AGREEMENT TO STAY LITIGATION

This Agreement to Stay Litigation (the "Agreement") is entered into as of January 31, 2014 (the "Effective Date") by and between the following parties:

1. Eager Road Associates, LLC ("ERA")
2. Don C. Musick, III ("Musick")
3. Alan R. Skop ("Skop")
4. Adolphus A. Busch IV ("Busch")
   (ERA, Musick, Skop, and Busch are herein collectively referred to as the "ERA Parties")
5. Compass Bank ("Compass")
6. Vectra Bank Colorado, N.A. ("Vectra")
   (Compass and Vectra are herein collectively referred to as the "Banks")
7. City of Brentwood, Missouri (the "City")
8. UMB Bank, NA ("UMB" or the "Trustee")

(The foregoing are collectively referred to as the "Parties" or individually as a "Party.")

Recitals

Whereas, the Parties are currently involved in litigation, namely: *Compass Bank, et al. v. Eager Road Associates, L.L.C., et al.*, Case No. 4:12-cv-01059-JCH, pending in the United States District Court, Eastern District of Missouri, Eastern Division (the "Federal Action") and *Eager Road Associates, L.L.C., et al. v. Compass Bank, et al.*, Case No. 12SL-CC-02656, pending in the Circuit Court of St. Louis County, Missouri (the "State Action"). (The Federal Action and the State Action are jointly referred to as the "Litigation.")

Whereas, the Litigation arises from the settlement of two earlier lawsuits involving the same Parties, namely: (a) *Eager Road Associates, L.L.C., et al. v. Compass Bank, et al*., Case No. 10SL-CC-00605 filed in the Circuit Court of St. Louis County, Missouri (the "Earlier State Action"); and *Compass Bank v. Eager Road Associates, L.L.C., et al*., Case No. 4:10-CV-00413-JCH, filed in the United States District Court, Eastern District of Missouri, Eastern Division (the "Earlier Federal Action"). (The Earlier Federal Action and the Earlier State Action are jointly referred to as the "Earlier Litigation.")

Whereas, the Earlier Litigation arose out of a complex financial transaction involving the development of commercial and retail property located at 8300 Eager Road, Brentwood, Missouri and commonly known as The Meridian at Brentwood (the "Meridian").

Whereas, ERA was the developer for and is the owner, through affiliated entities, of the Meridian. Musick, Skop, and Busch are the sole members of ERA.

Whereas, in 2007, the City issued two series of tax increment revenue bonds (the "Series 2007A Bonds" and "Series 2007B Bonds"; jointly, the "Bonds") to finance certain redevelopment project costs associated with the Meridian.

Whereas, Compass is the Initial Credit Facility Provider as set forth in the Trust Indenture, dated as of December 1, 2007 (the "Indenture"). As the Initial Credit Facility Provider, Compass issued two direct-pay letters of credit to provide credit enhancement and security for payment of the Bonds. Vectra was and continues to be a participant in the letters of credit that were issued by Compass.

Whereas, UMB served and continues to serve as the Trustee and Registrar for the Bonds under the Indenture and has agreed to serve as Escrow Agent in connection to this Agreement and the Escrow Agreement.

Whereas, the Bonds are currently held as Bank Bonds, as provided in the Letter of Credit Reimbursement Agreement, dated as of December 1, 2007 ("Reimbursement Agreement").

Whereas, the Parties have agreed to a stay and standstill of the Litigation that is set to expire on February 18, 2014 for purposes of allowing the ERA Parties to arrange for financing of the Bonds.

Whereas, the Parties wish to extend the stay of the Litigation until May 1, 2014 in hopes that the ERA Parties will complete the refinancing of the Bonds, allowing for a full and complete settlement of the Litigation.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the Parties hereby agree as follows:

Agreement

A. Terms and Conditions for Staying Litigation. The Parties agree to a complete stay and standstill of the Litigation through and including May 1, 2014, including all discovery, motions, and other actions or proceedings in order to allow the ERA Parties to complete performance of the following terms and conditions:

1. *Performance by ERA Parties*: The ERA Parties hereby agree to pay to the Banks the sum of $18,500,000 in accordance with the following schedule:

   a. $1,000,000 shall be deposited with the Escrow Agent by no later than 5:00 p.m. CST on February 24, 2014 ("First Escrow Deposit") subject to the terms and conditions of this Agreement and the Escrow Agreement attached hereto as **Exhibit 1**;

   b. $1,000,000 shall be deposited with the Escrow Agent by no later than 5:00 p.m. CST on April 30, 2014 ("Second Escrow Deposit") subject to the terms and conditions of this Agreement and the Escrow Agreement, using proceeds from the refinancing of real estate loans for the Meridian ("Second

