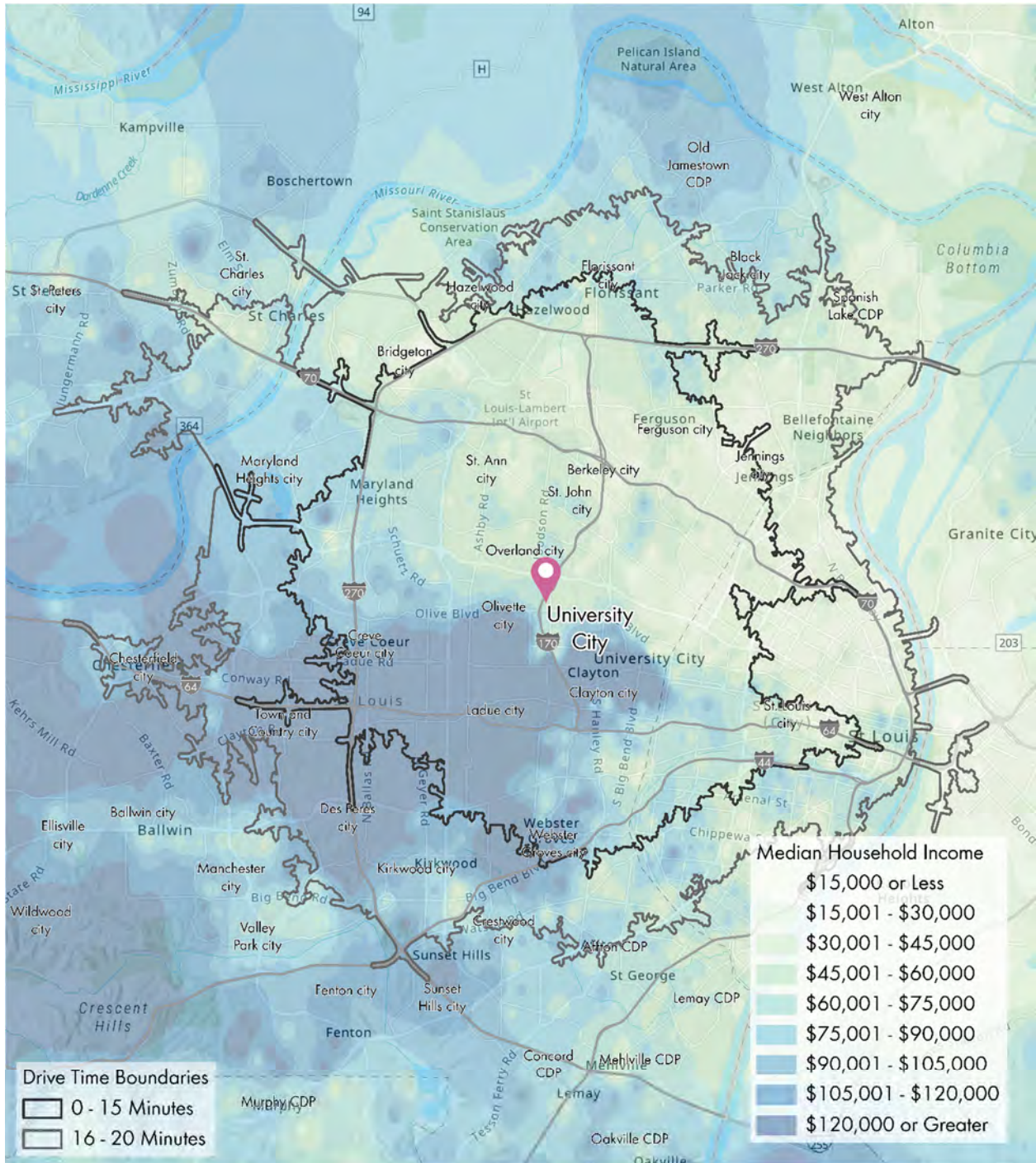
**Income**

As shown in the chart below, the median household income in 2022 for St. Louis County is \$77,642, which is significantly higher than that of the PTA, University City, St. Louis MO-IL MSA, and the State of Missouri overall. Median household incomes are expected to increase roughly on par with annual inflation over the next five years. The map on the following page shows median household income within the PTA.

**Household Income**

	Primary Market Area 15-Minute Drive Shed	Secondary Market Area 20-Minute Drive Shed	University City	St. Louis County	St. Louis MO-IL Metropolitan Statistical Area	State of Missouri
<i>Income by Range</i>						
Less than \$25,000	20%	20%	19%	14%	15%	19%
\$25,000 to \$49,999	20%	20%	18%	18%	19%	21%
\$50,000 to \$74,999	18%	18%	15%	17%	17%	18%
\$75,000 to \$99,999	12%	13%	11%	13%	14%	14%
\$100,000 to \$149,999	14%	14%	14%	18%	18%	16%
\$150,000 or more	16%	16%	24%	21%	17%	12%
<i>Median Household Income</i>						
2022 Per Capita Income	\$44,207	\$43,341	\$55,885	\$47,956	\$42,188	\$35,741
2022 Median Household Income	\$60,996	\$62,523	\$71,774	\$77,642	\$73,866	\$61,811
<i>Household Income Trends</i>						
2027 Median Household Income (Est.)	\$73,905	\$75,962	\$90,069	\$92,448	\$85,532	\$73,496
2022 - 2027 Estimated Annual Increase	3.9%	4.0%	4.6%	3.6%	3.0%	3.5%

Source: U.S. Census, ESRI (2022)



**2022 MEDIAN HOUSEHOLD INCOME**  
 Market at Olive  
 University City, St. Louis County, Missouri



## SECTION III – REVENUE PROJECTIONS

### **Revenue Sources Overview**

There are three sources of revenue available to support the repayment of the bonds. These sources of revenue are described in the Redevelopment Agreement entered into by the City and the Developer. These sources of revenue are:

1. Payments In Lieu Of Taxes (PILOTS), as defined by the Missouri Real Property Tax Increment Allocation Redevelopment Act (R.S. Mo. 99.800 to 99.865) (“TIF Act”). These statutory revenues are one hundred percent (100%) of the incremental real property taxes generated within RPA 1, with certain exceptions as described in the TIF Act. The change in assessed valuation is determined by subtracting a certified base equalized assessed valuation for RPA 1 from the equalized assessed valuation for RPA 1 for current and future tax years. The incremental revenue is determined by multiplying the change in assessed valuation by the applicable tax levy, divided by one hundred. These revenues are deposited into the PILOTS Subaccount of the Special Allocation Fund maintained by the City.
2. Economic Activity Taxes (EATS), as defined by the TIF Act, are fifty percent (50%) of the incremental local sales and utility tax revenues, with certain exceptions as described in the TIF Act. The incremental revenue is determined by calculating sales tax revenue for RPA 1 and subtracting a certified base amount of revenue generated within RPA 1 in the calendar year ending December 31, 2018. The incremental EATS revenues, subject to annual appropriation by the City, are deposited into the EATS Subaccount of the Special Allocation Fund maintained by the City. PGAV has estimated the sales tax component of EATS only. Utility tax revenues are not available for repayment of the bonds.
3. Community Improvement District Sales Tax Revenues: A 1% sales and use tax (the “CID Sales Tax”) imposed on taxable retail sales within the District.

### **Term of TIF, Redevelopment Plan, and Timing of Revenue Flows**

The capture of PILOTS and EATS (collectively the “TIF Revenues”) is authorized by the TIF Act for a period of twenty-three calendar years from the date of the ordinance approving the project and adopting tax increment financing within RPA 1. TIF Revenues available for the repayment of the Bonds are generated during the period of June 10, 2019 to June 9, 2042. For purposes of this analysis, it is assumed that PILOTS and EATS revenues generated and deposited into the Special Allocation Fund on or before May 31, 2042 will be available for the retirement of the Bonds.

Sales tax collections are distributed to the taxing authorities until the certified base sales tax amount is exceeded. Once this threshold has been met, the EATs collected are deposited in the Special Allocation Fund, subject to annual appropriation by the City. A time lag occurs between the time that sales tax revenues are generated and the time they are collected, distributed, and deposited to the Special Allocation Fund. It is anticipated that this time lag is approximately 3-4 months for sales tax revenues.

The amount of sales tax revenues available at any given time also depends on when retailers pay sales taxes (i.e. whether on a monthly or quarterly basis.)

Real estate taxes are due by December 31 each year, so revenues from PILOTS are collected by the County between November of the tax year through January of the following year and are then distributed to the City for deposit to the Special Allocation Fund. The aggregate equalized assessed value of RPA 1, as measured on a parcel-by-parcel basis, must exceed the certified base equalized assessed valuation in order to generate incremental real property tax revenue.

### **Real Property Tax Revenues (PILOTS)**

To calculate incremental real property tax revenues, the base value of the existing property is subtracted from the value generated by new development. More specifically, the TIF Act stipulates that the initial equalized assessed valuation (base EAV) be determined and:

*(1) That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the redevelopment project shall be allocated to and, when collected, shall be paid by the county collector to the respective affected taxing district in the manner required by law in the absence of the adoption of tax increment financing. (R.S. Mo. 99.845(1))*

Once the base EAV is determined by the County Assessor, any property taxes generated from an increase in the EAV (payment in lieu of taxes or “PILOTS”) is used to pay redevelopment costs, determined by:

*(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the redevelopment project over and above the initial equalized assessed value of each such unit of property in the area selected for the redevelopment project shall be allocated to and, when collected, shall be paid into a special fund called the “Special Allocation Fund” of the municipality for the purpose of paying redevelopment costs and obligations incurred in the payment thereof...(R.S. Mo. 99.845(2)(a))*

### **Base Equalized Assessed Valuation**

The initial (2018) assessed valuation for RPA 1 has been certified by the St. Louis County Assessor to be \$6,384,300. Attached hereto in the appendix is the letter from the St. Louis County Assessor stating the aforesaid base taxable assessed value for RPA 1.

### **Real Property Tax Rate**

The real property tax levies of the various taxing districts that comprise the real property tax rate are detailed in Table 1 on the following page. The State of Missouri Blind Pension Fund tax and the



Merchant's and Manufacturer's Replacement Tax, also known as the Commercial Surcharge, are not subject to capture by TIF per the TIF Act.

