

ORDINANCE #66240
Board Bill No. 426

AN ORDINANCE AFFIRMING ADOPTION OF A REDEVELOPMENT PLAN, REDEVELOPMENT AREA, REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND MINNESOTA DEVELOPMENT PARTNERS, L.L.C.; PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; DESIGNATING MINNESOTA DEVELOPMENT PARTNERS, L.L.C., AS DEVELOPER OF THE REDEVELOPMENT AREA; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN THE REDEVELOPMENT AREA; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

WHEREAS, on February 6, 2004, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act (hereinafter defined), and received comments from all interested persons and taxing districts affected by the Redevelopment Plan (hereinafter defined) and the redevelopment project described therein; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000) as amended (the "Act" or "TIF Act"), and after due consideration of the TIF Commission's recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ [Board Bill No. 425] on _____, 2004, which Ordinance (i) adopted and approved a redevelopment plan entitled the Shenandoah Place TIF Redevelopment Plan (the "Redevelopment Plan"), (ii) designated the Shenandoah Place TIF Redevelopment Area (as described in the Redevelopment Plan) as a "redevelopment area" as that term is defined in the TIF Act (the "Redevelopment Area"), (iii) adopted and approved the Redevelopment Project described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, (v) established the City of St. Louis, Missouri "Shenandoah Place Special Allocation Fund," and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by rehabilitating and renovating the Area into commercial space (the "Redevelopment Project," or "TIF Project" as further set forth in the Redevelopment Plan); and

WHEREAS, the Redevelopment Area is of historical and/or architectural significance to the City; and

WHEREAS, pursuant to Ordinance No. _____ [Board Bill No. 425], the Board of Aldermen has determined that completion of the Redevelopment Project is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "redevelopment area" as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "blighted area" as provided in the TIF Act and as set forth herein; and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into the Redevelopment Agreement with Minnesota Development Partners, L.L.C., as "Developer," in order that Developer may complete the Redevelopment Project which will provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St. Louis, providing for a stabilized population and plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride, preservation and restoration of property of historical and/or architectural value and significance, elimination of physical and environmental blight, and the elimination of impediments to land disposition and development in the City of St. Louis; and

WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into a redevelopment agreement with Minnesota Development Partners, L.L.C. as "Developer," setting forth the respective rights and obligations of the City and Developer with regard to the redevelopment of the Redevelopment Area (the "Redevelopment Agreement"); and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

Section One. The Board of Aldermen hereby adopts the foregoing recitals as findings.

Section Two. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Minnesota Development Partners, L.L.C., as Developer of the Redevelopment Area, in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for development of the Redevelopment Project.

Section Three. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Project and to enable Minnesota Development Partners, L.L.C., as "Developer" of the Redevelopment Area, to carry out its proposal for development of the Redevelopment Project.

Section Four. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the officers of the city executing the same and as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section Five. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section Six. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

Section Eight. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that, if the Developer has not executed a redevelopment agreement pertaining to the Redevelopment Project within ninety (90) days after the effective date of this Ordinance, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Minnesota Development Partners, L.L.C. shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

EXHIBIT A

Redevelopment Agreement by and between the City of St. Louis and Minnesota Development Partners, L.L.C.

(Attached hereto.)

**REDEVELOPMENT AGREEMENT
Between the
CITY OF ST. LOUIS, MISSOURI
And**

MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

Dated as of

_____, 2004

SHENANDOAH PLACE REDEVELOPMENT PROJECT

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2004, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “*City*”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and **MINNESOTA DEVELOPMENT PARTNERS, L.L.C.**, (the “*Developer*”), a limited liability company duly organized and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “*TIF Commission*”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, (2000) (the “*TIF Act*”), and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. The City published a notice on December 22, 2003 and December 29, 2003, in the St. Louis Post-Dispatch, a newspaper of general circulation within the City, soliciting proposals for the redevelopment of the Redevelopment Area (as hereinafter defined), and made such requests for proposals available for potential developers of the Redevelopment Area.

C. Developer submitted its development proposal dated December 11, 2003, (the “*Redevelopment Proposal*”), to the TIF Commission for redevelopment of the Redevelopment Area.

D. On February 6, 2004, following a public hearing held on February 6, 2004, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled “*Shenandoah Place TIF Redevelopment Plan*,” dated December 23, 2003, (the “*Redevelopment Plan*”), the Redevelopment Project described in the Redevelopment Plan (the “*Redevelopment Project*”) and the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to the Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a “*redevelopment area*” as provided in the Act, (c) approving the Redevelopment Project, and (d) creating the Shenandoah Place Special Allocation Fund.

E. On _____, 2004, after due consideration of the TIF Commission’s recommendations, the Board of Aldermen adopted Ordinance No. _____ [Board Bill No. 425] designating the Redevelopment Area as a “*redevelopment area*” as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund.

F. On _____, 2004, the Board of Alderman adopted Ordinance No. _____ [Board Bill No. 426] affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of the Redevelopment Area, and authorizing the City to enter into this Agreement with Developer.

G. On _____, 2004, the Board of Alderman adopted Ordinance No. _____ [Board Bill No. 427] authorizing the issuance of TIF Notes as evidence of the City’s obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

H. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinance Nos. _____, _____ and _____ [Board Bill Nos. 425, 426 and 427], the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City’s obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

AGREEMENT

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

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“Acquisition Costs” means all costs of acquiring a fee simple interest in the Property, including, but not limited to, the cost of land and improvements; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, environmental remediation, soil, hazardous waste and other site and property-related reports and expenses; appraisals; professional fees of any kind or nature, including, but not limited to, attorneys’ fees, filing fees, recording fees, experts’ fees; and all litigation costs, including, but not limited to, commissioners’ awards, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Approved Investors” means (a) the Developer or a Related Entity, (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 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

“Approving Ordinance” means Ordinance No. _____ [Board Bill No. 425] designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

“Authorizing Ordinance” means Ordinance No. _____ [Board Bill No. 426] affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of the Redevelopment Area, and authorizing the City to enter into a Redevelopment Agreement with Developer.

“Available Revenues” means all TIF Revenues on deposit from time to time in the Special Allocation Fund excluding: (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

“Bond Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Proceeds” means the gross cash proceeds from the sale of TIF Bonds before payment of Issuance Costs, together with any interest earned thereon.

“Certificate of Commencement of Construction” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of the Redevelopment Project.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

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

“Comptroller” means the Comptroller of the City.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the

construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“*Developer*” means Minnesota Development Partners, L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“*Economic Activity Taxes*” or “*EATs*” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

“*Governmental Approvals*” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project related to the Redevelopment Area and consistent with the Redevelopment Plan and this Agreement.

“*Issuance Costs*” means all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the St. Louis Development Corporation), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“*Maturity Date*” means the date that is twenty three (23) years after the date of adoption of the Approving Ordinance.

“*Note Ordinance*” means Ordinance No. _____ [Board Bill No. 427] adopted by the Board of Aldermen authorizing the TIF Note and TIF Obligations, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“*Note Purchaser*” means the Original Purchaser.

“*Notice to Issue TIF Notes*” means a document substantially in the form of **Exhibit H** attached hereto and incorporated herein by reference issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s request that the City issue TIF Notes to a Note Purchaser.

“*Original Purchaser*” means an Approved Investor.

“*Payments in Lieu of Taxes*” or “*PILOTs*” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“*Project Fund*” means the Project Fund created in the Note Ordinance.

“*Property*” means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

“*Redevelopment Area*” means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

“*Redevelopment Plan*” means the plan titled “Shenandoah Place TIF Redevelopment Plan,” as approved by the City on _____, 2004, pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“*Redevelopment Project*” means the redevelopment identified in the Redevelopment Plan, consisting of the rehabilitation and renovation of the Redevelopment Area into six (6) residential units and associated on site parking, as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.

“*Redevelopment Project Costs*” shall have the meaning ascribed to such term in Section 99.805(14) of the TIF Act.

“*Redevelopment Proposal*” means the document on file with the City and incorporated herein by reference, titled “Shenandoah Place TIF Application,” dated December 11, 2003 and submitted by the Developer to the City.

“*Reimbursable Redevelopment Project Costs*” means those Redevelopment Project Costs as described in **Exhibit B**, attached hereto and incorporated herein by reference, for which the Developer is eligible for reimbursement in accordance with this Agreement.

“*Related Entity*” means any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“*Relocation Plan*” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“*Special Allocation Fund*” means the Shenandoah Place Special Allocation Fund, created by the Approving Ordinance

in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“*TIF Bonds*” means tax increment revenue bonds, if any, authorized and issued by the City in accordance with the TIF Act and this Agreement.

“*TIF Commission*” means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

“*TIF Notes*” means tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance in substantially the form set forth in **Exhibit F**, to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act and this Agreement.

“*TIF Obligations*” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City pursuant to the TIF Act and in accordance with this Agreement.