Escrow Deposit"). The ERA Parties agree that the closing instructions for the Meridian real estate loans shall include an instruction requiring $1,000,000 to be paid to the Escrow Agent under the terms of this Agreement and the Escrow Agreement;

c. $16,500,000 shall be paid to the Banks by means of wire transfer according to instructions provided by the Banks by no later than May 1, 2014; and

d. With respect to the Second Escrow Deposit, the ERA Parties have agreed to enter into a Consent Judgment in the amount of $1,000,000 and in a mutually agreeable form that will be jointly and severally enforceable against the various ERA Parties and may be presented to the U.S. District Court, Eastern District of Missouri for entry in the Federal Action at any time if the ERA Parties do not complete the required performance under this Agreement on or before April 30, 2014.

2. *Performance by the Banks*:

a. The Banks shall execute two separate instructions to UMB as the Registrar for the Bonds (the "Registrar"). Each of the two instructions shall instruct the Registrar to register $1,000,000 in principal amount of the Series 2007B Bonds in the name of the ERA Parties (the "Transfer Instructions"), with the total for the two Transfer Instructions being $2,000,000 in principal amount for the Series 2007B Bonds. The Transfer Instructions shall be delivered to the Escrow Agent by February 24, 2014 at 5:00 p.m. CST and held by the Escrow Agent under the terms and conditions of this Agreement and the Escrow Agreement. Any accrued and unpaid interest due on the Series 2007B Bonds as of the date of transfer to the ERA Parties shall remain due and owing to the Banks.

b. The Bonds registered in the name of the ERA Parties under the Transfer Instructions shall be identified in the Register, as defined in the Indenture, and shall be held in physical form as Developer Bonds, as defined in the Indenture and Reimbursement Agreement. The Developer Bonds shall be fully subordinate to the Series 2007A Bonds, the remaining Series 2007B Bonds, and all obligations due and owing to the Banks under the Reimbursement Agreement. The Developer Bonds shall contain a legend to be affixed to the form of the bond stating that Developer Bonds are fully subordinate to the Series 2007A Bonds, the remaining Series 2007B Bonds, and all obligations due and owing to the Banks under the Reimbursement Agreement.

c. In the event that the ERA Parties do not complete performance under Section A of this Agreement by May 1, 2014, all Escrowed Funds shall immediately be delivered to the Banks and the Transfer Instructions delivered to the ERA Parties. If only the First Escrow Deposit has been made as of April 30, 2014, then only one of the Transfer Instructions shall be delivered to the ERA

Parties, and the Second Transfer Instruction shall be returned to the Banks. If at any time after April 30, 2014, but before the ERA Parties have completed the required performance under Section A.1 of this Agreement, the ERA Parties pay $1,000,000 directly to the Banks by wire transfer according to instructions provided by the Banks, the Banks shall deliver the Second Transfer Instruction to the ERA Parties, who may then present it to the Registrar.

d. Upon full performance by the ERA Parties as set forth in Section A.1 to this Agreement, and the payment of any and all accrued and unpaid interest owing on the Bank Bonds and other amounts due and owing to the Banks under the terms of the Reimbursement Agreement, if any, at the time of performance by the ERA Parties, the Banks shall immediately instruct the Registrar to register all Bonds then still being held as Bank Bonds in the name of the ERA Parties and shall take any and all actions as are needed to complete and effectuate the transfer of all legal right and title in the Bonds and future proceeds therefrom in the name of the ERA Parties. By virtue of this Agreement, the Banks will receive as the purchase price for the Bank Bonds (i) $18,500,000 from the ERA Parties and approximately $700,000 from the City in exchange for the outstanding Bank Bonds, plus (ii) accrued and unpaid interest on the outstanding Bank Bonds, if any. Any and all money in the Debt Service Fund and Debt Service Reserve Fund, at the time of closing, in excess of the amount required to pay accrued interest up to but not including the date of closing will be applied to the payment of debt service on Bonds registered in the name of the ERA.