**Table 1**  
**2022 Real Property Tax Rates per \$100 <sup>1</sup>**

	<b>Residential Property Tax Rate</b>	<b>Commercial Property Tax Rate</b>
County General	0.165	0.186
County Health Fund	0.111	0.125
County Park Maintenance	0.04	0.044
County Bond Retire	0.019	0.019
Roads and Bridges	0.083	0.093
St. Louis Community College <sup>2</sup>	0.1987	0.1987
Special School District	1.0495	1.0495
Metropolitan Zoo Museum District	0.2528	0.2528
University City Library	0.352	0.345
University City School District <sup>3</sup>	4.2971	4.9200
Metropolitan Sewer District	0.1053	0.1053
Sewers - U.City Storm	0.069	0.089
City of University City	0.581	0.62
<b>Total Tax Rate for TIF</b>	<b>7.3234</b>	<b>8.0473</b>

Source: St. Louis County and Missouri State Auditor

<sup>1</sup> Although actual tax rates may vary from year to year, these rates are used throughout this analysis to project incremental property tax revenues.

<sup>2</sup> Real property tax levy increases approved by voters subsequent to the approval of tax increment financing are not subject to capture by TIF. Voters approved an increase to the St. Louis Community College levy in 2021, after TIF was approved in University City. This analysis applies the earlier, pre-2020 St. Louis Community College levy.

<sup>3</sup> The real property tax rates shown for the University City School District reflect the District's voter-approved rate ceiling associated with the District's operating fund levy as well as the District's effective debt service levy rate.

The property tax rates, exclusive of the commercial surcharge, may be adjusted every year. Some adjustments are required to ensure compliance with the Missouri Constitution, which limits the amount of increase in tax levies (not including taxes from new construction) that may occur without voter approval. While any future adjustments that may occur are unknown (including an increase due to voter approval or decrease due to constitutional requirements or otherwise), the 2022 real property tax rates are used to project future property tax revenues. Real property tax rates are certified in the fall of any given tax year.

**Real Property Tax (PILOTS) Revenue Projections**

For the purposes of this analysis, market values are projected to grow at a rate of three percent (3%) each reassessment year. Reassessment occurs every odd-numbered calendar year. New construction, however, is assessed in the year following completion. Assessed values are based on the valuation of comparable properties as determined by the St. Louis County Assessor. Table 2, on the following page, shows estimated values. Tables 3a and 3b, on the pages following Table 2, show estimated PILOTS.

Table 2  
Estimated Valuations

Building	Project Component	Improvement Size	Unit	Estimated Market Value per Unit	Assessor Classification	Assessment Rate	Estimated Market Value at Completion	2023		2024		2025	
								Estimated Market Value as of January 1, 2023	Assessed Value	Estimated Market Value as of January 1, 2024	Assessed Value	Estimated Market Value as of January 1, 2025	Assessed Value
								A	Costco	156,856	GSF	\$ 80	Commercial
B	National Big Box Retailer	148,000	GSF	\$ 80	Commercial	32%	\$ 11,840,000			\$ -	\$ -	\$ 11,840,000	\$ 3,788,800
J	Dierbergs	73,000	GSF	\$ 80	Commercial	32%	\$ 5,840,000			\$ 2,920,000	\$ 934,400	\$ 5,840,000	\$ 1,868,800
E	Coffee	2,200	GSF	\$ 200	Commercial	32%	\$ 440,000			\$ 440,000	\$ 140,800	\$ 440,000	\$ 140,800
E	Retail/Restaurant - TBD	2,680	GSF	\$ 200	Commercial	32%	\$ 536,000			\$ 536,000	\$ 171,520	\$ 536,000	\$ 171,520
E	Retail - TBD	2,600	GSF	\$ 200	Commercial	32%	\$ 520,000			\$ 520,000	\$ 166,400	\$ 520,000	\$ 166,400
F	Restaurant - TBD	4,495	GSF	\$ 225	Commercial	32%	\$ 1,011,375			\$ 1,011,375	\$ 323,640	\$ 1,011,375	\$ 323,640
G	Raising Canes	3,445	GSF	\$ 225	Commercial	32%	\$ 775,125			\$ 775,125	\$ 248,040	\$ 775,125	\$ 248,040
I	Chase Bank	3,000	GSF	\$ 225	Commercial	32%	\$ 675,000			\$ 675,000	\$ 216,000	\$ 675,000	\$ 216,000
L	Dental	3,500	GSF	\$ 200	Commercial	32%	\$ 700,000			\$ -	\$ -	\$ 700,000	\$ 224,000
L	Retail/Restaurant - TBD	2,500	GSF	\$ 200	Commercial	32%	\$ 500,000			\$ -	\$ -	\$ 500,000	\$ 160,000
M	Retail/Restaurant - TBD	2,800	GSF	\$ 225	Commercial	32%	\$ 630,000			\$ -	\$ -	\$ 630,000	\$ 201,600
N	Chipotle	2,409	GSF	\$ 200	Commercial	32%	\$ 481,800			\$ 481,800	\$ 154,176	\$ 481,800	\$ 154,176
N	Retail - TBD	1,344	GSF	\$ 200	Commercial	32%	\$ 268,800			\$ 268,800	\$ 86,016	\$ 268,800	\$ 86,016
N	First Watch	4,200	GSF	\$ 200	Commercial	32%	\$ 840,000			\$ 840,000	\$ 268,800	\$ 840,000	\$ 268,800
O	Restaurant - TBD	2,829	GSF	\$ 200	Commercial	32%	\$ 565,800			\$ 565,800	\$ 181,056	\$ 565,800	\$ 181,056
O	Restaurant - TBD	1,401	GSF	\$ 200	Commercial	32%	\$ 280,200			\$ 280,200	\$ 89,664	\$ 280,200	\$ 89,664
O	Panera	2,538	GSF	\$ 200	Commercial	32%	\$ 507,600			\$ 507,600	\$ 162,432	\$ 507,600	\$ 162,432
O	Retail/Restaurant - TBD	1,401	GSF	\$ 200	Commercial	32%	\$ 280,200			\$ 140,100	\$ 44,832	\$ 280,200	\$ 89,664
O	Retail/Restaurant - TBD	1,401	GSF	\$ 200	Commercial	32%	\$ 280,200			\$ 140,100	\$ 44,832	\$ 280,200	\$ 89,664
O	Retail/Restaurant - TBD	2,420	GSF	\$ 200	Commercial	32%	\$ 484,000			\$ 242,000	\$ 77,440	\$ 484,000	\$ 154,880
-	Multi-Family Apartments	194	Units	\$ 280,000	Commercial	19%	\$ 54,320,000			\$ -	\$ -	\$ 13,580,000	\$ 2,580,200
<b>Totals</b>							<b>\$94,324,580</b>	<b>\$ 12,548,480</b>	<b>\$ 4,015,514</b>	<b>\$ 22,892,380</b>	<b>\$ 7,325,562</b>	<b>\$ 53,584,580</b>	<b>\$ 15,381,666</b>

NOTES: Costco market value and assessed value assumptions hold steady in 2025 due to the likelihood that the assessor's office may not increase the assessed value in 2025.

**Table 3a**  
**Estimated Payments in Lieu of Taxes (PILOTs)**

Revenue Sources	Prog. Yr.	Projected Revenues by Year in Dollars									
		2022 3	2023 4	2024 5	2025 6	2026 7	2027 8	2028 9	2029 10	2030 11	2031 12
<b>Estimated Real Property Values and Tax Revenues</b>											
Total Taxable Value of Existing Property		\$ 21,357,188	\$ 3,679,400								
Total Assessed Value of Existing Property		\$ 6,834,300	\$ 699,080								
Total Residential Market Value from Development					\$ 13,580,000	\$ 54,320,000	\$ 55,949,600	\$ 55,949,600	\$ 57,628,088	\$ 57,628,088	\$ 59,356,931
Total Residential Assessed Value from Development					\$ 2,580,200	\$ 10,320,800	\$ 10,630,424	\$ 10,630,424	\$ 10,949,337	\$ 10,949,337	\$ 11,277,817
Total Commercial Value from Development			\$ 12,548,480	\$ 22,892,380	\$ 40,004,580	\$ 40,004,580	\$ 41,204,717	\$ 41,204,717	\$ 42,440,859	\$ 42,440,859	\$ 43,714,085
Total Commercial Assessed Value from Development			\$ 4,015,514	\$ 7,325,562	\$ 12,801,466	\$ 12,801,466	\$ 13,185,510	\$ 13,185,510	\$ 13,581,075	\$ 13,581,075	\$ 13,988,507
Total Market Value		\$ 21,357,188	\$ 16,227,880	\$ 22,892,380	\$ 53,584,580	\$ 94,324,580	\$ 97,154,317	\$ 97,154,317	\$ 100,068,947	\$ 100,068,947	\$ 103,071,015
Total Assessed Value		\$ 6,834,300	\$ 4,714,594	\$ 7,325,562	\$ 15,381,666	\$ 23,122,266	\$ 23,815,934	\$ 23,815,934	\$ 24,530,412	\$ 24,530,412	\$ 25,266,324
Estimated Base EAV		\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300
Estimated Incremental Assessed Value				\$ 491,262	\$ 8,547,366	\$ 16,287,966	\$ 16,981,634	\$ 16,981,634	\$ 17,696,112	\$ 17,696,112	\$ 18,432,024
Taxes Paid on Residential Value			\$ 51,196	\$ -	\$ 188,958	\$ 755,833	\$ 778,508	\$ 778,508	\$ 801,864	\$ 801,864	\$ 825,920
Taxes Paid on Commercial Value			\$ 323,140	\$ 589,510	\$ 1,030,172	\$ 1,030,172	\$ 1,061,078	\$ 1,061,078	\$ 1,092,910	\$ 1,092,910	\$ 1,125,697
<b>Taxes Paid on Total Assessed Value (TIF Rate)<sup>1</sup></b>			\$ 374,337	\$ 589,510	\$ 1,219,131	\$ 1,786,006	\$ 1,839,586	\$ 1,839,586	\$ 1,894,774	\$ 1,894,774	\$ 1,951,617
<b>Taxes Paid on Estimated Base EAV (TIF Rate)</b>				\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)
<b>Estimated Payments in Lieu of Taxes</b>				\$ 39,533	\$ 669,154	\$ 1,236,029	\$ 1,289,609	\$ 1,289,609	\$ 1,344,797	\$ 1,344,797	\$ 1,401,640