“*TIF Revenues*” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and 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 December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, 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, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act.

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

“*Work*” means all work necessary to prepare the Redevelopment Area to construct or cause the construction and completion of the Redevelopment Project as specifically described in the Redevelopment Plan and this Agreement, including, but not limited to: (1) property acquisition; (2) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal and planning and consulting; (3) demolition, site preparation and improvements, (4) construction, reconstruction or rehabilitation of the building(s) interior, the shell, the façade and the structural elements of the building; (5) construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation surrounding roads, sidewalks and parking facilities; (6) installation of lighting, and landscaping; and (7) all other work described in the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II ACCEPTANCE OF PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

2.2 Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer’s right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer of a Five Thousand Dollars and no/100 (\$5,000) TIF Application Fee;

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer paid the sum of Six Hundred Ninety-Five Dollars and no/100 (\$695.00) (which sum represents 0.3% of the maximum amount of TIF Obligations allowed to be issued by the City pursuant to Section 4.1 of this Agreement), which monies have been paid one half to the Comptroller and one half to the St. Louis Development Corporation to reimburse the Comptroller and the St. Louis Development Corporation for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iii) the Developer shall, within ten (10) days after the date of execution of this Agreement, pay the sum of Six Hundred Ninety-Five Dollars and no/100 (\$695.00) (which sum represents 0.3% of the maximum amount of TIF Obligations allowed to be issued by the City pursuant to Section 4.1 of this Agreement), which monies shall be paid one half to the Comptroller and one half to the St. Louis Development Corporation to reimburse the Comptroller and the St. Louis Development Corporation for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iv) the Developer shall pay to the Comptroller an additional amount which amount shall be paid within ten (10) days after the execution of the Redevelopment Agreement to reimburse the Comptroller for its actual legal expenses incurred in connection with the adoption of the Approving Ordinance and Authorizing Ordinance and the negotiation and execution of the Redevelopment Agreement;

(v) the Developer shall, concurrently with the initial issuance of the TIF Notes, pay to the City a flat fee of Ten Thousand Dollars (\$10,000) for the City's Issuance Costs of such TIF Notes; and

(vi) any amounts advanced to the City shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT

3.1 Acquisition of Property. Developer represents that Developer will acquire the Property by private contract negotiation. All properties acquired by the Developer for completion of the Work shall be held in the name of the Developer and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

3.2 Condemnation. As of the date of this Agreement, it is not anticipated that the exercise of the power of eminent domain will be necessary to acquire any portion of the Property in the Redevelopment Area.

3.3 Relocation. The Developer shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The City shall, at the Developer's sole cost and expense, subject to reimbursement as a Reimbursable Redevelopment Project Cost in accordance with **Article IV** of this Agreement, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan.

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of the Work within one hundred eighty (180) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work to be substantially complete not later than December 31, 2006 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.6** of this Agreement, Developer shall be granted additional time to complete the Work up to and including December 31, 2007.

The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

3.5 Governmental Approvals. The City and the St. Louis Development Corporation agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.6 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, including but not limited to, dates of commencement, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to any material changes, the Developer shall obtain the advance written consent of the St. Louis Development Corporation, which consent shall not be unreasonably withheld or delayed. For purposes of this **Section 3.6**, "material changes" shall mean any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area to an amount less than 90% of the aggregate amount of TIF Revenues as projected in the Redevelopment Plan.

3.7 Certificate of Commencement of Construction. Promptly after commencement of construction of the Work, the Developer shall furnish to the St. Louis Development Corporation, with a copy to the Comptroller, a Certificate of Commencement of Construction, which certificate shall be in substantially the same form as Exhibit C attached hereto and incorporated herein by reference. The Certificate of Commencement of Construction shall be deemed accepted by the St. Louis Development Corporation upon receipt of the same.

3.8 Certificate of Substantial Completion. Promptly after substantial completion of the Work, the Developer shall furnish to the City and the St. Louis Development Corporation a Certificate of Substantial Completion. The Mayor or his designee

and the St. Louis Development Corporation shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the St. Louis Development Corporation unless, within thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or St. Louis Development Corporation furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or St. Louis Development Corporation, within thirty (30) days following delivery of the Certificate of Substantial Completion for the Developer with specific written objections to the status of the Work, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or his designee or the St. Louis Development Corporation in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the St. Louis Development Corporation or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the St. Louis Development Corporation without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all Work. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS

4.1 City's Obligation to Reimburse Developer. The City agrees to reimburse Developer for the verified Reimbursable Redevelopment Project Costs in an amount not to exceed Two Hundred Thirty-One Thousand Five Hundred Forty Dollars (\$231,540) plus Issuance Costs. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Obligations to the Note Purchaser to evidence the City's obligation to reimburse Developer for verified Reimbursable Redevelopment Project Costs in an amount not to exceed Two Hundred Thirty-One Thousand Five Hundred Forty Dollars (\$231,540), plus Issuance Costs and interest as provided in **Section 5.2** of this Agreement, subject to the limitations of **Article IV** of this Agreement.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(14) of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within thirty (30) days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth in **Exhibit B** up to the maximum aggregate amount established in **Section 4.1** of this Agreement; provided that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2, clauses (i)-(v)**, of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(14) of the TIF Act, the City shall so notify the Developer in writing within the 30-day period referenced in this **Section 4.2**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

4.3 City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City's obligation to issue the TIF Obligations or to pay any Reimbursable Redevelopment Project Costs. The TIF Obligations shall be special, limited obligations of the City, and shall not constitute debt to the City within any constitutional or statutory meaning of the word "debt."

ARTICLE V. TIF OBLIGATIONS

5.1 Conditions Precedent to the Issuance of TIF Notes. No TIF Notes shall be issued until such time as the City has received (i) a Certificate of Substantial Completion; (ii) a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference; and (iii) the full payment of all advances required to be paid under **Section 2.2** of this Agreement; (iv) an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; and (v) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1**.

5.2 Issuance of TIF Notes. Upon satisfaction of the conditions of **Section 2.2, clause (v), and Section 5.1** of this Agreement, the City agrees to issue one or more TIF Notes as provided in the Note Ordinance to the Note Purchaser to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the maximum amount established in **Section 4.1** of this Agreement, subject to the limitations of **Article IV** of this Agreement. The TIF Notes shall be in a form substantially similar to

Exhibit F, attached hereto and incorporated herein by reference.

5.2.1 Terms. Each TIF Note shall bear simple interest at a fixed rate per annum equal to (i) seven percent (7%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation; or (ii) five and one-half percent (5½%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation. All TIF Notes shall have a stated maturity of the Maturity Date

5.2.2 Procedures for Issuance of TIF Notes. Except as otherwise provided in this Agreement, the City shall, within ten (10) days after acceptance by the City of the Certificate of Reimbursable Redevelopment Project Costs, proceed to issue or cause to be issued a TIF Note or an endorsement to an existing TIF Note evidencing an advance for the reimbursement of Reimbursable Redevelopment Project Costs (“*Construction Advance*”). In lieu of an endorsement to an existing TIF Note, the City shall, upon written request by the Developer issue additional TIF Notes in denominations of One Hundred Thousand Dollars (\$100,000) and in increments of One Thousand Dollars (\$1,000) in excess thereof, to evidence the City’s obligation to pay such advances of Redevelopment Project Reimbursement Costs (“*Additional Notes*”).

If the City accepts the Certificate of Reimbursable Redevelopment Project Costs within thirty (30) days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than thirty (30) days after submission by Developer (or rejects it more than thirty (30) days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with **Section 4.2** of this Agreement), the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the thirty-first (31st) day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.

Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of a Construction Advance or Additional Notes as provided in this **Section 5.2.2**, to the extent the Note Purchaser is the Developer, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2.3 Issuance of TIF Note.

Upon submittal by Developer of a Notice to Issue TIF Notes to the City, the City shall issue the TIF Notes to the Note Purchaser in accordance with the Note Ordinance in a principal amount not to exceed the maximum amount as established in **Section 4.1** of this Agreement.

Upon approval of each Certificate of Reimbursable Redevelopment Project Costs submitted to the City by the Developer in accordance with **Section 5.2.2**, the Comptroller shall:

- (i) forward such approved Certificate of Reimbursable Redevelopment Project Costs to the Note Purchaser with directions to the Note Purchaser to remit to the City, the purchase price of the TIF Note to be issued by the City in the amount set forth in the approved Certificate of Reimbursable Redevelopment Project Costs; and
- (ii) disburse such purchase price of such TIF Note to Developer not later than two (2) business days after the City receives the purchase price for such TIF Note from the Note Purchaser.

Upon the City’s completion of the procedure outlined in this **Section 5.2.3**, the City shall have fully discharged its obligation to reimburse the Developer for Reimbursable Redevelopment Project Costs pursuant to **Section 4.1** of this Agreement.