3. *Performance by the City*: The City stands by its earlier agreement as set forth in the Revised Outline of Settlement Terms and Conditions, executed on September 9, 2011 ("Earlier Litigation Settlement Agreement"), to contribute a cash payment of $150,000 ("City Cash Payment") and the Additional Pledged Revenue as defined in the Earlier Litigation Settlement Agreement. The City acknowledges that, it has collected and is holding Additional Pledged Revenue in the amount of $285,000 for each of 2012 and 2013. The City agrees that the City Cash Payment plus the Additional Pledged Revenue for 2012, 2013, and 2014 (to date) will be paid to the Banks at the time the ERA Parties complete their performance under Section A.1 of this Agreement, or earlier upon agreement of the Parties, except that the City shall retain $80,000 as reimbursement for the City's costs and attorneys' fees incurred in the Litigation. The Additional Pledged Revenue collected by the City after such performance shall be used to pay the Bonds in accordance with the financing provided by the ERA Parties.

4. *Settlement of Litigation*: Upon full performance by the ERA Parties as set forth in Section A.1 to this Agreement and the City as set forth in A.3, and upon transfer of the Bank Bonds as provided in A.4, the Parties agree that the Litigation is and shall be settled without exchange of additional consideration. The Parties also agree that mutual releases shall be executed and that the Litigation shall be dismissed with prejudice as provided in Section C. The Parties further agree that no Party shall receive an award of costs or attorneys' fees in connection with the dismissal of the Federal Action or the State

Action.

5. *Time of the Essence*: Time is of the essence with respect to the ERA Parties' deposit of the First Escrow Deposit and the Second Escrow Deposit with the Escrow Agent as required under Paragraph A(1) of this Agreement.

6. *Right to Resume Federal Action*:

a. In the event that the First Escrow Deposit or the Second Escrow Deposit is not timely made by the ERA Parties, the Banks shall have the right to advise the Court in the Federal Action and request that the Federal Action immediately proceed to trial.

b. In the event that the ERA Parties do not complete performance as provided in A.1, the Banks shall have the right to advise the Court in the Federal Action and request that the Federal Action immediately proceed to trial.

c. The Parties agree that, in the event the Litigation continues for any reason, trial in the Federal Action shall proceed before any trial in the State Action, and no Party shall be permitted to unilaterally request any further continuances of the trial date in the Federal Action. The Parties further agree that there shall be no additional discovery in the Federal Action, except to the extent UMB is obligated or ordered to produce records in response to ERA's previously served subpoena. ERA reserves its rights to obtain such records. All parties will be able to utilize all form of trial subpoenas.

d. Except upon full performance by the Parties as provided in Sections A.1, A.2, and A.3, nothing in this Agreement shall operate as a release or discharge by any Party of their claims or defenses in the Federal Action or the State Action. Except as provided in Paragraph A.3 regarding the City's performance, this Agreement also does not supersede or replace the terms and conditions of the Earlier Litigation Settlement Agreement or the Acknowledgement and Acceptance of Settlement Agreement and Mutual Release of Claims, dated September 15, 2011 (the "Mutual Release").

B. Procedures for Staying Litigation. Based on the Parties' agreement to a complete stay and standstill of the Litigation up to and including May 1, 2014, including all discovery, motions, and other actions or proceedings, the Parties further agree as follows:

1. *Notification of Federal Court*: The Parties shall jointly and immediately notify the Court of the execution of this Agreement and request a continuance of the current stay of the Federal Action up to and including May 1, 2014.

2. *Notification of State Court*: The Parties shall immediately advise the court in the State Action of this Agreement and request that the State Action be stayed up to and including May 1, 2014.

C. <u>Mutual Releases and Dismissal with Prejudice Upon Full Performance</u>.

1. Upon completion of the obligations set forth in Sections A.1, A.2, and A.3 of this Agreement, the Parties shall execute in favor of each of the other Parties mutual, full and unconditional releases of all claims arising from or relating to the Litigation, the Earlier Litigation, and the Meridian, in a form to be agreed upon by the Parties.

2. Within five (5) days of complete performance of Sections A.1, A.2 and A.3 of this Agreement, the Parties shall file appropriate stipulations with the courts for the Federal Action and State Action, dismissing all claims in the Litigation with prejudice.

3. With the exception of the provisions of Section A.3 of this Agreement, no Party shall receive an award of costs or attorneys' fees in connection with the dismissal of the Federal Action or the State Action.