**Table 3b**  
**Estimated Payments in Lieu of Taxes (PILOTs)**

Revenue Sources	Prog. Yr.	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
		13	14	15	16	17	18	19	20	21	22	23
<b>Estimated Real Property Values and Tax Revenues</b>												
Total Taxable Value of Existing Property												
Total Assessed Value of Existing Property												
Total Residential Market Value from Development		\$ 59,356,931	\$ 61,137,639	\$ 61,137,639	\$ 62,971,768	\$ 62,971,768	\$ 64,860,921	\$ 64,860,921	\$ 66,806,748	\$ 66,806,748	\$ 68,810,951	\$ 68,810,951
Total Residential Assessed Value from Development		\$ 11,277,817	\$ 11,616,151	\$ 11,616,151	\$ 11,964,636	\$ 11,964,636	\$ 12,323,575	\$ 12,323,575	\$ 12,693,282	\$ 12,693,282	\$ 13,074,081	\$ 13,074,081
Total Commercial Value from Development		\$ 43,714,085	\$ 45,025,507	\$ 45,025,507	\$ 46,376,272	\$ 46,376,272	\$ 47,767,561	\$ 47,767,561	\$ 49,200,587	\$ 49,200,587	\$ 50,676,605	\$ 50,676,605
Total Commercial Assessed Value from Development		\$ 13,988,507	\$ 14,408,162	\$ 14,408,162	\$ 14,840,407	\$ 14,840,407	\$ 15,285,619	\$ 15,285,619	\$ 15,744,188	\$ 15,744,188	\$ 16,216,514	\$ 16,216,514
Total Market Value		\$ 103,071,015	\$ 106,163,146	\$ 106,163,146	\$ 109,348,040	\$ 109,348,040	\$ 112,628,481	\$ 112,628,481	\$ 116,007,336	\$ 116,007,336	\$ 119,487,556	\$ 119,487,556
Total Assessed Value		\$ 25,266,324	\$ 26,024,314	\$ 26,024,314	\$ 26,805,043	\$ 26,805,043	\$ 27,609,194	\$ 27,609,194	\$ 28,437,470	\$ 28,437,470	\$ 29,290,594	\$ 29,290,594
Estimated Base EAV		\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300	\$ 6,834,300
Estimated Incremental Assessed Value		\$ 18,432,024	\$ 19,190,014	\$ 19,190,014	\$ 19,970,743	\$ 19,970,743	\$ 20,774,894	\$ 20,774,894	\$ 21,603,170	\$ 21,603,170	\$ 22,456,294	\$ 22,456,294
Taxes Paid on Residential Value		\$ 825,920	\$ 850,697	\$ 850,697	\$ 876,218	\$ 876,218	\$ 902,505	\$ 902,505	\$ 929,580	\$ 929,580	\$ 957,467	\$ 957,467
Taxes Paid on Commercial Value		\$ 1,125,697	\$ 1,159,468	\$ 1,159,468	\$ 1,194,252	\$ 1,194,252	\$ 1,230,080	\$ 1,230,080	\$ 1,266,982	\$ 1,266,982	\$ 1,304,992	\$ 1,304,992
<b>Taxes Paid on Total Assessed Value (TIF Rate)<sup>1</sup></b>		\$ 1,951,617	\$ 2,010,165	\$ 2,010,165	\$ 2,070,470	\$ 2,070,470	\$ 2,132,584	\$ 2,132,584	\$ 2,196,562	\$ 2,196,562	\$ 2,262,459	\$ 2,262,459
<b>Taxes Paid on Estimated Base EAV (TIF Rate)</b>		\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)	\$ (549,977)
<b>Estimated Payments in Lieu of Taxes</b>		\$ 1,401,640	\$ 1,460,189	\$ 1,460,189	\$ 1,520,494	\$ 1,520,494	\$ 1,582,608	\$ 1,582,608	\$ 1,646,585	\$ 1,646,585	\$ 1,712,482	\$ 1,712,482

## **Economic Activity Taxes**

The TIF Act defines Economic Activity Taxes as follows:

2. ...fifty percent of the total additional revenue from taxes imposed by the municipality, or other taxing district, which are generated by economic activities within the area of the redevelopment project over the amount of such taxes generated by economic activities within the area of the redevelopment project in the calendar year prior to the adoption of the redevelopment project by ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotel and motels, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes, shall be allocated to, and paid by the collecting officer to the treasurer or other designated financial officer of the municipality, who shall deposit such funds in a separate segregated account within the special allocation fund. (R.S. Mo. 99.845).

Simply put, fifty percent (50%) of the economic activity taxes (in this case, most retail sales taxes) that exceed the certified Economic Activity Tax Base are available for deposit into the Special Allocation Fund.

## **Base Sales Taxes**

A copy of the EATs certification is provided in the appendix. The certified base sales tax amount for 2018 for the County Sales Tax (1%) is \$142,324.49, which is 1% of the base taxable sales amount. Therefore, the base taxable sales amount, based on the certified base sales tax amount included in the appendix, is approximately \$14.2 million.

## **Sales Tax Rates**

There are several local sales taxes contributing to the TIF. Fifty percent (50%) of the total local sales tax rate of 4.475% (which includes the CID Sales Tax), subject to annual appropriation by the City Council of the City, may be applied to the retirement of the Bonds. This portion is often referred to as the “top half” of the incremental sales tax revenue stream. The St. Louis City & County Trails, Parks & Arch 0.1% sales tax does not apply to grocery sales. Estimated incremental sales tax proceeds associated with this sales tax are net of grocery sales, which are estimated to be approximately 40% of total sales. For a more detailed look at the incremental sales tax revenues per taxing district, please refer to the appendix.

## **Sales Tax Collection**

The State of Missouri’s Department of Revenue (“MoDOR”) collects and distributes all sales taxes. At the close of each month (or quarterly for smaller retailers) the retailer reports to MoDOR their total taxable sales and pays their sales tax obligation according to the total sales tax rate in the area. Later that month or the following month, MoDOR remits to each affected taxing district the sales taxes owed. This process creates a lag of sixty to ninety days, depending on when sales taxes are paid by each retailer, from the sale event to the deposit of sales taxes with each affected taxing district (e.g. St. Louis County, the District, the City) and then to the Special Allocation Fund. This analysis anticipates a time

lag of approximately 3-4 months for sales tax revenues to be deposited to the Special Allocation Fund. The amount of sales tax revenues available at a given time also depends on when retailers pay sales taxes (i.e. whether on a monthly or a quarterly basis).

### **Utility Taxes**

Utility taxes qualify as an economic activity tax eligible for capture by TIF. Utility taxes typically represent a small amount of incremental revenue. The administration, determination, and collection of utility tax revenues from the various utility providers is difficult. Incremental utility tax revenues are not included in the projected revenues that will be available for debt retirement.

### **Revenue Projections from Economic Activity Taxes (EATS)**

Projections of future sales activity are based on information provided by the Developer as well as other information available to PGAV. Retail sales at each establishment, with the exception of the Costco, are assumed to grow at a rate one percent (1%) annually. Estimated Costco sales are projected to increase 8% in 2024, then 7% through 2027, 6% through 2030 and then at an average annual rate of 3% from 2031 to 2041. These growth assumptions are based on historical new and same-store sales trends at Costco stores nationwide according to Costco's most recent annual reports.

### **Estimated Costco Sales**

The geographic extent of the PTA for the Costco club includes a population that is typical for a top 25% Costco club. However, this population is much less dense than the population of a trade area for a top 25% Costco club. For this reason, this analysis takes a somewhat conservative approach to forecasting sales volumes. As the table on the following page indicates, Costco clubs that were opened in 2013 and before average approximately \$261 million in sales (including gasoline sales). An average Costco club that opened more recently, in the year 2021, generated approximately \$158 million in sales (including gasoline). In the year 2023 (the first full year of operations of the University City Costco club that is a portion of the Project), gross sales of \$138 million are estimated and taxable sales of \$117.64 million are estimated. Gasoline sales average 9% of sales, so the addition of these sales to the University City Costco club would indicate estimated gross sales of \$150.4 million.

Costco Club Warehouse Store Sales Volume Trends

Year Opened	Number of Costco Clubs Opened	Average Sales per Costco Club Warehouse (in millions)											
		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
2022	23											\$150	
2021	20											\$140	\$158
2020	13								\$132	\$152	\$184		
2019	20							\$129	\$138	\$172	\$208		
2018	21						\$116	\$119	\$141	\$172	\$202		
2017	26					\$121	\$142	\$158	\$176	\$206	\$237		
2016	29			\$87	\$97	\$118	\$131	\$145	\$173	\$204			
2015	23		\$83	\$85	\$94	\$112	\$122	\$136	\$163	\$189			
2014	30	\$108	\$109	\$115	\$125	\$140	\$144	\$155	\$182	\$208			
2013 & Before	633	\$160	\$167	\$168	\$167	\$173	\$186	\$193	\$203	\$230	\$261		
<b>Totals</b>	<b>838</b>	\$160	\$164	\$162	\$159	\$163	\$176	\$182	\$192	\$217	\$245		

Notes:  
 First year sales annualized  
 Source: Costco FY 2022 Annual Report

The table above shows average sales volumes across all Costco clubs. This information shows strong year-over-year growth in sales volumes at Costco clubs. The table below translates the sales information shown above into annual growth rates in sales volumes at average Costco club locations.

Costco Club Warehouse Store Year-Over-Year Changes in Sales Volume

Year Opened	Number of Costco Clubs Opened	Average Annual Change												
		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022			
2022	23													
2021	20											113%		
2020	13											115%	121%	<b>118%</b>
2019	20							107%	125%	121%	<b>118%</b>			
2018	21						103%	118%	122%	117%	<b>115%</b>			
2017	26					117%	111%	111%	117%	115%	<b>114%</b>			
2016	29				111%	122%	111%	111%	119%	118%	<b>115%</b>			
2015	23		102%	111%	119%	109%	111%	120%	116%	<b>113%</b>				
2014	30	101%	106%	109%	112%	103%	108%	117%	114%	<b>109%</b>				
2013 & Before	633	104%	101%	99%	104%	108%	104%	105%	113%	113%	<b>106%</b>			
<b>Totals</b>	<b>838</b>	103%	99%	98%	103%	108%	103%	105%	113%	113%	<b>105%</b>			