In addition to, and not in lieu of, the respective indemnifications set forth in **Section 7.17** of this Agreement, the Developer does hereby agree that the City shall not be liable for, and the Developer agrees to release, indemnify, defend and save the City, Comptroller and their respective officials, directors, officers, agents and employees harmless against and from any and all liabilities, losses, damages, claims, causes of action, suits, costs and expense (including attorneys’ fees), demands and judgments by or arising from the City’s obligations outlined in this **Section 5.2.3**.

5.2.4 Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each March 1 and September 1 occurring after the acceptance by the City of the Certificate of Substantial Completion at a redemption price equal to 100% of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

5.3 Issuance of TIF Bonds.

5.3.1 The City may, in its sole and absolute discretion, issue, or cause to be issued, TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding TIF Notes.

5.3.2 Upon receipt of a written request by Developer and upon the City's underwriter's recommendation in favor of issuing TIF Bonds and recommendation of the principal amount thereof based on the criteria set forth below, the City shall immediately proceed to issue, or cause to be issued, TIF Bonds as described in this Section. The aggregate gross cash proceeds from the sale of the TIF Bonds before payment of Issuance Costs, together with any interest accrued thereon ("Bond Proceeds") of such TIF Bonds will be finally determined by the City after receiving the underwriter's recommendation based on the criteria set forth below. The City shall not be obligated to issue or cause to be issued such TIF Bonds unless the underwriter determines that all of the following criteria are satisfied as of the date of issuance of such bonds, unless such criteria are waived by the City's underwriter. Developer shall not have any liability for any costs associated with the issuance of TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that Developer may incur in complying with this Section.

5.3.2.1 Criteria for Issuance. The underwriter's recommendation for issuance of TIF Bonds and the principal amount thereof shall be based on the following criteria:

(i) Acceptance by the City of the Certificate of Substantial Completion;

(ii) Review of projections of TIF Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available TIF Revenues were to be applied to the immediate repayment of the TIF Bonds, the TIF Bonds would reasonably be anticipated to be retired within twenty-three years from the date of adoption of the Approving Ordinance, and (B) based on a maturity date twenty-three years from the date of adoption of the Approving Ordinance, the TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the City's underwriter;

(iii) Developer's documentation of stabilization of the Redevelopment Project for a minimum period of two years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for the Redevelopment Project in connection with the issuance of the TIF Bonds; and

(iv) The net average annual debt service on the TIF Bonds (taking into account the principal portion of the TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the average annual debt service on the outstanding TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the net average annual debt service on the TIF Bonds lower than the net average annual debt service on the outstanding TIF Notes.

5.4 Application of TIF Bond Proceeds. Proceeds of any TIF Bonds shall be applied:

5.4.1 To the payment of costs relating to the issuance of the TIF Bonds;

5.4.2 To the payment of outstanding principal of and interest on the TIF Notes to be refunded;

5.4.3 To the payment of capitalized interest on the TIF Bonds; and

5.4.4 To the establishment of a debt service reserve fund for the TIF Bonds in a reasonable amount of the principal amount of TIF Bonds to be issued, as to be determined by the City's underwriter.

5.5 Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Redevelopment Area and the non-financial terms of the leases between Developer and such tenants. Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to Developer, but upon the execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

5.6 City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

**ARTICLE VI
SPECIAL ALLOCATION FUND;
COLLECTION AND USE OF TIF REVENUES**

6.1 Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTS Account" and an "EATs Account," and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTS Account and all Economic Activity Taxes into the EATs Account.

6.2 Certification of Base for PILOTS and EATS.

6.2.1 Upon the reasonable written request of the City, Developer shall use its best efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTS and EATS including, but not limited to: (i) the address and locator number of all parcels of real property located within the Redevelopment Area; and (ii) the federal and state tax identification numbers of each "seller" (as that term is defined in Section 144.010(11) of the Missouri Revised Statutes, as amended) located in the Redevelopment Area in the calendar year ending December 31, 2003.

6.2.2 Within ninety (90) days after execution of the Redevelopment Agreement, the City shall provide to the Developer a true, correct and complete copy of the City Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2003, but excluding those personal property taxes, 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, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

6.3 Application of Available Revenues. The City hereby agrees for the term of this Agreement to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of TIF Obligations issued under **Article V** of this Agreement as provided in the Note Ordinance and this Agreement. As long as any TIF Notes are outstanding, Available Revenues shall be applied to such payment each March 1 and September 1 (each, a "Payment Date") occurring after acceptance by the City of the Certificate of Substantial Completion (either by the Comptroller or other financial officer or, at the option of the City, by the Trustee on behalf of the City), first from the EATS Account and then from the PILOTS Account as follows:

6.3.1 to the Comptroller and the St. Louis Development Corporation, an amount sufficient to pay all or any portion of the fees and expenses incurred by the Comptroller and the St. Louis Development Corporation but not to exceed the lesser of Nine Hundred Twenty-Six Dollars and no/100 (\$926.00) or 0.4% of the Notes outstanding on January 1 of each calendar year, plus any accumulated deficiency from previous years, unless the City has incurred costs pursuant to Section 7.15 of this Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes purchased by the Developer;

6.3.2 an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any TIF Notes on each Payment Date;

6.3.3 an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on each Payment Date;

6.3.4 an amount sufficient to pay the principal of any TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

6.3.5 all other remaining money in the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the TIF Note Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

If monies available in Special Allocation Fund are insufficient to reimburse the City or the Developer as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon.

The City agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen, for each fiscal year that TIF Obligations are

outstanding, a request for an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Obligations.

6.4 Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall require each "seller" (as that term is defined in Section 144.010(11) of the Missouri Revised Statutes, as amended) located on the Property to provide to the Comptroller of the City the following information:

6.4.1 Each "seller's" federal and state tax identification numbers.

6.4.2 Within thirty (30) days of the end of each calendar quarter, copies of a completed Tax Increment Financing District Quarterly Information Form for each "seller's" business located within the Redevelopment Area along with:

6.4.2.1 copies of all sales tax returns filed with the Missouri Department of Revenue (on Form 53-S.F. Missouri Department of Revenue or such successor form) with respect to the sales taxes originating from businesses located within the Redevelopment Area for such quarter. In the event that a "seller" has multiple business operations within the City, such "seller" shall file separate sales tax returns for the sales taxes originating from the business located within the Redevelopment Area.

6.4.2.2 copies of all earnings tax returns filed with the City (on Business Return Form 234 or such successor form) with respect to earnings taxes originating from the business located within the Redevelopment Area for such quarter. In the event that a business has multiple operations within the City, such business shall file separate earnings tax returns for the earnings taxes originating from the business located within the Redevelopment Area.

6.4.2.3 copies of all earnings tax withholding reports filed with the City (on Form W-10 or such successor form) with respect to earnings tax withholdings originating from the business located within the Redevelopment Area for such quarter. In the event that a business has multiple operations within the City, such business shall file separate earnings tax withholding reports for the earnings tax withholdings originating from the business located within the Redevelopment Area.

6.4.2.4 Within thirty (30) days of receipt, copies of monthly invoices received for utility services provided to the property on which the business within Redevelopment Area is located, including without limitation electric, water, natural gas, and telephone services, for such quarter.

The Developer (or its successor(s) in interest as an owner or owner(s) of any portion(s) of the Property) shall also request any purchaser or transferee of real property and any lessee or other user of real property located within the Redevelopment Area to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Redevelopment Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property). The Developer shall satisfy this requirement by including the obligations set forth in this Section within any deed conveying a portion of the property to or any lease entered into with any "seller."

6.5 Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues, shall use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE VII GENERAL PROVISIONS

7.1 Developer's Right of Termination. At any time prior to the delivery of the Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon the Redevelopment Project and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

7.2 City's Right of Termination. The City may terminate this Agreement if the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with **Section 3.7** of this Agreement and the schedule set forth in **Section 3.4** of this Agreement. Upon termination of this Agreement for any reason, the City shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

7.3 Developer to Report Project Costs and Revenue.

7.3.1 Total Project Costs. In addition to the documents required to be provided to the City under **Section 4.2** of this Agreement, upon final completion of the Redevelopment Project, Developer shall provide to the City itemized invoices, receipts, pay applications or other information evidencing the final cost of the entire Redevelopment Project.

7.3.2 Sales Price of Units. Within thirty (30) days after the close of the sale by Developer of each condominium unit located in the Redevelopment Area, Developer shall provide written notice to the City of the sales price for each such unit.

7.4 Successors and Assigns.

7.4.1 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

7.4.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of the Redevelopment Project, the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to assign the Developer's rights, duties and obligations under this Agreement to 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, (c) the right of Developer to sell a unit in the ordinary course of business; provided that in each such event (i) the Developer named herein (Minnesota Development Partners, L.L.C.) shall remain liable hereunder for the substantial completion of the Redevelopment Project and shall be released from such liability hereunder only upon substantial completion of the Redevelopment Project and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer.