D. <u>Miscellaneous Provisions</u>.

1. Authority to Enter Into Agreement. The Parties represent and warrant that they have the full and exclusive power and authority to enter into this Agreement and perform their respective obligations under this Agreement and that their actions in entering into this Agreement and in performing their respective obligations hereunder have been fully authorized by all necessary persons and entities.

2. Recitals. The Recitals set forth in this Agreement are a material part of this Agreement and are hereby expressly incorporated by reference as though expressly set forth herein.

3. Successors and Assigns. This Agreement may not be assigned by any Party without the express written consent of all of the other Parties. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective successors, permitted assigns, and legal representatives.

4. No Presumption Regarding Drafting Party. This Agreement is the result of negotiations between the Parties, and it is the product of the Parties. This Agreement, therefore, shall not be construed against any Party because of the involvement of that Party or its counsel in the preparation of this Agreement.

5. Severability. If any part or provision in this Agreement is found to be invalid, the remaining parts of the Agreement will remain in effect as if there were no invalid part. In the case of any such invalidity, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to give effect to the original intent of the Parties.

6. Governing Law. This Agreement shall be governed by Missouri law (without reference to choice of law provisions) and shall be enforceable in the Federal Action.

7. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original. Electronic signatures or signatures transmitted by any electronic means shall be effective for purposes of execution of this Agreement.

8. Reasonable Cooperation. The Parties agree to provide reasonable cooperation to and from each other as may be necessary to give effect to this Agreement.

9. Voluntary Action and Representation by Counsel. The Parties represent, warrant, acknowledge and agree that (a) they have had an adequate opportunity and reasonable time to review this Agreement and its terms, (b) they understand all of the terms of this Agreement, and agree that such terms are fair, reasonable and that they have signed this Agreement of their own force, will and volition and not as the result of any fraud, duress, coercion, pressure or undue influence exercised by or on behalf of any person, (c) they have agreed to enter into this Agreement and all the terms hereof knowingly, freely and voluntarily, (d) they have been represented by legal counsel in connection with the Agreement and the transactions contemplated hereby; and (e) they have received counsel from their own advisors as to the financial and tax consequences of this Agreement to the extent they deem necessary and are not relying upon any of the other Parties to provide such advice.

10. Waiver. The obligations of any Party hereunder may be waived only with the written consent of the Party or Parties entitled to the benefits of the obligations so involved. Any waiver of a breach or violation of or default under any provision of this Agreement shall not be construed or operate as, or constitute, a waiver of any other or subsequent breach or violation of or default under that provision or any other provision of this Agreement. The failure of any Party to insist upon strict compliance with any provision of this Agreement on any one or more occasions shall not be construed or operate as, or constitute, a continuing waiver of, or an estoppel of that Party's right to insist upon strict compliance with, that provision or any other provision of this Agreement.

11. Modifications and Amendments. This Agreement may not be modified or amended except by writing, duly executed by the Parties hereto or their authorized representatives or agents. This Agreement may not be modified or amended by the oral representation or statement of any Party.

12. Third-Party Beneficiary. The Parties acknowledge and agree that nothing in this Agreement, express or implied, is intended to create or confer and shall not be construed or operate to create or confer, any rights or remedies under or by reason of this Agreement, upon any person other than the Parties hereto, and their respective successors and permitted assigns.

13. Complete Agreement. This Agreement includes the Escrow Agreement, the Consent Judgment, and any other exhibits hereto. The Parties acknowledge that this Agreement contains the entire understanding between the Parties with respect to the stay of the Litigation and that there is no representation, agreement or obligation regarding the stay of Litigation which is not expressly set forth in this Agreement, and that no representation, inducement, promise, or agreement not expressly set forth in the text of this Agreement shall be of any force or effect**.**

[SIGNATURES ON FOLLOWING PAGE]

EAGER ROAD ASSOCIATES, L.L.C.

By:_____
Name:_____
Title:_____

DON C. MUSICK, III

_____

ALAN R. SKOP

_____

ADOLPHUS A. BUSCH, IV

_____

COMPASS BANK

By:_____
Name:_____
Title:_____

VECTRA BANK COLORADO, N.A.

By:_____
Name:_____
Title:_____

CITY OF BRENTWOOD, MISSOURI

By:_____
Name:_____
Title:_____

UMB BANK, N.A., as Trustee

By:_____
Name:_____
Title:_____