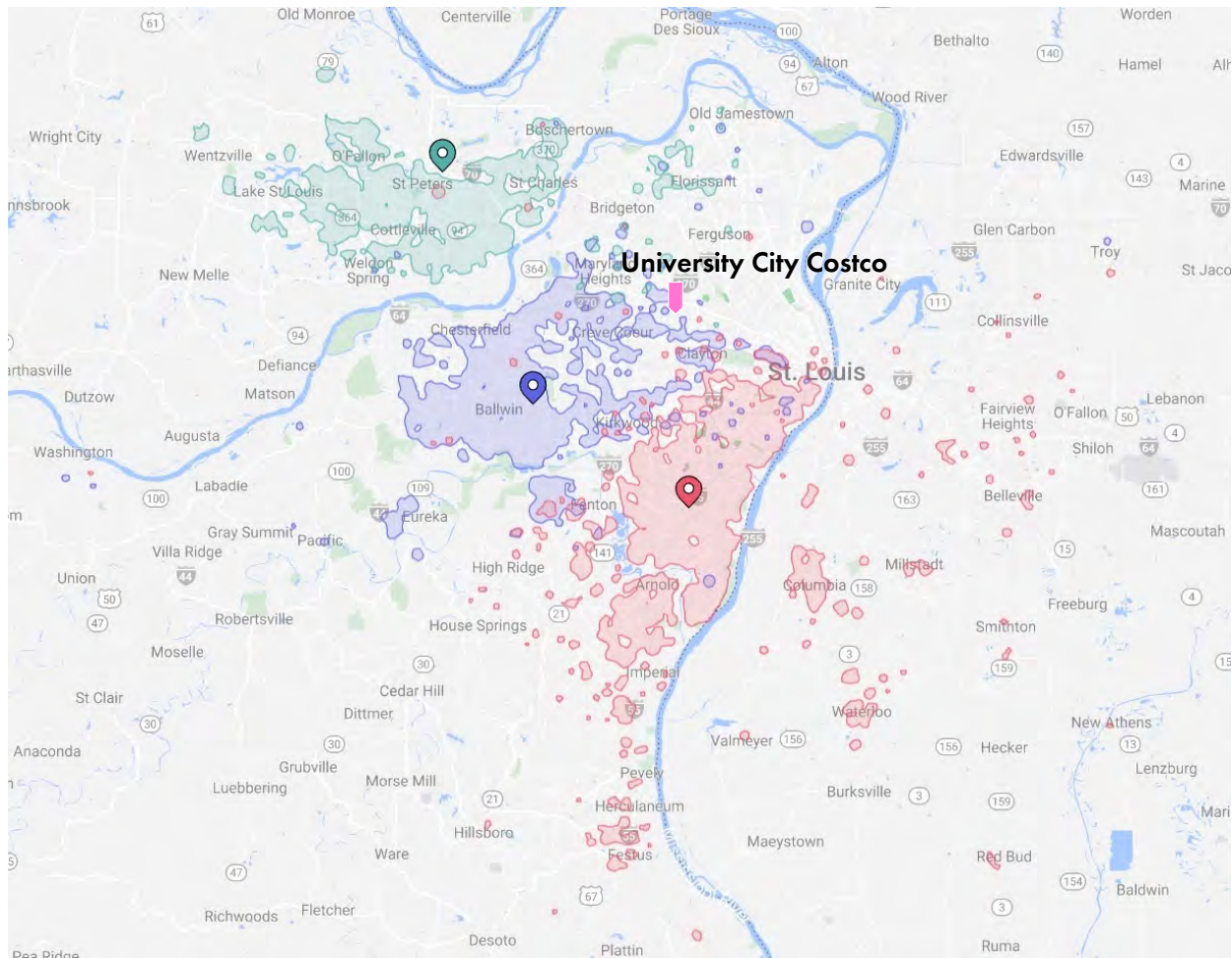
Source: Costco FY 2022 Annual Report

Retail activity within RPA 1 commenced in October 2022 with the opening of the Costco. Retail activity is expected to continue and to grow with the addition of more retail entities through the next two years. Table 4, on Page 29, shows estimates sales volumes associated with the Project.

The closest Costco club locations are located between 15 and 20 miles from the Project. Using cellular-phone tracking data mapped in the image on the following page, we analyzed the PTA for the St. Peters Costco located at 200 Costco Way (green), the PTA for the Manchester Costco located at 301 Highlands Blvd. (purple), and the PTA for the Concord Costco located at 4200 Rusty Rd (pink). Over the last 12



months, there was limited overlap between these three trade areas calculating at less than a 7% overlap of trade areas. The limited data available for the new University City Costco location since it opened in October 2022 is showing the new location filling the service gap between the previously existing Costco clubs as well as expanding the overall service area. The current data for the new University City Costco location trade area is reflecting an approximately 35% overlap with the trade areas associated with the three previously existing Costco clubs.<sup>1</sup>



<sup>1</sup> PGAV, Placer.ai

Table 4  
Estimated Retail Sales

Building	Project Component	Size (GSF)	Estimated Taxable Sales per Unit	Tenant Status	Anticipated Opening Date	Estimated Stabilized Sales at Stabilization	2023	2024	2025	2026	2027	2028	2029
A	Costco	156,856	\$ 750	Opened Oct 2022		\$ 117,642,000	<b>\$ 117,642,000</b>	\$ 127,053,360	\$ 135,947,095	\$ 145,463,392	\$ 155,645,829	\$ 164,984,579	\$ 174,883,654
B	National Big Box Retailer	148,000	\$ 275	Final Negotiations	April 1, 2025	\$ 40,700,000	\$ -	\$ -	\$ 20,350,000	\$ 32,560,000	<b>\$ 40,700,000</b>	\$ 41,107,000	\$ 41,518,070
J	Dierbergs	73,000	\$ 400	Signed PSA	May 1, 2024	\$ 29,200,000	\$ -	\$ 11,680,000	\$ 23,360,000	<b>\$ 29,200,000</b>	\$ 29,492,000	\$ 29,786,920	\$ 30,084,789
E	Coffee	2,200	\$ 800	Lease Negotiations	February 1, 2024	\$ 1,760,000	\$ -	\$ 528,000	\$ 1,056,000	\$ 1,408,000	<b>\$ 1,760,000</b>	\$ 1,777,600	\$ 1,795,376
E	Retail/Restaurant - TBD	2,680	\$ 875	Lease Negotiations	March 1, 2024	\$ 2,345,000	\$ -	\$ 703,500	\$ 1,407,000	\$ 1,876,000	<b>\$ 2,345,000</b>	\$ 2,368,450	\$ 2,392,135
E	Retail - TBD	2,600	\$ 300	Available	May 1, 2024	\$ 780,000	\$ -	\$ 234,000	\$ 468,000	\$ 624,000	<b>\$ 780,000</b>	\$ 787,800	\$ 795,678
F	Restaurant - TBD	4,495	\$ 1,500	Lease Negotiations	November 1, 2023	\$ 6,742,500	\$ 802,436	\$ 4,814,617	<b>\$ 6,742,500</b>	\$ 6,809,925	\$ 6,878,024	\$ 6,946,804	\$ 7,016,273
G	Raising Canes	3,445	\$ 1,100	Signed Lease	October 1, 2023	\$ 3,789,500	\$ 568,425	\$ 2,273,700	\$ 3,031,600	<b>\$ 3,789,500</b>	\$ 3,827,395	\$ 3,865,669	\$ 3,904,326
I	Chase Bank	3,000	\$ -	Signed Lease	October 1, 2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L	Dental	3,500	\$ -	Lease Negotiations	May 1, 2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L	Retail/Restaurant - TBD	2,500	\$ 300	Available	May 1, 2024	\$ 750,000	\$ -	\$ 225,000	\$ 450,000	\$ 600,000	<b>\$ 750,000</b>	\$ 757,500	\$ 765,075
M	Retail/Restaurant - TBD	2,800	\$ 525	Available	July 1, 2024	\$ 1,470,000	\$ -	\$ 294,000	\$ 882,000	\$ 1,176,000	<b>\$ 1,470,000</b>	\$ 1,484,700	\$ 1,499,547
N	Chipotle	2,409	\$ 800	Signed Lease	October 1, 2023	\$ 1,927,200	\$ 385,440	\$ 1,541,760	\$ 1,734,480	<b>\$ 1,927,200</b>	\$ 1,946,472	\$ 1,965,937	\$ 1,985,596
N	Retail - TBD	1,344	\$ 50	Lease Negotiations	October 1, 2023	\$ 67,200	\$ 13,440	\$ 53,760	\$ 60,480	<b>\$ 67,200</b>	\$ 67,872	\$ 68,551	\$ 69,236
N	First Watch	4,200	\$ 550	Signed Lease	October 1, 2023	\$ 2,310,000	\$ 462,000	\$ 1,848,000	\$ 2,079,000	<b>\$ 2,310,000</b>	\$ 2,333,100	\$ 2,356,431	\$ 2,379,995
O	Restaurant - TBD	2,829	\$ 400	LOI	November 1, 2023	\$ 1,131,600	\$ 150,880	\$ 905,280	\$ 1,018,440	<b>\$ 1,131,600</b>	\$ 1,142,916	\$ 1,154,345	\$ 1,165,889
O	Restaurant - TBD	1,401	\$ 800	LOI	November 1, 2023	\$ 1,120,800	\$ 149,440	\$ 896,640	\$ 1,008,720	<b>\$ 1,120,800</b>	\$ 1,132,008	\$ 1,143,328	\$ 1,154,761
O	Panera	2,538	\$ 550	Signed Lease	September 1, 2023	\$ 1,395,900	\$ 372,240	\$ 1,116,720	\$ 1,256,310	<b>\$ 1,395,900</b>	\$ 1,409,859	\$ 1,423,958	\$ 1,438,197
O	Retail/Restaurant - TBD	1,401	\$ 300	Available	March 1, 2024	\$ 420,300	\$ -	\$ 126,090	\$ 252,180	\$ 336,240	<b>\$ 420,300</b>	\$ 424,503	\$ 428,748
O	Retail/Restaurant - TBD	1,401	\$ 300	Available	April 1, 2024	\$ 420,300	\$ -	\$ 126,090	\$ 252,180	\$ 336,240	<b>\$ 420,300</b>	\$ 424,503	\$ 428,748
O	Retail/Restaurant - TBD	2,420	\$ 300	Available	May 1, 2024	\$ 726,000	\$ -	\$ 217,800	\$ 435,600	\$ 580,800	<b>\$ 726,000</b>	\$ 733,260	\$ 740,593
<b>Totals</b>						<b>\$ 214,698,300</b>	<b>\$ 120,546,301</b>	<b>\$ 154,638,317</b>	<b>\$ 201,791,585</b>	<b>\$ 232,712,797</b>	<b>\$ 253,247,076</b>	<b>\$ 263,561,838</b>	<b>\$ 274,446,685</b>

NOTES: Costco sales growth assumptions: 8% in 2024, then 7% through 2027, 6% through 2030 and then at an average annual rate of 3% from 2031 to 2041. Bold sales values within the table reflect projected sales at stabilization.

### Projected Total Revenue for Bonds

No private independent market study has been prepared or provided to PGAV. Assumptions have been made regarding the performance of the uses within the Area. The actual tax revenues generated will vary from these projections.

Table 5, below, displays the projected revenues (PILOTS, EATS, Estimated CID Sales Tax Revenue Not Captured by TIF) available for repayment of the Bonds based on the Developer's site plan and tenants.