7.4.3 Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the date that the Approving Ordinance was adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.5 Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

7.6 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended (but with respect to the times for performance set out in **Section 3.4** of this Agreement, only to the extent provided therein and established thereunder) in the event of any delay caused by force majeure, including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal

authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.7 Notices. All notices, demands, consents, approvals and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- (i) In the case of the Developer, to:

Minnesota Development Partners, L.L.C.
c/o Metropolitan Design and Building, Inc.
7174 Manchester Avenue
St. Louis, MO 63143
Attention: Jay Simon
Facsimile: (314) 781-7466

With a copy to:

Husch & Eppenberger, LLC
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson
Facsimile: 314-480-1505

- (ii) In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Executive Director for Development
Facsimile: 314-622-3440

And

City of St. Louis
Office of the Comptroller
City Hall
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller
Facsimile: 314-588-0550

With a copy to:

St. Louis Development Corporation
1015 Locust Street
Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz
Facsimile: 314-231-2341

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: James E. Mello

Facsimile: 314-621-5065

(iii) In the case of the St. Louis Development Corporation, to:

St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz
Facsimile: 314-231-2341

7.8 Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.9 Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to the Redevelopment Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer owns the Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that the Redevelopment Project will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair, all unaccrued liability of the City for any payments of principal or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event of such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a Note Purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.10 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

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

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

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

7.14 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.15 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.16 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as the Developer is the registered owner of the TIF Notes, in the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** of this Agreement.

7.17 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

7.17.1 The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

7.17.2 The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.17.3 The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

7.17.4 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

7.17.5 No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Obligations which may become due to any party under the terms of this Agreement.

7.17.6 The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Project or any particular portion thereof.

7.18 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, clauses (iii)-(v), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.19 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.6** of this Agreement), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

7.20 Non-Discrimination. The Developer agrees that, during the term of this Agreement and as an independent

covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.21 Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit G**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit G**, attached hereto and incorporated herein by reference.

**ARTICLE VIII.
REPRESENTATIONS OF THE PARTIES**

8.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

8.2 Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(The remainder of this page is intentionally left blank.)

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DEVELOPER”:

**MINNESOTA DEVELOPMENT PARTNERS, L.L.C.,
a Missouri limited liability Company**

By: _____

Name: _____

Title: _____

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

On this _____ day of _____, 2004, before me appeared Francis G. Slay, to me personally known, who,

Parcel Two: Part of Lots 1, 2, 3 and 4 in Block 1 of the Subdivision of part of Block Number 29 of the City Commons and in City Block Number 1431 of the City of St. Louis, having a front of 42 feet on the West line of Minnesota Avenue by a depth Westwardly of 105 feet 6 inches; bounded on the North by a line 45 feet South of the South line of Shenandoah Avenue.

Parcel Three: Part of Lots 1, 2, 3 and 4 in Block 1 of the Subdivision of part of Block Number 29 of the City Commons and Block Number 1431 of the City of St. Louis, having a front of 38 feet on the West line of Minnesota Avenue by a depth Westwardly of 105 feet 6 inches; bounded by a line 87 feet South of the South line of Shenandoah Avenue and South by an alley.

Parcel Four: The Western Five (5) feet of Lot Four (4) and all of Lot Five (5), subdivision of Oliver Quinette et al of Northeast ¼ Block 29 of the City Commons and in Block 1431 of the City of St. Louis, together fronting Thirty (30) feet on the South line of Shenandoah Avenue, by a depth Southwardly of 125 feet to an alley.

EXHIBIT B
Reimbursable Redevelopment Project Costs

The Redevelopment Project Costs falling within the categories outlined below constitute Reimbursable Redevelopment Project Costs under this Agreement, provided that such costs shall not exceed the aggregate amount of \$231,540 plus Issuance Costs as provided in this Agreement.

CATEGORY

- A. Acquisition Costs (as defined in Section 1.1 of this Agreement).
- B. Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
- C. Site Preparation and Improvements Costs (includes, but is not limited to, landscaping, street and sidewalk improvements, utility work and resetting of curbs).
- D. Building Construction, Rehabilitation or Reconstruction Costs (includes, but is not limited to, construction costs associated with the Redevelopment Project excluding any and all tenant finish costs).
- E. Financing Costs (includes, but is not limited to, loan fees, disbursing fees, construction monitoring and inspection fees, tax credit investor fees, lender's legal fees, loan appraisals, flood certificates, and any and all other costs incurred by the Developer in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
- F. Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
- G. Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, or special services).
- H. TIF Costs & Issuance Costs incurred by the Developer pursuant to **Section 2.2(i) – 2.2.(v)** of this Agreement.

EXHIBIT C
Form of Certificate of Commencement of Construction
DELIVERED BY
MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

The undersigned, Minnesota Development Partners, L.L.C. (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2004, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. All property within the Redevelopment Area necessary for the Redevelopment Project (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer in accordance with the Agreement.
2. Developer has entered into an agreement with a contractor or contractors to construct the Redevelopment Project.
3. Developer has obtained all necessary financing to complete the Redevelopment Project.
4. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the Redevelopment Project.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of _____, 20__.

MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

By: _____

Name: _____

Title: _____

**EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs**

TO:
City of St. Louis
Office of Comptroller
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Shenandoah Place Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2004 (the "Agreement"), between the City and Minnesota Development Partners, L.L.C., a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes: _____ No: X

9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, _____.

MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20__.

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

Approved for Payment this ____ day of _____, 20__.

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

<u>Payee:</u>	<u>Amount:</u>	<u>Description of Reimbursable Redevelopment Project Costs:</u>
---------------	----------------	---

**EXHIBIT E
Form of Certificate of Substantial Completion**

1. CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Minnesota Development Partners, L.L.C., a Missouri limited liability company (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2004, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Redevelopment Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and incorporated herein by reference, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
6. This Certificate of Substantial Completion is being issued by the Developer to the St. Louis Development Corporation and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the Redevelopment Project.
7. The acceptance (below) or the failure of the St. Louis Development Corporation and the Mayor or his designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the St. Louis Development Corporation and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

Upon such acceptance by the St. Louis Development Corporation and the Mayor or his designee, the Developer may record this Certificate in the office of the City's Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

By: _____
Name: _____
Title: _____

ACCEPTED:

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

**EXHIBIT F
Form of Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS
DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
Not to Exceed \$231,540
plus Issuance Costs
(See Schedule A attached)**

CITY OF ST. LOUIS, MISSOURI

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE
(Shenandoah Place TIF Redevelopment Project)
SERIES 2004**

Rate of Interest: Maturity Date: Dated Date: CUSIP Number:
[7%][5.5%] _____, 2027 _____ None

REGISTERED OWNER:

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

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and Minnesota Development Partners, L.L.C., (the "Developer"), dated as of _____, 2004 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ [Board Bill No. 427] adopted by the Board of Aldermen on _____, 2004 (the "Note Ordinance"), or if not therein, then the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY-THREE YEARS FROM THE DATE OF APPROVAL BY THE MAYOR OF THE APPROVING ORDINANCE APPROVING THE REDEVELOPMENT PROJECT WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity

or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the TIF Notes 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. The principal of or interest on this TIF Note shall be payable by check or draft at the office of the Finance Officer to the person in whose name this TIF Note is registered on the Register on each Payment Date. Except as otherwise provided in Section 208 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the TIF Notes is payable unless the Owner thereof has surrendered such TIF Notes at the office of the Finance Officer.

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Shenandoah Avenue TIF Redevelopment Project), Series 2004 issued in an aggregate principal amount of not to exceed \$231,540 plus Issuance Costs (the "Notes" or "TIF Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all TIF Revenues on deposit from time to time in the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTs Account of the Revenue Fund of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City's Treasurer by the City's Collector of Revenue who shall deposit such PILOTs into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATs Account of the Revenue Fund of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing district (as that term is defined in Section 99.805(16) of the Act) and 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 December 31, 2003 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000), and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) all in accordance with Section 99.845.3 of the Act, as may be amended from time to time.

All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues shall be applied, first from the EATs Account and then from the PILOTs Account, to payments on this TIF Note as follows:

First, to the Finance Officer of the City and the St. Louis Development Corporation, an amount sufficient to pay the fees and expenses incurred by the Finance Officer of the City and the St. Louis Development Corporation as provided for in the Redevelopment Agreement but not to exceed, in the aggregate, the lesser of \$926.22 or 0.4% of the Notes outstanding on January 1 of each calendar year, plus any accumulated deficiency from previous years, unless the City has incurred costs pursuant to Section 7.15 of the Redevelopment Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes purchased by the Developer;

Second, to the Debt Service Fund, an amount sufficient to pay all or any portion of past due interest owing as a result of prior deficiencies of moneys to pay interest due any TIF Notes on each Payment Date;

Third, to the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on such Payment Date;

Fourth, to the Debt Service Fund, an amount sufficient to pay the principal of any TIF Notes that are subject to redemption

pursuant to Section 302 of the Note Ordinance;

Fifth, to the City all other remaining money to be declared as surplus and distributed in the manner provided in the Act, subject to Section 403(c) of the Note Ordinance.

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in Section 403 of the Note Ordinance.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 7.1 AND 7.2 OF THE REDEVELOPMENT AGREEMENT.

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date as provided above.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. Upon surrender of such TIF Notes for redemption in accordance with such notice, the redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Registered Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF 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 OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (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 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any TIF Note for a new TIF Note of the same maturity and in the same principal amount as the Outstanding principal amount of the TIF Note that was presented for transfer or exchange. Any TIF Note presented for transfer

or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

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 TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

City Register

Approved as to Form:

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 TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Finance Officer 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 Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

Re: City of St. Louis, Missouri, Shenandoah Place Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2004 (the "Agreement"), between the City and Minnesota Development Partners, L.L.C., a Missouri limited liability company (the "Developer").

You are hereby requested and directed, pursuant to the Agreement, to issue TIF Note(s) in the amount of _____ to _____, Approval Investor.

Upon issuing the Note to _____, you will receive a purchase price for such TIF Note from _____. You are hereby directed to disburse such purchase price to the Developer pursuant to Section 5.2.3 of the Agreement.

Dated this _____ day of _____, 200__.

MINNESOTA DEVELOPMENT PARTNERS, L.L.C.

By: _____
Name: _____
Title: _____

Approved: March 30, 2004

**ORDINANCE #66241
Board Bill No. 427
Committee Substitute**

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED \$231,540 PLUS ISSUANCE COSTS PRINCIPAL AMOUNT OF TAX INCREMENT FINANCING ("TIF") REVENUE NOTES (SHENANDOAH PLACE TIF Redevelopment Project), SERIES 2004, OF THE CITY OF ST. LOUIS, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF THE TIF NOTES AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri (2000) as amended, (the "Act"), authorizes the City to undertake redevelopment projects within designated areas of the City; and

WHEREAS, staff and consultants of the City and Minnesota Development Partners, L.L.C., a Missouri limited liability company (the "Developer"), prepared a plan for redevelopment titled "Shenandoah Place Redevelopment Plan" dated December 23, 2003, as amended (the "Redevelopment Plan"), for an area which includes a parcel of land containing three buildings located at 2303, 2307 and 2311 Minnesota Avenue and 3110 Shenandoah Avenue (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, on _____, 2004, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. _____ [Board Bill No. 425] designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and authorizing certain actions by City officials; and (2) Ordinance No. _____ [Board Bill No. 426] authorizing the City to enter into a redevelopment agreement with Developer; and

WHEREAS, Pursuant to the Redevelopment Plan and Redevelopment Agreement, the City proposes to finance a portion of the costs of the Redevelopment Project by utilizing tax increment allocation financing in accordance with the Act; and

WHEREAS, the City desires to issue, from time to time, its Tax Increment Financing Revenue Notes (Shenandoah Place Redevelopment Project), Series 2004 (the "Notes"), to provide funds for the aforesaid purpose, said Notes being payable solely from certain proceeds deposited into the Special Allocation Fund; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the Notes from time to time at a private sale, without advertisement, to the Original Purchaser at a price equal to 100% of their face value; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and

of its inhabitants that the Notes be issued and secured in the form and manner as hereinafter provided to carry out the Redevelopment Project.

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

**ARTICLE I
DEFINITIONS**

Section 101 Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this ordinance (the "Ordinance"), the following capitalized words and terms, as used in this Ordinance, shall have the following meanings:

"Act" or "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri.

"Approved Investors" means (a) the Developer or a Related Entity, (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 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

"Approving Ordinance" means Ordinance No. _____ [Board Bill No. 425] adopted on _____, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, making certain finding with respect thereto, adopting tax increment financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing certain related actions by City officials.

"Authorized Denominations" means an initial amount of \$100,000 or any integral multiple of \$1,000 in excess thereof, except with respect to the TIF Note issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Note may be issued in any integral multiple of \$1,000, subject to the limitation provided in **Section 201** of this Ordinance.

"Authorizing Ordinance" means Ordinance No. _____ [Board Bill No. 426], adopted on _____, 2004, affirming adoption of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project, authorizing execution of a Redevelopment Agreement for the construction of the Redevelopment Project and making certain findings related thereto.

"Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; and (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"Bond Counsel" means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Certificate of Commencement of Construction" means a document substantially in the form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in accordance with the Redevelopment Agreement and evidencing commencement of construction of the Redevelopment Project.

"Certificate of Reimbursable Redevelopment Project Costs" means a document substantially in the form of Exhibit D to the Redevelopment Agreement provided by the Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit E to the Redevelopment Agreement issued by the Developer to the City in accordance with the Redevelopment Agreement.

"City" means the City of St. Louis, Missouri, a body corporate and political subdivision duly authorized and existing under the its charter and the Constitution and laws of the State of Missouri.

"Debt Service Fund" means the fund by that name created in **Section 401** of this Ordinance.

"Developer" means Minnesota Development Partners, L.L.C., a Missouri limited liability company, and/or its permitted successors or assigns in interest.

"Economic Activity Taxes" or "EATs" shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

"EATs Account" means the Economic Activity Tax Account of the Revenue Fund.

"Finance Officer" means the Comptroller of the City or her authorized agent.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Issuance Costs” means all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation, the fees and expenses of financial advisors and consultants, the City’s attorneys (including Special TIF Counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the St. Louis Development Corporation), underwriters’ discounts and fees, if any, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“Maturity Date” means the date that is twenty-three (23) years after the date of adoption of the Approving Ordinance.

“Original Purchaser” means the Developer or a Related Entity or an Approved Investor, which Related Entity or Approved Investor shall be designated by the Developer as the Original Purchaser.

“Owner” means, when used with respect to any TIF Note, the present holder of any of the TIF Notes.

“Payment Date” means, with respect to any TIF Note, each March 1 and September 1, commencing with the first March 1 or September 1 that immediately succeeds the City’s acceptance of the Certificate of Substantial Completion as provided in the Redevelopment Agreement.

“Payments in Lieu of Taxes” or “PILOTS” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“PILOTS Account” means the Payments in Lieu of Taxes Account of the Revenue Fund.

“Redevelopment Agreement” means that certain Redevelopment Agreement dated as of _____, 2004, between the City and the Developer, as may be amended from time to time.

“Redevelopment Area” means that portion of the Redevelopment Area as is legally described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “Shenandoah Place TIF Redevelopment Plan” as approved by the City on _____ 2004, pursuant to the Ordinance No. _____ [Board Bill No. 425]; as such plan may be amended from time to time in accordance with the TIF Act.

“Redevelopment Project” or “Shenandoah Place Project” means the redevelopment identified in the Redevelopment Plan consisting of the rehabilitation and renovation of the structures located at 2303, 2307 and 2311 Minnesota Avenue and 3110 Shenandoah Avenue into six residential units and associated on site parking, as further set forth in the Redevelopment Plan, and as approved by Ordinance No. _____ [Board Bill No. 425] on _____ 2004, as described in the Redevelopment Plan and as modified from time to time.

“Register” means the books for registration, transfer and exchange of the TIF Notes kept at the office of the Finance Officer.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs for which the Developer is eligible for reimbursement in accordance with the TIF Act and in accordance with the Redevelopment Agreement.

“Related Entity” means any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Special Allocation Fund” means the City of St. Louis, Missouri, Shenandoah Place Special Allocation Fund created by Ordinance No. _____ [Board Bill No. 426] adopted by the City on _____, 2004 and including the accounts and sub-accounts for the Shenandoah Place Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this including the PILOTS Account and an EATS Account.

“Taxable TIF Notes” means the City’s Taxable Tax Increment Revenue Notes (the Shenandoah Place TIF Redevelopment Project), Series 2004, as further described in Article II hereof.

“Tax-Exempt TIF Notes” means the City’s Tax-Exempt Tax Increment Revenue Notes (the Shenandoah Place TIF Redevelopment Project), Series 2004, as further described in Article II hereof.

“TIF Notes” means the not to exceed \$231,540 plus Issuance Costs Tax Increment Revenue Notes (Shenandoah Place TIF Redevelopment Project), Series 2004, issued by the City pursuant to and subject to this Ordinance in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property

located within the Redevelopment Area and any applicable penalty and interest over and above the initial equalized assessed value (as that term is described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Shenandoah Place Redevelopment Project and (2) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and 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 December 31, 2003, (subject to annual appropriation by the City as provided in the TIF Act), but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 Mo. Rev. Stat., and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as may be amended from time to time. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

Section 102 Rules of Construction. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of 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. The headings and captions herein are not a part of this document.
- (c) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (d) Whenever an item or items are listed after the word "including," such listing is not intended to be an exhaustive listing that excludes items not listed.