**Table 5**  
**Summary of Revenues Available for Debt Retirement**

Year	PILOTS	Incremental EATs for TIF	Estimated CID Sales Tax Revenue Not Captured by TIF	Estimated Total Revenues
2022	\$ -	\$ 284,687	\$ 117,661	\$ 402,348
2023	\$ -	\$ 2,355,782	\$ 584,650	\$ 2,940,431
2024	\$ 39,533	\$ 3,089,092	\$ 690,831	\$ 3,819,456
2025	\$ 669,154	\$ 4,103,348	\$ 858,933	\$ 5,631,435
2026	\$ 1,236,029	\$ 4,768,455	\$ 978,423	\$ 6,982,908
2027	\$ 1,289,609	\$ 5,210,142	\$ 1,074,445	\$ 7,574,197
2028	\$ 1,289,609	\$ 5,432,010	\$ 1,122,934	\$ 7,844,553
2029	\$ 1,344,797	\$ 5,666,141	\$ 1,174,172	\$ 8,185,109
2030	\$ 1,344,797	\$ 5,913,259	\$ 1,185,913	\$ 8,443,969
2031	\$ 1,401,640	\$ 6,054,511	\$ 1,197,773	\$ 8,653,923
2032	\$ 1,401,640	\$ 6,199,568	\$ 1,209,750	\$ 8,810,958
2033	\$ 1,460,189	\$ 6,348,540	\$ 1,221,848	\$ 9,030,576
2034	\$ 1,460,189	\$ 6,501,539	\$ 1,234,066	\$ 9,195,794
2035	\$ 1,520,494	\$ 6,658,683	\$ 1,246,407	\$ 9,425,584
2036	\$ 1,520,494	\$ 6,820,091	\$ 1,258,871	\$ 9,599,456
2037	\$ 1,582,608	\$ 6,985,887	\$ 1,271,460	\$ 9,839,955
2038	\$ 1,582,608	\$ 7,156,197	\$ 1,284,174	\$ 10,022,980
2039	\$ 1,646,585	\$ 7,331,153	\$ 1,297,016	\$ 10,274,755
2040	\$ 1,646,585	\$ 7,510,890	\$ 1,309,986	\$ 10,467,461
2041	\$ 1,712,482	\$ 7,695,545	\$ 1,323,086	\$ 10,731,113
2042	\$ -	\$ 2,947,673	\$ 2,557,272	\$ 5,504,945
2043	\$ -	\$ -	\$ 2,699,360	\$ 2,699,360
2044	\$ -	\$ -	\$ 2,726,354	\$ 2,726,354
2045	\$ -	\$ -	\$ 2,753,618	\$ 2,753,618
2046	\$ -	\$ -	\$ 2,781,154	\$ 2,781,154
2047	\$ -	\$ -	\$ 2,808,965	\$ 2,808,965
2048	\$ -	\$ -	\$ 2,837,055	\$ 2,837,055
2049	\$ -	\$ -	\$ 2,865,425	\$ 2,865,425
2050	\$ -	\$ -	\$ 2,894,080	\$ 2,894,080
2051	\$ -	\$ -	\$ 2,923,020	\$ 2,923,020
2052	\$ -	\$ -	\$ 2,952,251	\$ 2,952,251
2053	\$ -	\$ -	\$ 2,981,773	\$ 2,981,773
<b>TOTALS</b>	<b>\$ 24,149,042</b>	<b>\$ 115,033,192</b>	<b>\$ 55,422,726</b>	<b>\$ 194,604,961</b>

Note: The estimated portion of CID Sales Tax Revenue Not Captured by TIF for Buildings J, L, & M have been removed from this calculation due to the possibility that these revenues may be pledged to a separate obligation.

## SECTION IV - CONDITIONS AND ASSUMPTIONS

The conditions and assumptions that apply to the development and statutory actual value estimates in this document are stated throughout. A negative change in the conditions that form the basis of the assumptions used in developing the projections contained in this report could adversely affect the estimates of the statutory actual values associated with anticipated development. In order to project future development, market values, and assessed values, certain assumptions must be made with regard to actions, both internal and external to the Project, such as actions by private businesses and landowners, national and local economic conditions, public support, and legislative changes. The contents of this document are forward-looking and involve certain assumptions and judgments regarding uncertainties in the future.

The ability to achieve the development and value estimates presented in this evaluation is contingent upon the timing and probability of a number of complex conditions being met in the future and certain assumptions holding true. PGAV makes no assertions as to the degree of impact that changes in any of these conditions would have upon the value estimates and development projections included herein. Any event or action that alters an assumed event, assumption, or condition used to achieve the projections contained herein shall be considered a cause to void all projections contained in this report. These assumptions include such conditions as listed below.

### ***Continued Public Support***

The successful ongoing administration of the statutory mechanisms generating revenues associated with the Project will require the commitment of St. Louis County, the City and other involved government entities.

### ***Court Action***

The results of future court decisions, unknown at this time, which could impact, either positively or negatively, the future performance of the Project as envisioned.

### ***Natural Disasters***

Future success of the Project could be affected by pandemics, fires, floods, storms, or other “acts of God” that could interrupt, halt or otherwise disturb development activity as described herein.

***Economic and Market Stability***

At the time of this report's writing, the COVID-19 pandemic persists. Vaccines are in distribution to the general population and cases are diminishing; however, disruptions, caused by the pandemic, to the economy overall and supply chains, in particular, may take a up to a year or more to be ameliorated as local, state and federal government entities deploy resources to help communities recover and as people return to the workforce.

National, regional, and local economic stability will need to continue to recover and prevail over the life of the Project and the timeline of development described herein and continue to support the need for current and future land uses and development within the Project. In addition, prolonged labor strikes or terrorist attacks at the national, regional, or local level could adversely affect the business environment or business productivity at this location.

**APPENDIX**

**Appendix A – Base Certifications**



Jake Zimmerman, Assessor

July 7, 2020

KEITH COLE – DIRECTOR OF FINANCE  
CITY OF UNIVERSITY CITY  
6801 DELMAR BLVD  
SAINT LOUIS MO 63130

Subject: Olive Boulevard Commercial Corridor and  
Residential Conservation Redevelopment TIF

Dear Mr. Cole:

Below are the initial taxable assessed values determined for the above subject redevelopment area. The values reflected are for 2018.

Redevelopment Project Area 1 - \$6,384,300

Redevelopment Project Area 2 - \$74,959,920

Redevelopment Project Area 3 - \$18,761,640

If you have questions, please either contact me at (314) 615-2526, or you may email me at [msuddarth@stlouisco.com](mailto:msuddarth@stlouisco.com).

Sincerely,

A handwritten signature in black ink that reads "Michael Suddarth".

Michael Suddarth  
Abatement Compliance Manager  
St. Louis County Assessor's Office

CC: Mark Devore, St. Louis County Collector of Revenue

ASSESSMENT DIVISION

41 South Central Avenue • Saint Louis, MO 63105 • PH 314/615-2555 • FAX 314/615-8033 • TTY 314/615-3746  
Email [assessor@stlouisco.com](mailto:assessor@stlouisco.com) • web <http://www.stlouisco.com>

Saint Louis  
**COUNTY**  
**REVENUE**

RECEIVED AUG 14 2020

*Sam Page*  
County Executive

*Quentin Wilson*  
Director of Revenue

August 12, 2020

Mr. Gregory Rose  
City Manager  
City of University City  
6801 Delmar Blvd.  
St. Louis, MO 63130

Re: University City T2  
Olive Blvd Commercial Corridor Residential Conservation Redevelopment TIF, RPA-1

Dear Mr. Rose,

According to our sales tax files, the attached list of businesses are located in the boundaries of the City of University City, Olive Blvd Commercial Corridor Residential Conservation Redevelopment TIF, RPA-1. This listing will establish a sales tax base for what was distributed by St. Louis County in this T.I.F. area for 2018.

The following is the T.I.F. base sales tax for 2018:

County Sales Tax (1%) POS City	\$ 142,324.49
County Sales Tax (1%) Pool City	\$ 17.90
Transportation Sales Tax (½%)	\$ 71,171.25
Parks Tax (1/10%)	\$ 12,081.96

If you disagree with the inclusion of a particular business or the amount of sales tax generated by a business, please supply specific reasons on a separate document.

If you agree with the list of businesses and total sales tax generated for base indicated above, please have an authorized representative of University City sign this document indicating agreement with the T.I.F. base and return to the Collector of Revenue.

I Agree *Keith Cole*  
Signature of City Authorized Representative

Sincerely,

*Mark Devore*  
Mark Devore  
Collector of Revenue

Enclosures

cc: Mr. John F. Mulligan, Jr.  
Mr. Mark D. Grimm

COLLECTION DIVISION

41 South Central Avenue (Street Level) • Saint Louis, MO 63105 • PH 314/615-7192 • FAX 314/615-5135  
Missouri Relay 800/735-2966 or 711 • email collector@stlouisco.com • web http://www.stlouisco.com



### Appendix B – Estimated Economic Activity Taxes

Table A  
Estimated Incremental Sales Taxes (EATs)

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Estimated Costco Sales	\$ 117,642,000	\$ 127,053,360	\$ 135,947,095	\$ 145,463,392	\$ 155,645,829	\$ 164,984,579	\$ 174,883,654	\$ 185,376,673	\$ 190,937,973	\$ 196,666,112	\$ 202,566,096	\$ 208,643,079	\$ 214,902,371	\$ 221,349,442	\$ 227,989,925	\$ 234,829,623	\$ 241,874,512	\$ 249,130,747	\$ 256,604,670
Estimated Other Sales	\$ 2,904,301	\$ 27,584,937	\$ 65,844,490	\$ 87,249,405	\$ 97,601,246	\$ 98,577,239	\$ 99,543,031	\$ 100,558,662	\$ 101,564,248	\$ 102,579,891	\$ 103,605,490	\$ 104,641,747	\$ 105,688,164	\$ 106,745,046	\$ 107,812,496	\$ 108,890,621	\$ 109,979,527	\$ 111,079,323	\$ 112,190,116
<b>Total Estimated Sales</b>	<b>\$ 120,546,301</b>	<b>\$ 154,638,317</b>	<b>\$ 201,791,585</b>	<b>\$ 232,712,797</b>	<b>\$ 253,247,076</b>	<b>\$ 263,561,838</b>	<b>\$ 274,446,685</b>	<b>\$ 285,935,335</b>	<b>\$ 292,502,221</b>	<b>\$ 299,246,003</b>	<b>\$ 306,171,785</b>	<b>\$ 313,284,825</b>	<b>\$ 320,590,535</b>	<b>\$ 328,094,488</b>	<b>\$ 335,802,421</b>	<b>\$ 343,720,244</b>	<b>\$ 351,854,039</b>	<b>\$ 360,210,070</b>	<b>\$ 368,794,785</b>
Base Sales	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)	\$ (14,234,250)
<b>Incremental Sales for TIF</b>	<b>\$ 106,312,051</b>	<b>\$ 140,404,067</b>	<b>\$ 187,557,335</b>	<b>\$ 218,478,547</b>	<b>\$ 239,012,826</b>	<b>\$ 249,327,588</b>	<b>\$ 260,212,435</b>	<b>\$ 271,701,085</b>	<b>\$ 278,267,971</b>	<b>\$ 285,011,753</b>	<b>\$ 291,937,535</b>	<b>\$ 299,050,575</b>	<b>\$ 306,356,285</b>	<b>\$ 313,860,238</b>	<b>\$ 321,568,171</b>	<b>\$ 329,485,994</b>	<b>\$ 337,619,789</b>	<b>\$ 345,975,820</b>	<b>\$ 354,560,535</b>