ARTICLE II AUTHORIZATION OF TIF NOTES

Section 201 Authorization of TIF Notes. There are hereby authorized and directed to be issued by the City two series of the TIF Notes in an aggregate principal amount not to exceed \$231,540 plus Issuance Costs. The TIF Notes shall be in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference.

Section 202 Description of TIF Notes.

- (a) Title of TIF Notes. There shall be issued one series of one or more Taxable TIF Notes in an aggregate principal amount not to exceed \$231,540 plus Issuance Costs authorized hereunder and one series of one or more Tax-Exempt TIF Notes in an aggregate principal amount not to exceed \$231,540 plus Issuance Costs less the aggregate principal amount of Taxable TIF Notes. The Taxable TIF Notes shall be designated "Taxable Tax Increment Revenue Notes (Shenandoah Place TIF Redevelopment Project), Series 2004". The Tax-Exempt TIF Notes shall be designated "Tax-Exempt Tax Increment Revenue Notes (Shenandoah Place TIF Redevelopment Project), Series 2004". The TIF Notes may have such further appropriate particular designation added to or incorporated in such title for the TIF Notes of any particular series as the City may determine.
- (b) Form of TIF Notes. The TIF Notes shall be substantially in the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance, 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.
- (c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III** hereof), on the date that is twenty-three (23) years after the date of adoption of the Approving Ordinance. Each TIF Note shall bear simple interest at a fixed rate per annum equal to (i) **seven percent (7%)** if the interest on such TIF Note is, in the opinion of Bond Counsel, not exempt from federal income taxation, or, (ii) **five and one-half percent (5 ½ %)** if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.
- (d) Denominations. The TIF Notes shall be issuable as fully registered TIF Notes in Authorized Denominations.
- (e) Numbering. Unless the City directs otherwise, each series of TIF Notes shall be numbered from R-1 upward.
- (f) Dating. The TIF Notes shall be dated as provided in **Section 207**, as evidenced by the Finance Officer's signature on **Schedule A** to each TIF Note.
- (g) Evidence of Principal Payments. The payment of principal of the TIF Notes on each Payment Date shall be noted

on the TIF Notes on **Schedule A** thereto. The TIF Notes and the original **Schedule A** thereto shall be held by the Finance Officer in trust, unless otherwise directed in writing by the Owners thereof. If the TIF Notes are held by the Finance Officer, the Finance Officer shall, on each Payment Date, send a revised copy of **Schedule A** via facsimile to the Owner. Absent manifest error, the amounts shown on **Schedule A** held by the Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.

(h) **Sale of TIF Notes.** When TIF Notes have been executed and authenticated as required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed in writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase price equal to one hundred percent (100%) of the face amount of the TIF Notes, which payment shall be deemed to have occurred under the circumstances described in **Sections 207 or 405** of this Ordinance.

Section 203 Finance Officer to Serve as Paying Agent and Registrar. The Finance Officer is hereby designated as the paying agent for the payment of principal of and interest on the TIF Notes and the bond registrar with respect to the registration, transfer and exchange of the TIF Notes and for allocating and holding funds as provided herein.

Section 204 Security for TIF Notes. All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Section 205 Method and Place of Payment of TIF Notes. The principal of and interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment shall be made by the Finance Officer at his/her offices on each Payment Date upon presentation of the applicable TIF Notes by a duly authorized representative of the Owner. Principal and interest shall be payable by check or draft at the office of the Finance Officer to the person in whose name such TIF Note is registered on the Register on each Payment Date.

Section 206 Registration, Transfer and Assignment. So long as the TIF Notes remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for the registration, transfer and exchange of the TIF Notes as herein provided. The TIF Notes when issued shall be registered in the name of the Original Purchaser thereof on the Register.

The TIF Notes and beneficial interest therein may only be purchased by or transferred or assigned to Approved Investors upon the execution by each proposed purchaser, transferee or assignee of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, stating that such purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the TIF Notes in particular, to enable the purchaser, transferee or assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be transferred and exchanged only upon the records of the City.

Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in minimum denominations or multiples of One Thousand Dollars (\$1,000), except with respect to the TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note which was presented for transfer or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

Section 207 Execution, Authentication and Delivery of the TIF Notes. Each of the TIF Notes, including any TIF Notes issued in exchange or as substitution for the TIF Notes initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the Finance Officer, attested by the manual or facsimile signature of the Register of the City, and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any TIF Note ceases to be such officer before the delivery of such TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any TIF Note may be signed by such persons who at the actual time of the execution of such TIF Note are the proper officers to sign such TIF Note although at the date of such TIF Note such persons may not have been such officers.

The Mayor and Finance Officer of the City are hereby authorized and directed to prepare and execute the TIF Notes as hereinbefore specified, and when duly executed, to deliver the TIF Notes to the Finance Officer for authentication.

The TIF Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Schedule**

A of **Exhibit B** hereto, which shall be manually executed by an authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the TIF Notes that may be issued hereunder at any one time. No TIF Note shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Finance Officer. Such executed certificate of authentication upon any TIF Note shall be conclusive evidence that such TIF Note has been duly authenticated and delivered under this Ordinance.

The TIF Notes shall be initially executed and authenticated by the City upon acceptance of the following: (i) a Certificate of Substantial Completion; (ii) a Certificate of Reimbursable Redevelopment Project Costs; and (iii) payment in full of all advances required to be paid under Section 2.2 of the Redevelopment Agreement and issued in accordance with the procedures outlined in Sections 5.2.2 and 5.2.3 of the Redevelopment Agreement.

Upon the Developer's satisfaction of the foregoing conditions and upon approval of each Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions from the Developer to issue a new TIF Note in a principal amount equal to such Reimbursable Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs. Thereupon, pursuant to **Section 202(h)**, the TIF Notes shall either be held or delivered to or upon the order of the party submitting the Certificate of Reimbursable Redevelopment Project Costs relating to such Notes.

Section 208 Mutilated, Lost and Stolen TIF Notes. If any mutilated TIF Note is surrendered to the Finance Officer or the Finance Officer receives evidence to his/her satisfaction of the destruction, loss or theft of any TIF Note and there is delivered to the Finance Officer such security or indemnity as may be required by it to save the City and the Finance Officer harmless, then, in the absence of notice to the Finance Officer that such TIF Note has been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen TIF Note, a new TIF Note with the same Maturity Date and of like tenor and principal amount. Upon the issuance of any new TIF Note under this Section, the City and the Finance Officer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. If any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new TIF Note.

Section 209 Cancellation, Discharge and Abatement of TIF Notes. All TIF Notes that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer, either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in accordance with existing security regulations upon the payment or redemption of such TIF Note and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate in duplicate describing the TIF Notes so cancelled and destroyed, and shall file an executed counterpart of such certificate with the City.

NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 7.1, 7.2 AND 7.8 OF THE REDEVELOPMENT AGREEMENT.

ARTICLE III. REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST

Section 301 Optional Redemption. The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption. The TIF Notes shall be called by the City for optional redemption pursuant to this Section without the necessity of any action by the City other than as provided in **Section 403** of this Ordinance. If only a partial redemption is to occur, then each TIF Note shall be redeemed in the order of maturity designated by the City, and within any maturity the TIF Notes shall be redeemed in Authorized Denominations by the City in such manner as it may determine. In the event of an optional redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes are owned by the Developer) and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of optional redemption shall be dated and shall contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer. The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Section 302 Special Mandatory Redemption. All TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, which amount of principal being redeemed shall be an amount equal to Available Revenues then on deposit in the applicable account of the Special Allocation Fund and which will not be required for the payment

of interest on such Payment Date.

Section 303 Selection of Notes to be Redeemed. TIF Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes or portions of TIF Notes to be redeemed shall be selected in Authorized Denominations by the Fiscal Agent in such equitable manner as it may determine. In the case of a partial redemption of TIF Notes when TIF Notes 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 TIF Note of the denomination of the minimum Authorized Denomination.

Section 304 Notice and Effect of Call for Redemption. In the event of any optional or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and
- (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption. All Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

ARTICLE IV. FUNDS AND REVENUES

Section 401 Creation of Funds and Accounts. There are hereby created or ratified and ordered to be established in the treasury of the City the Special Allocation Fund into which all TIF Revenues shall be deposited, and within it the following separate funds and accounts:

- (a) a Revenue Fund and, within it, (i) a PILOTs Account; and (ii) an EATs Account, into which all TIF Revenues shall be deposited;
- (b) a Debt Service Fund; and
- (c) a Project Fund.

Section 402 Administration of Funds and Accounts. The Special Allocation Fund and the funds and accounts established therein shall be maintained in the treasury of the City and administered by the City solely for the purposes and in the manner as provided in the Act, this Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any TIF Notes remain outstanding hereunder.

Section 403 Revenue Fund.

- (a) On or before the date that is five (5) days prior to each Payment Date while the TIF Notes remain outstanding, the City shall transfer all Available Revenues on deposit in the Special Allocation Fund for deposit into the Revenue Fund of the Special Allocation Fund.

Moneys in the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the EATs Account and then from the PILOTs Account, for the purposes and in the amounts as follows:

First, to the Comptroller and the St. Louis Development Corporation, an amount sufficient to pay all or any portion of the fees and expenses incurred by the Comptroller and the St. Louis Development Corporation but not to exceed the lesser of Nine Hundred Twenty-Six Dollars and 00/100 (\$926.00), or 0.4% of the Notes outstanding on January 1 of each calendar year, plus any accumulated deficiency from previous years, unless the City has incurred costs pursuant to Section 7.15 of the Redevelopment Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes purchased by the Developer;

Second, to the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any TIF Notes on each Payment Date;

Third, to the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on each Payment Date;

Fourth, to the Debt Service Fund, an amount sufficient to pay the principal of any TIF Notes that are subject to redemption pursuant to **Article III** of the Note Ordinance on each Payment Date;

Fifth, all other remaining money in the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the Act.

If monies available in the Special Allocation Fund are insufficient to reimburse the City as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next payment date, with interest thereon at the same rate as the tax-exempt TIF Obligations.

(b) Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

Section 404 Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended solely for (i) the payment of the principal of and interest on the TIF Notes as the same mature and become due or upon the redemption thereof, said TIF Notes all being subject to special mandatory redemption thereof, or (ii) to purchase Notes for cancellation prior to maturity.

(b) The City hereby authorizes and directs the Finance Officer to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the TIF Notes as the same become due and payable, and to make said moneys so withdrawn available for the purpose of paying said principal of and interest on the TIF Notes.

(c) After payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in this Ordinance), payment of the fees and expenses of the Finance Officer, and payment of any other amounts required to be paid under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

Section 405 Project Fund. Upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note pursuant to Section 207 of this Ordinance, to the extent the Note Purchaser is an Approved Investor other than the Developer, the City shall disburse the proceeds from the sale of the TIF Note to the Developer to reimburse the Developer for Reimbursable Redevelopment Project Costs in accordance with the terms of the Redevelopment Agreement. Upon the Acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note pursuant to Section 207 of this Ordinance, to the extent the Note Purchaser is the Developer, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Note and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in full for such costs from the amounts deemed to be on deposit in the Project Fund.

Section 406 Nonpresentment of Notes. If any TIF Note is not presented for payment when the principal thereof becomes due at stated maturity or prior redemption date, if funds sufficient to pay such TIF Note have been made available to the Finance Officer, all liability of the City to the Registered Owner thereof for the payment of such TIF Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Finance Officer to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such TIF Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said TIF Note. If any TIF Note is not presented for payment within five (5) years following the date when such TIF Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore held by it for payment of such TIF Note, and such TIF Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Finance Officer, and the City shall not be liable for any interest thereon and shall not be regarded as a Finance Officer of such money.

ARTICLE V. REMEDIES

Section 501 Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owner. The Owner shall have the right:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law of enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

Section 502 Limitation on Rights of Owner. The Owner secured hereby shall not have any right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 503 Remedies Cumulative. No remedy conferred herein upon the Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Owner, then, and in every such case, the City and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VI DEPOSIT AND INVESTMENT OF MONEYS

Section 601 Deposits of Moneys. All moneys deposited with or paid to the Finance Officer for the account of the various funds established under this Ordinance shall be held by the Finance Officer in trust and shall be applied only in accordance with this Ordinance. The Finance Officer shall not be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 602 Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance shall be invested by the City in Government Obligations or in time or demand deposits or in certificates of deposit issued by any bank having combined capital, surplus and undivided profits of at least Fifty Million Dollars (\$50,000,000) but only to the extent such time or demand deposits or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 701 Covenant to Request Appropriations. The City agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in **Section 403** of this Ordinance.

Section 702 Tax Matters. Neither the City nor the Developer shall use or permit the use of any proceeds of the Tax Exempt TIF Note to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause the Tax Exempt TIF Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use or permit the use of any proceeds of the Tax Exempt TIF Note, and shall not take or permit to be taken any other action or actions, which would result in the Tax Exempt TIF Note being treated as other than an obligation described in Section 103(a) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use any portion of the proceeds of the Tax Exempt TIF Note, including any investment income earned on such proceeds, in any manner that would cause the Tax Exempt TIF Note to be a "private activity bond" within the meaning of Section 141(a) of the Code. The officers of the City, including the Mayor and the Finance Officer, the Register and the Finance Officer, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Section.

Section 703 Payments Due on Saturdays, Sundays and Holidays. In any case where the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business day, then payment of principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the Payment Date, and no interest shall accrue for the period after such date.

Section 704 Notices, Consents and Other Instruments. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner 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 the TIF Note, if made in the following manner, shall be sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City 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 may be proved by a 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 such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the TIF Note, the amount or amounts and other identification of the TIF Note, and the date of holding the same shall be proved by the registration books of the City.

Section 705 Execution of Documents; Further Authority. The City is hereby authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF Notes and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The officers of the City, including without limitation the Mayor, the Finance Officer and the Register, are hereby authorized and directed to execute, and the City Register is hereby authorized and directed where appropriate to attest, all certificates, documents or other instruments, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 706 Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 707 Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable internal laws of the State of Missouri.

Section 708 Private Sale. The Board of Aldermen of the City hereby declares that it is in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF Notes would cause additional expense to the City and because the condition of the current financial markets makes such a public sale not feasible or the best course of action for the City.

Section 709 Termination. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that, if the Developer has not executed a redevelopment agreement pertaining to the Redevelopment Project within ninety (90) days after the effective date of this Ordinance, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Minnesota Development Partners, L.L.C. shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

EXHIBIT A Legal Description of Redevelopment Area

A tract of land in part of City Block 522-E of the City of St. Louis, Missouri, and more particularly described as follows:

Parcel One: Part of Lot Number 1, 2, 3 and 4 in Block 1 of the Subdivision of part of Block Number 29 of the City Commons and City Block Number 1431 of the City of St. Louis, having a front of 45 feet on the West line of Minnesota Avenue by a depth Westwardly of 105 Feet 6 inches; bounded North by Shenandoah Avenue.

Parcel Two: Part of Lots 1, 2, 3 and 4 in Block 1 of the Subdivision of part of Block Number 29 of the City Commons and in City Block Number 1431 of the City of St. Louis, having a front of 42 feet on the West line of Minnesota Avenue by a depth Westwardly of 105 feet 6 inches; bounded on the North by a line 45 feet South of the South line of Shenandoah Avenue.

Parcel Three: Part of Lots 1, 2, 3 and 4 in Block 1 of the Subdivision of part of Block Number 29 of the City Commons and Block Number 1431 of the City of St. Louis, having a front of 38 feet on the West line of Minnesota Avenue by a depth Westwardly of 105 feet 6 inches; bounded by a line 87 feet South of the South line of Shenandoah Avenue and South by an alley.

Parcel Four: The Western Five (5) feet of Lot Four (4) and all of Lot Five (5), subdivision of Oliver Quinette et al of Northeast ¼ Block 29 of the City Commons and in Block 1431 of the City of St. Louis, together fronting Thirty (30) feet on the South line of Shenandoah Avenue, by a depth Southwardly of 125 feet to an alley.

EXHIBIT B Form of Note

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS
DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered
No. R-__

Registered
Not to Exceed \$231,540
plus Issuance Costs
(See **Schedule A** attached)

CITY OF ST. LOUIS, MISSOURI

[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE
(Shenandoah Place TIF Redevelopment Project)
SERIES 2004

Rate of Interest:
[7%][5.5%]

Maturity Date: _____, 2027

Dated Date: _____

CUSIP Number:
None

REGISTERED OWNER:

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

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and Minnesota Development Partners, L.L.C., (the "Developer"), dated as of _____, 2004 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ [Board Bill No. 427] adopted by the Board of Aldermen on _____, 2004 (the "Note Ordinance"), or if not therein, then the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY-THREE YEARS FROM THE DATE OF APPROVAL BY THE MAYOR OF THE APPROVING ORDINANCE APPROVING THE REDEVELOPMENT PROJECT WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the TIF Notes 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. The principal of or interest on this TIF Note shall be payable by check or draft at the office of the Finance Officer to the person in whose name this TIF Note is registered on the Register on each Payment Date. Except as otherwise provided in Section 208 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the TIF Notes is payable unless the Owner thereof has surrendered such TIF Notes at the office of the Finance Officer.

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Shenandoah Avenue TIF Redevelopment Project), Series 2004 issued in an aggregate principal amount of not to exceed \$231,540 plus Issuance Costs (the "Notes" or "TIF Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all TIF Revenues on deposit from time to time in the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTs Account of the Revenue Fund of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City's Treasurer by the City's Collector of Revenue who shall deposit such PILOTs into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATs Account of the Revenue Fund of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing district (as that term is defined in Section 99.805(16) of the Act) and 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 December 31, 2003 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000), and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) all in accordance with Section 99.845.3 of the Act, as may be amended from time to time.