Sales Taxes	Rates	Captured by TIF?	Year																		
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
State of Missouri	4.225%	No	\$ 4,940,289	\$ 6,337,445	\$ 8,249,924	\$ 9,537,152	\$ 10,378,698	\$ 10,801,423	\$ 11,247,511	\$ 11,718,345	\$ 11,987,472	\$ 12,263,849	\$ 12,547,685	\$ 12,839,195	\$ 13,138,402	\$ 13,446,132	\$ 13,762,023	\$ 14,086,515	\$ 14,419,858	\$ 14,762,309	\$ 15,114,132
St. Louis County	1.000%	Yes	\$ 1,169,299	\$ 1,499,992	\$ 1,957,378	\$ 2,237,314	\$ 2,456,497	\$ 2,556,550	\$ 2,662,133	\$ 2,773,573	\$ 2,837,272	\$ 2,902,886	\$ 2,969,866	\$ 3,038,863	\$ 3,109,728	\$ 3,182,517	\$ 3,257,283	\$ 3,334,086	\$ 3,412,984	\$ 3,494,038	\$ 3,577,309
Transportation	0.500%	Yes	\$ 584,650	\$ 749,996	\$ 978,689	\$ 1,128,657	\$ 1,228,248	\$ 1,278,275	\$ 1,331,066	\$ 1,386,786	\$ 1,418,636	\$ 1,451,343	\$ 1,484,933	\$ 1,519,431	\$ 1,554,864	\$ 1,591,258	\$ 1,628,642	\$ 1,667,043	\$ 1,706,492	\$ 1,747,019	\$ 1,788,655
Metro Transit 2010	0.500%	No	\$ 584,650	\$ 749,996	\$ 978,689	\$ 1,128,657	\$ 1,228,248	\$ 1,278,275	\$ 1,331,066	\$ 1,386,786	\$ 1,418,636	\$ 1,451,343	\$ 1,484,933	\$ 1,519,431	\$ 1,554,864	\$ 1,591,258	\$ 1,628,642	\$ 1,667,043	\$ 1,706,492	\$ 1,747,019	\$ 1,788,655
Public Safety (Prop P)	0.500%	Yes	\$ 584,650	\$ 749,996	\$ 978,689	\$ 1,128,657	\$ 1,228,248	\$ 1,278,275	\$ 1,331,066	\$ 1,386,786	\$ 1,418,636	\$ 1,451,343	\$ 1,484,933	\$ 1,519,431	\$ 1,554,864	\$ 1,591,258	\$ 1,628,642	\$ 1,667,043	\$ 1,706,492	\$ 1,747,019	\$ 1,788,655
Children Mental Health	0.250%	No	\$ 292,325	\$ 374,998	\$ 489,345	\$ 564,329	\$ 614,124	\$ 639,137	\$ 665,533	\$ 693,393	\$ 709,318	\$ 725,672	\$ 742,467	\$ 759,716	\$ 777,432	\$ 795,629	\$ 814,321	\$ 833,522	\$ 853,246	\$ 873,509	\$ 894,327
Metro Transit	0.250%	No	\$ 292,325	\$ 374,998	\$ 489,345	\$ 564,329	\$ 614,124	\$ 639,137	\$ 665,533	\$ 693,393	\$ 709,318	\$ 725,672	\$ 742,467	\$ 759,716	\$ 777,432	\$ 795,629	\$ 814,321	\$ 833,522	\$ 853,246	\$ 873,509	\$ 894,327
St. Louis City & County Trails, Parks & Arch	0.188%	No	\$ 219,828	\$ 281,998	\$ 367,987	\$ 424,375	\$ 450,811	\$ 468,631	\$ 486,923	\$ 505,783	\$ 525,232	\$ 545,270	\$ 565,895	\$ 587,106	\$ 608,902	\$ 631,283	\$ 654,250	\$ 677,803	\$ 701,942	\$ 726,666	\$ 751,974
911	0.100%	No	\$ 116,930	\$ 149,999	\$ 195,738	\$ 225,731	\$ 245,650	\$ 255,655	\$ 266,213	\$ 277,357	\$ 283,727	\$ 290,269	\$ 296,987	\$ 303,886	\$ 310,973	\$ 318,252	\$ 325,728	\$ 333,409	\$ 341,298	\$ 349,404	\$ 357,731
Prop Z	0.125%	Yes	\$ 146,162	\$ 187,492	\$ 246,672	\$ 282,164	\$ 307,062	\$ 319,569	\$ 332,767	\$ 346,697	\$ 351,659	\$ 362,836	\$ 371,233	\$ 379,858	\$ 388,716	\$ 397,815	\$ 407,160	\$ 416,761	\$ 426,623	\$ 436,755	\$ 447,164
St. Louis City & County Trails, Parks & Arch	0.100%	Yes	\$ 61,874	\$ 81,715	\$ 109,158	\$ 127,155	\$ 139,105	\$ 145,109	\$ 151,444	\$ 158,130	\$ 161,952	\$ 165,877	\$ 169,908	\$ 174,047	\$ 178,299	\$ 182,667	\$ 187,153	\$ 191,761	\$ 196,495	\$ 201,358	\$ 206,354
City - Economic Development Tax	0.250%	No	\$ 292,325	\$ 374,998	\$ 489,345	\$ 564,329	\$ 614,124	\$ 639,137	\$ 665,533	\$ 693,393	\$ 709,318	\$ 725,672	\$ 742,467	\$ 759,716	\$ 777,432	\$ 795,629	\$ 814,321	\$ 833,522	\$ 853,246	\$ 873,509	\$ 894,327
City - Capital Improvements	0.500%	Yes	\$ 584,650	\$ 749,996	\$ 978,689	\$ 1,128,657	\$ 1,228,248	\$ 1,278,275	\$ 1,331,066	\$ 1,386,786	\$ 1,418,636	\$ 1,451,343	\$ 1,484,933	\$ 1,519,431	\$ 1,554,864	\$ 1,591,258	\$ 1,628,642	\$ 1,667,043	\$ 1,706,492	\$ 1,747,019	\$ 1,788,655
City - Parks and Sewer	0.500%	Yes	\$ 584,650	\$ 749,996	\$ 978,689	\$ 1,128,657	\$ 1,228,248	\$ 1,278,275	\$ 1,331,066	\$ 1,386,786	\$ 1,418,636	\$ 1,451,343	\$ 1,484,933	\$ 1,519,431	\$ 1,554,864	\$ 1,591,258	\$ 1,628,642	\$ 1,667,043	\$ 1,706,492	\$ 1,747,019	\$ 1,788,655
City - Fire & Emergency	0.250%	Yes	\$ 292,325	\$ 374,998	\$ 489,345	\$ 564,329	\$ 614,124	\$ 639,137	\$ 665,533	\$ 693,393	\$ 709,318	\$ 725,672	\$ 742,467	\$ 759,716	\$ 777,432	\$ 795,629	\$ 814,321	\$ 833,522	\$ 853,246	\$ 873,509	\$ 894,327
Community Improvement District	1.000%	Yes	\$ 1,169,299	\$ 1,499,992	\$ 1,957,378	\$ 2,237,314	\$ 2,456,497	\$ 2,556,550	\$ 2,662,133	\$ 2,773,573	\$ 2,837,272	\$ 2,902,886	\$ 2,969,866	\$ 3,038,863	\$ 3,109,728	\$ 3,182,517	\$ 3,257,283	\$ 3,334,086	\$ 3,412,984	\$ 3,494,038	\$ 3,577,309
Estimated Total Sales Taxes Collected	<b>4.475%</b>		\$ 11,916,228	\$ 15,288,621	\$ 19,953,060	\$ 23,011,805	\$ 25,043,068	\$ 26,063,411	\$ 27,140,146	\$ 28,276,613	\$ 28,926,211	\$ 29,599,310	\$ 30,278,412	\$ 30,982,039	\$ 31,704,724	\$ 32,447,019	\$ 33,209,493	\$ 33,992,728	\$ 34,797,328	\$ 35,623,912	\$ 36,473,117
<b>Total Sales Tax</b>			<b>\$ 5,177,557</b>	<b>\$ 6,644,179</b>	<b>\$ 8,672,689</b>	<b>\$ 10,002,904</b>	<b>\$ 10,886,278</b>	<b>\$ 11,330,014</b>	<b>\$ 11,798,275</b>	<b>\$ 12,292,511</b>	<b>\$ 12,575,015</b>	<b>\$ 12,865,129</b>	<b>\$ 13,163,073</b>	<b>\$ 13,469,072</b>	<b>\$ 13,783,360</b>	<b>\$ 14,106,176</b>	<b>\$ 14,437,768</b>	<b>\$ 14,778,389</b>	<b>\$ 15,128,301</b>	<b>\$ 15,487,773</b>	<b>\$ 15,857,083</b>

Estimated Sales Taxes Allocated to TIF	Rates	Captured by TIF?	Year																		
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
State of Missouri	4.225%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
St. Louis County	1.000%	Yes	\$ 515,613	\$ 680,960	\$ 909,653	\$ 1,059,621	\$ 1,159,212	\$ 1,209,239	\$ 1,262,030	\$ 1,317,750	\$ 1,349,600	\$ 1,382,307	\$ 1,415,897	\$ 1,450,395	\$ 1,485,828	\$ 1,522,222	\$ 1,559,606	\$ 1,598,007	\$ 1,637,456	\$ 1,677,983	\$ 1,719,619
Transportation	0.500%	Yes	\$ 257,807	\$ 340,480	\$ 454,827	\$ 529,810	\$ 579,606	\$ 604,619	\$ 631,015	\$ 658,875	\$ 674,800	\$ 691,154	\$ 707,949	\$ 725,198	\$ 742,914	\$ 761,111	\$ 779,803	\$ 799,004	\$ 818,728	\$ 838,991	\$ 859,809
Metro Transit 2010	0.500%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety (Prop P)	0.500%	Yes	\$ 257,807	\$ 340,480	\$ 454,827	\$ 529,810	\$ 579,606	\$ 604,619	\$ 631,015	\$ 658,875	\$ 674,800	\$ 691,154	\$ 707,949	\$ 725,198	\$ 742,914	\$ 761,111	\$ 779,803	\$ 799,004	\$ 818,728	\$ 838,991	\$ 859,809
Children Mental Health	0.250%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metro Transit	0.250%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
St. Louis City & County Trails, Parks & Arch	0.188%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
911	0.100%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prop Z	0.125%	Yes	\$ 44,452	\$ 85,120	\$ 113,707	\$ 132,453	\$ 144,902	\$ 151,155	\$ 157,754	\$ 164,719	\$ 168,700	\$ 172,788	\$ 176,987	\$ 181,299	\$ 185,728	\$ 190,278	\$ 194,951	\$ 199,751	\$ 204,682	\$ 209,748	\$ 214,952
St. Louis City & County Trails, Parks & Arch	0.100%	Yes	\$ 30,937	\$ 40,858	\$ 54,579	\$ 63,577	\$ 69,553	\$ 72,554	\$ 75,722	\$ 79,065	\$ 80,976	\$ 82,938	\$ 84,954	\$ 87,024	\$ 89,150	\$ 91,333	\$ 93,576	\$ 95,880	\$ 98,247	\$ 100,679	\$ 103,177
City - Economic Development Tax	0.250%	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City - Capital Improvements	0.500%	Yes	\$ 257,807	\$ 340,480	\$ 454,827	\$ 529,810	\$ 579,606	\$ 604,619	\$ 631,015	\$ 658,875	\$ 674,800	\$ 691,154	\$ 707,949	\$ 725,198	\$ 742,914	\$ 761,111	\$ 779,803	\$ 799,004	\$ 818,728	\$ 838,991	\$ 859,809
City - Parks and Sewer	0.500%	Yes	\$ 257,807	\$ 340,480	\$ 454,827	\$ 529,810	\$ 579,606	\$ 604,619	\$ 631,015	\$ 658,875	\$ 674,800	\$ 691,154	\$ 707,949	\$ 725,198	\$ 742,914	\$ 761,111	\$ 779,803	\$ 799,004	\$ 818,728	\$ 838,991	\$ 859,809
City - Fire & Emergency	0.250%	Yes	\$ 128,903	\$ 170,240	\$ 227,413	\$ 264,905	\$ 289,803	\$ 302,310	\$ 315,508	\$ 329,438	\$ 337,400	\$ 345,577	\$ 353,974	\$ 362,599							

**APPENDIX C**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated as of April 1, 2023 (the “*Disclosure Agreement*”), is executed and delivered by and among the City of University City, Missouri (the “*City*”), the Markets at Olive Community Improvement District (the “*District*”) and BOKF, N.A., as dissemination agent (the “*Dissemination Agent*”).

### RECITALS

1. This Disclosure Agreement is executed and delivered in connection with the issuance by The Industrial Development Authority of University City, Missouri (the “*Authority*”) of its \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “*Bonds*”), pursuant to a Trust Indenture dated as of April 1, 2023 by and between the Authority and BOKF, N.A., as trustee (the “*Indenture*”).

2. The City, the District and the Dissemination Agent are entering into this Disclosure Agreement for the benefit of the Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with Rule 15c2-12 of the Securities and Exchange Commission. The City and the District are the only “obligated persons” (as defined by the herein defined Rule) with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City, the District and the Dissemination Agent covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Beneficial Owner*” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Developer*” means U. City, L.L.C. and U. City TIF Corporation or their successors or assignees, as provided in the Acknowledgement of Developer attached as Exhibit D hereto.

“*Dissemination Agent*” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and the District.

“*District Annual Report*” means any annual report filed by the District pursuant to, and as described in, Section 2(a) of this Disclosure Agreement.

“*District Fiscal Year*” means the 12-month period beginning on July 1 and ending on June 30 or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“*District Semi-Annual Information*” means the information related to the District and its revenue necessary to complete the applicable District Semi-Annual Report.

**“District Semi-Annual Report”** means any District Semi-Annual Report filed pursuant to, and as described in, Section 2(b) of this Disclosure Agreement and containing the information set forth in Exhibit A hereto.

**“District Semi-Annual Report Date”** means each January 1 and July 1, commencing July 1, 2024.

**“EMMA”** means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org) or such other website(s) as may be designated by the MSRB from time to time.

**“Financial Obligation”** means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

**“Material Events”** means any of the events listed in Section 3(a) or Section 3(b), of this Disclosure Agreement.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

**“Participating Underwriter”** means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**“Rule”** means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

## **Section 2. Provision of Annual Reports and Semi-Annual Reports.**

### **(a) District Annual Report.**

(i) The District shall, or shall cause the Dissemination Agent to, file with the MSRB, through EMMA, not later than 210 days following the end of each of the District’s Fiscal Years, commencing with the District Fiscal Year ending June 30, 2023, the District’s financial statements (which may or may not be audited) for the prior District Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. The financial statements may be included by specific reference to other documents, including official statements of debt issues with respect to which the District is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The District shall clearly identify each such other document so included by reference. If financial statements are not available by the time the District Annual Report is required to be filed pursuant to this Section, either (A) the District Annual Report shall contain the financial statements in a format similar to the financial statements filed by the District with the MSRB, through EMMA, for the preceding year, and the final financial statements shall be filed in the same manner as the District Annual Report promptly after

they become available, or (B) the District shall promptly send a notice of the failure of the District to include financial statements in the District Annual Report, which notice shall be sent, or caused to be sent, by the District to the MSRB, through EMMA, not later than **10** business days following the deadline for providing the District Annual Report set forth above.

(ii) The District Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section (a). If the District's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under Section 3.

(iii) Not later than **5** Business Days before the date specified in subsection (i) for providing the District Annual Report to the MSRB, the District shall either (A) provide the District Annual Report to the Dissemination Agent, with written instructions to file the District Annual Report as specified in subsection (i), or (B) provide written notice to the Dissemination Agent that the District has filed the District Annual Report with the MSRB (or will do so prior to the deadline specified in subsection (i)).

(iv) If the Dissemination Agent has not received a District Annual Report with filing instructions or a written notice from the District that it has filed such annual report with the MSRB by the date specified in subsection (i), the Dissemination Agent shall send a notice in a timely manner to the MSRB in substantially the form attached as Exhibit B.

(v) The Dissemination Agent shall, unless the District has filed the District Annual Report with the MSRB, promptly following receipt of such report and instructions required in subsection (ii) above, file the District Annual Report with the MSRB and file a report with the District certifying that the District Annual Report has been filed pursuant to this Disclosure Agreement, stating the date it was filed with the MSRB.

(vi) The Dissemination Agent shall send notice to the District, no later than January 1 of each year, commencing January 1, 2024, of the District's obligation to provide to the Dissemination Agent the information required in subsection (i).

(b) District Semi-Annual Information.

(i) The District shall provide, or shall cause the Trustee to provide, the District Semi-Annual Information as shown on Exhibit A to the Dissemination Agent not later than **5** Business Days before the applicable District Semi-Annual Report Date. The Dissemination Agent shall provide the District Semi-Annual Report to the MSRB within **5** Business Days after receipt of all the information necessary to complete the applicable District Semi-Annual Report. Notwithstanding the foregoing, the District's obligation to provide the information under item 6 of the District Semi-Annual Report is contingent on the District being provided such information by the Developer on a timely basis. If the District is not provided such information, the District shall include the following under item 6: "Business information unavailable".

(ii) The Dissemination Agent shall send notice to the District, no later than 30 days prior to each District Semi-Annual Report Date each year, of the District's obligation to provide to the Dissemination Agent the District Semi-Annual Information.

(iii) If the Dissemination Agent shall not have received the District Semi-Annual Information by the District Semi-Annual Report Date, the Dissemination Agent shall so notify the MSRB within 5 Business Days following the District Semi-Annual Report Date. Such notice shall be in substantially the form attached hereto as Exhibit C.

(c) Dissemination Agent Obligations.

(i) Following receipt of the applicable information set forth in subsections (a) and (b) above, and to the extent that the District has received the necessary information required by item 6 of the District Semi-Annual Report from the Developer (and if the Developer has not provided the necessary information, the District Semi-Annual Report shall include a statement indicating that such information has been requested and that the District Semi-Annual Report will be supplemented if and when such information is received), the Dissemination Agent shall file the District Annual Report, and shall receive and compile the District Semi-Annual Information and file the District Semi-Annual Report, with the MSRB on or prior to each District Semi-Annual Report Date.

(ii) The Dissemination Agent shall provide the City, the District and the Trustee (if the Trustee is not the Dissemination Agent) written confirmation that the District's Annual Report and the District Semi-Annual Report was provided to the MSRB in accordance with subsection (i).

(iii) The District Annual Reports and the District Semi-Annual Reports shall each be provided to the MSRB in such manner and format as prescribed by the MSRB.

**Section 3. Reporting of Material Events.**

(a) No later than 10 Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;

- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
  - (11) rating changes;
  - (12) bankruptcy, insolvency, receivership or similar event of the City;
  - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
  - (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect bondholders, if material; or
  - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.
- (b) No later than 10 Business Days after the occurrence of the following event, the District shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:
- (1) the bankruptcy, insolvency, receivership or similar event of the District;
  - (2) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect bondholders, if material; or
  - (3) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.
- (c) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Authorized City Representative or the individual indicated in Section 10 hereof to receive notices on behalf of the District, as applicable, or such other person as the City or the District shall designate in writing to the Dissemination Agent from time to time, and request that the City or the District, as applicable, promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (e). If in response to a request under this subsection (c), the City or the District, as applicable, determines that the event does not constitute a Material Event, the City or the District, as applicable, shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent whether or not to report the occurrence pursuant to subsection (e).
- (d) Whenever the City or the District obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (c) or otherwise, the City or the District, as applicable, shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (e).

- (e) If the Dissemination Agent receives written instructions from the City or the District to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City and the District. If the Indenture provides that notice of the Material Event described in subsection (a)(8) be provided to the registered owners of affected Bonds, then notwithstanding the foregoing requirements of this subsection, notice of the Material Event need not be given under this subsection any earlier than the notice of the underlying event provided under the Indenture.

**Section 4. Termination of Reporting Obligation.** Except as otherwise provided herein, the obligations of the City and the District under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the obligations of the City or the District under this Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City or the District, as applicable, and the City or the District, as applicable, shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City or the District, as applicable, shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

**Section 5. Dissemination Agents.** The City shall, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out the obligations of the City and the District under this Disclosure Agreement, and may discharge any such Dissemination Agent, but only if a successor Dissemination Agent is appointed by the City. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City and the District and the City shall appoint a successor. If no successor is appointed by the effective date of resignation, the Dissemination Agent, at the cost of the City, may petition a court of competent jurisdiction for the appointment of a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the District Annual Report, or the Semi-Annual Report) prepared by, or based on information provided by, the City, the District or the Developer pursuant to this Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the City, the District and the Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City, the District and the Dissemination Agent with its written opinion that the undertakings of the City and the District contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment or waiver in the next District Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under Section 3, and (2) the District Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.



**Section 7. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the City or the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any District Annual Report, District Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the City or the District chooses to include any information in any annual report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Agreement, neither the City nor the District shall have any obligation under this Disclosure Agreement to update such information or include it in any future annual report or notice of occurrence of a Material Event.

**Section 8. Default.** If the City, the District or the Dissemination Agent fails to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City the District or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture, the Redevelopment Agreement or the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the City the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The obligations of the City and the District under this Disclosure Agreement shall survive the resignation or removal of the Dissemination Agent and payment of the Bonds. The District or its successors or assigns shall pay or cause to be timely paid, the fees, charges and expenses of the Dissemination Agent in connection with the performance of its duties under this Disclosure Agreement, and, to the extent permitted by law, the City and the District agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be responsible for the District's failure to submit a complete District Annual Report or District Semi-Annual Report, as applicable, to the MSRB. The Dissemination Agent is not responsible for ensuring the compliance with any rule or regulation of the City, the District or the Participating Underwriter in connection with the filing of information herein but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City or the District.

**Section 10. Notices.** Any notices or communications to or among any of the parties to this Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or by confirmed electronic mail, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

**To the City:** City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attention: City Manager  
E-mail: grose@ucitymo.org

**To the District:** The Markets at Olive Community Improvement District

c/o Seneca Commercial Real Estate  
1401 Brentwood, Suite 625  
St. Louis, Missouri 63144  
Attention:  
E-mail:

**To the Dissemination Agent:** BOKF, N.A.  
200 N. Broadway, Suite 1710  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department  
Facsimile:

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

**Section 11. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the City, the District, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 12. Severability.** If any provision in this Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 13. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15. Governing Law.** This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

*Signatures appear on the following pages*

**IN WITNESS WHEREOF**, the City, the District and the Dissemination Agent have caused this Disclosure Agreement to be executed as of the day and year first above written.

**CITY OF UNIVERSITY CITY, MISSOURI**

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

**THE MARKETS AT OLIVE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Title: Chair

**BOKF, N.A.**  
as Dissemination Agent

By: \_\_\_\_\_  
Title: Authorized Officer

**EXHIBIT A**

**FORM OF DISTRICT SEMI-ANNUAL REPORT**

This report is prepared and delivered pursuant to the Continuing Disclosure Agreement (the “Agreement”) dated as of April 1, 2023 by and among the City of University City, Missouri (the “City”), The Markets at Olive Community Improvement District (the “District”) and BOKF, N.A. as dissemination agent, entered into in connection the issuance by the Industrial Development Authority of University City, Missouri of its \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “Bonds”). The Bonds were offered pursuant to an Official Statement dated March [\_\_], 2023 (the “Official Statement”). Capitalized words used in this District Semi-Annual Report and not defined herein have the meanings given such terms in the Official Statement.

Date of District Semi-Annual Report: \_\_\_\_\_ . 20\_\_.  
Semi-Annual Reporting Period from [April 1]  
[December 1], 20\_\_ [date of issuance of the Bonds] to  
[May 31] [November 30], 20\_\_

1. The principal amount of Bonds redeemed since the last filed District Semi-Annual Report, by maturity, is:

Maturity Date: \_\_\_\_\_ \$ \_\_\_\_\_

2. The aggregate principal amount of Bonds redeemed since the date of issuance of the Bonds, by maturity, is:

Maturity Date: \_\_\_\_\_ \$ \_\_\_\_\_

3. The amount on deposit in the Series 2023A Account of the Debt Service Reserve Fund is \$\_\_\_\_\_.

4. The following are the amounts by month of Net Revenues deposited into the Revenue Fund since the last filed District Semi-Annual Report, or in the case of the first Semi-Annual Report, the date of issuance of the Bonds\*:

<b>Month</b>	<b>PILOTS Account</b>	<b>EATS Account</b>	<b>District Revenues Account</b>	<b>Monthly Total</b>
[Month]	\$	\$	\$	\$
[Month]				
[Month]				
[Month]				
[Month]				
[Month]				
<b>Total</b>	\$	\$	\$	\$

\* Until such time as the updated table in item 5 below shows there are at least six open retail businesses in the District, the table in this item 4 will only include Net Revenues information in the Monthly Total column.

5. The following is an updated table under the heading “THE MARKETS AT OLIVE – Business Information” in the Official Statement showing the businesses located in RPA 1 / the District as of the last day of the Semi-Annual Reporting Period referenced above: [if there is no change to the information in the table under the heading “THE MARKETS AT OLIVE – Business Information” from that contained in the Official Statement or the prior District Semi-Annual Report, can insert “unchanged”]

**EXHIBIT B**

**NOTICE OF FAILURE TO FILE DISTRICT ANNUAL REPORT**

**Name of Issuer:** The Industrial Development Authority of University City, Missouri

**Name of Bond Issue:** \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A

**Name of Obligated Person:** The Markets at Olive Community Improvement District (the “District”)

**Date of Issuance:** April [\_\_], 2023

**NOTICE IS HEREBY GIVEN** that the District has not filed a District Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of April 1, 2023, by and among the City of University City, Missouri, the District and BOKF, N.A., as Dissemination Agent. The District has informed the Dissemination Agent that the District anticipates that the District Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_, \_\_\_\_\_

**BOKF, N.A.**, as Dissemination Agent  
on behalf of the District

cc: City of University City, Missouri  
The Markets at Olive Community Improvement District



**EXHIBIT C**

**NOTICE OF FAILURE TO FILE DISTRICT SEMI-ANNUAL REPORT**

**Name of Issuer:** The Industrial Development Authority of University City, Missouri

**Name of Bond Issue:** \$[\_\_\_\_\_] Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A

**Name of Obligated Person:** The Markets at Olive Community Improvement District (the “District”)

**Date of Issuance:** April [\_\_], 2023

**NOTICE IS HEREBY GIVEN** that the District has not filed a District Semi-Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of April 1, 2023, by and among the City of University City, Missouri, the District and BOKF, N.A. as Dissemination Agent. The District has informed the Dissemination Agent that the District anticipates that the District Semi-Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

BOKF, N.A. as Dissemination Agent  
on behalf of the District

cc: City of University City, Missouri  
The Markets at Olive Community Improvement District

**EXHIBIT D**

**ACKNOWLEDGEMENT OF DEVELOPER**

U. City, L.L.C. and U. City TIF Corporation, as principal developers of the property comprising the Markets at Olive in University City, Missouri (collectively, the “Developer”), acknowledges receipt of a copy of this Continuing Disclosure Agreement and agrees to provide the necessary information to complete item 6 of the District Semi-Annual Report to the Dissemination Agent no later than 30 days prior to each District Semi-Annual Report Date each year, which information will allow the Dissemination Agent to complete the District Semi-Annual Report; provided, however, the Developer’s obligations hereunder shall terminate upon the sale or other conveyance of all of its interest in the property comprising the Markets at Olive. The Developer agrees to cause all purchaser(s) or transferee(s) of all or a portion of its interest in the Markets at Olive to execute and deliver to the Dissemination Agent a written acknowledgement and agreement to provide the necessary information to complete item 6 of the District Semi-Annual Report to the Dissemination Agent on or before the date which is no later than 30 days prior to each District Semi-Annual Report Date each year, which certification will allow the Dissemination Agent to complete the District Semi-Annual Report, which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment of Developer. In the event the Developer (or any successor in ownership) fails to perform its obligations under this Acknowledgment of Developer, the sole remedy of the District shall be an action to compel performance.

Dated as of April 1, 2023.

**U. CITY, L.L.C.**

By: CRG Services Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
Manager

**U. CITY TIF CORPORATION**

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr.  
President

**APPENDIX D**  
**MINIMUM CUMULATIVE REDEMPTION SCHEDULE**  
**AND**  
**MAXIMUM PRIORITY BOND REDEMPTION SCHEDULE**

**APPENDIX E**  
**OPINION OF BOND COUNSEL**



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

April \_\_, 2023

The Industrial Development Authority  
of University City, Missouri  
University City, Missouri

Mayor and City Council  
University City, Missouri

BOKF, N.A., as Trustee  
St. Louis, Missouri

Stifel, Nicolaus & Company, Incorporated  
St. Louis, Missouri

Re: \$\_\_\_\_\_ Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A

Ladies and Gentlemen:

We have acted as bond counsel to The Industrial Development Authority of University City, Missouri (the "Authority") in connection with the issuance of the above-captioned bonds (the "Series 2023A Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Series 2023A Bonds are being issued pursuant to Chapter 349 of the Revised Statutes of Missouri and a Trust Indenture dated as of April 1, 2023 (the "Indenture"), between the Authority and UMB Bank, N.A., as trustee (the "Trustee"). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned in the Indenture.

Regarding questions of fact material to our opinion we have relied on the certified proceedings and other certifications of public officials furnished to us without undertaking to verify them by independent investigation.

Based upon and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Series 2023A Bonds have been duly authorized, executed and delivered by the Authority and are valid and legally binding special, limited obligations of the Authority.

2. The Series 2023A Bonds are payable solely from the Pledged Revenues and other money pledged thereto and held by the Trustee under the Indenture. The Series 2023A Bonds do not constitute a debt or liability of the State or any political subdivision of the State within the meaning of any State constitutional provision or statutory limitation and do not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision of the State. The issuance of the Series 2023A Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation therefor or to make any appropriation for their payment.

3. The Indenture, the Financing Agreement and the Tax Compliance Agreement have been duly authorized, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority enforceable against the Authority in accordance with the provisions thereof.

4. The interest on the Series 2023A Bonds (including any original issue discount properly allocable to an owner thereof) (a) is excludable from gross income for federal income tax purposes, (b) is exempt from income taxation by the State of Missouri, and (c) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Series 2023A Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2023A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023A Bonds. The Series 2023A Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2023A Bonds (except to the extent, if any, stated in the Official Statement), (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture or (c) federal or state tax consequences arising with respect to the Series 2023A Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Series 2023A Bonds and the enforceability of the Series 2023A Bonds, the Indenture, the Financing Agreement and the Tax Compliance Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,