All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues shall be applied, first from the EATs Account and then from the PILOTs Account, to payments on this TIF Note as follows:

First, to the Finance Officer of the City and the St. Louis Development Corporation, an amount sufficient to pay the fees and expenses incurred by the Finance Officer of the City and the St. Louis Development Corporation as provided for in the Redevelopment Agreement but not to exceed, in the aggregate, the lesser of Nine hundred twenty-six dollars and 00/100 (\$926.00) or 0.4% of the Notes outstanding on January 1 of each calendar year, plus any accumulated deficiency from previous years, unless the City has incurred costs pursuant to Section 7.15 of the Redevelopment Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes purchased by the Developer;

Second, to the Debt Service Fund, an amount sufficient to pay all or any portion of past due interest owing as a result of prior deficiencies of moneys to pay interest due any TIF Notes on each Payment Date;

Third, to the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on such Payment Date;

Fourth, to the Debt Service Fund, an amount sufficient to pay the principal of any TIF Notes that are subject to redemption pursuant to Article III of the Note Ordinance;

Fifth, to the City all other remaining money to be declared as surplus and distributed in the manner provided in the Act.

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in Section 403 of the Note Ordinance.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 7.1 AND 7.2 OF THE REDEVELOPMENT AGREEMENT.

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date as provided above.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. Upon surrender of such TIF Notes for redemption in accordance with such notice, the redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Registered Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF 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 OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (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 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any TIF Note for a new TIF Note of the same maturity and in the same principal amount as the Outstanding principal amount of the TIF Note that was presented for transfer or exchange. Any TIF Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

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 TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

City Register

Approved as to Form:

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 TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Finance Officer 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 Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This TIF Note is one of the Series 2004 TIF Notes described in the within-mentioned Note Ordinance.

<u>Date</u> ⁽¹⁾	<u>Additions to Principal Amount</u> ⁽²⁾	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Finance Officer</u>
_____, ____	\$ _____	\$ _____	\$ _____	
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				

(1) Date of approval of each Certificate of Reimbursable Redevelopment Project Costs, as provided in Section 5.2 of the Redevelopment Agreement (which constitutes Date of Authentication with respect to such portion of the Note) or Payment Date.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject

to the limitation on the aggregate principal amount provided for in the Note Ordinance.

EXHIBIT C

Form of Letter of Representations

_____, 20__

City of St. Louis
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 311

Re: Not to Exceed \$231,540 (plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (Shenandoah Place TIF Redevelopment Project), Series 2004

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$231,540 (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (Shenandoah Place TIF Redevelopment Project), Series 2004 (the "TIF Notes"), issued by the City of St. Louis, Missouri (the "City"). The TIF Notes are secured in the manner set forth in Ordinance No. _____ [Board Bill No. 427] of the City adopted on _____, 2004 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the TIF Notes do not constitute an indebtedness of the City 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 TIF 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 TIF Notes as set forth in paragraph 6 below.
5. The undersigned is purchasing the TIF Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the TIF Notes, has no present intention of reselling the TIF Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF 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 TIF Notes as set forth in paragraph 6 below.
6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).
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 affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the TIF Notes in violation of this letter.
8. The undersigned has satisfied itself that the TIF Notes may be legally purchased by the undersigned.

Sincerely,

as Purchaser

By: _____
Title: _____

Approved: March 30, 2004

**ORDINANCE #66242
Board Bill No. 434**

An ordinance recommended by the Board of Estimate and Apportionment pertaining to the Affordable Housing Commission, appropriating from FUND 1110 AFFORDABLE HOUSING AND HEALTH CARE TRUST FUNDS, Cost Center 1430010, Five Million Dollars (\$5,000,000.00) to the Affordable Housing Commission to be used for the purposes set forth in Ordinance 65132, and containing an emergency clause.

WHEREAS, there remains in the available balance of the Affordable Housing Trust Fund an unappropriated amount in excess of Five Million Dollars (\$5,000,000.00).

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

SECTION ONE. Pursuant to the recommendation of the Board of Estimate and Apportionment, there is hereby appropriated a supplemental appropriation, amending Ordinance 65871 in the amount of Five Million Dollars (\$5,000,000.00) from FUND 1110 AFFORDABLE HOUSING TRUST FUND to the Affordable Housing Commission to be used for the purposes set forth in Ordinance 65132, including, but not limited to, loans and grants.

SECTION TWO. This being an ordinance necessary for the immediate preservation of the public peace, health and safety it is hereby declared to be an emergency ordinance as provided for by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his veto.

Approved: March 30, 2004

**ORDINANCE #66243
Board Bill No. 435**

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT APPROVING A NEW CITY GAMING DEVELOPMENT PLAN KNOWN AS THE CITY OF ST. LOUIS REPORT TO THE GAMING COMMISSION OF THE STATE OF MISSOURI, FEBRUARY, 2004; APPROVING A TERM SHEET BY AND AMONG THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, THE PORT AUTHORITY OF THE CITY OF ST. LOUIS, THE ST. LOUIS DEVELOPMENT CORPORATION AND PINNACLE ENTERTAINMENT, INC. WITH RESPECT TO THE CONSTRUCTION AND OPERATION OF A GAMING FACILITY AND A RELATED MIXED-USE DEVELOPMENT IN THE CITY OF ST. LOUIS; AFFIRMING THE AUTHORIZATION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS TO NEGOTIATE AND EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS AND PINNACLE ENTERTAINMENT, INC. WITH RESPECT TO SUCH REDEVELOPMENT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; CONTAINING A SEVERABILITY CLAUSE; AND CONTAINING AN EMERGENCY CLAUSE.

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

WHEREAS, the Land Clearance for Redevelopment Authority of the City of St. Louis is a body corporate and politic and is duly constituted according to the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 of the Revised Statutes of Missouri, as amended (the "LCRA Law"); and

WHEREAS, on January 21, 1981, pursuant to Ordinance No. 58215, the Board of Aldermen found that certain property along the downtown St. Louis riverfront constituted a blighted area as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Area"); and

WHEREAS, the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") thereafter prepared and submitted to the City for its review and approval a redevelopment plan titled "Redevelopment Plan for the Riverside Urban Redevelopment Area," dated January 21, 1981 (the "Redevelopment Plan"); and

WHEREAS, on March 25, 1981, the Board of Aldermen approved the Redevelopment Plan pursuant to Ordinance No. 58272 (the "Approving Ordinance"); and

WHEREAS, the Port Authority of the City approved a gaming development plan titled "The City of St. Louis Report to the Gaming Commission of the State of Missouri, October 25, 1993" which plan is on file with the Missouri Gaming Commission; and

WHEREAS, the Port Authority of the City of St. Louis (the "Port Authority") and the LCRA, in cooperation with the St. Louis Development Corporation ("SLDC") published a Request for Proposals on August 3, 2003 in the St. Louis Post-Dispatch and August 7, 2003, in the St. Louis American, newspapers of general circulation within the City, soliciting proposals for the construction

of a gaming facility and mixed-use development within the Area, and made such Request for Proposals available for potential redevelopers of the Area; and

WHEREAS, Pinnacle Entertainment, Inc., in response to the solicitation of proposals from redevelopers, submitted its redevelopment proposal dated November 14, 2003 for a development within the Riverside Urban Redevelopment Area in downtown St. Louis (the "Proposal"); and

WHEREAS, the Proposal calls for development of an approximately 75,000 square foot gaming facility and related parking structure within the Area, as well as construction and renovation of portions of the Area into commercial and residential space (the "Redevelopment Project"); and

WHEREAS, on January 15, 2004, the Port Authority and LCRA, acting on a recommendation by an eight-member selection committee, determined to pursue the Proposal of Pinnacle Entertainment, Inc. ("Redeveloper") and negotiate a redevelopment agreement with Redeveloper; and

WHEREAS, the Redevelopment Project is of economic significance to the City and will promote the public health, safety, morals and general welfare of the City; and

WHEREAS, in order to facilitate construction of the Redevelopment Project, the City desires to replace The City of St. Louis Report to the Gaming Commission of the State of Missouri, October 25, 1993 by adopting an ordinance that approves a new gaming development plan titled The City of St. Louis Report to the Gaming Commission of the State of Missouri, February, 2004, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, on February 24, 2004, the Board of Commissioners of the LCRA approved the form of the Term Sheet by resolution number 04-LCRA-7615; and

WHEREAS, on February 24, 2004, the Board of Commissioners of the Port Authority approved the form of the Term Sheet by resolution number 04-PT-5E; and

WHEREAS, the City acknowledges and anticipates that the LCRA, the Port Authority and SLDC, acting on behalf of and for the benefit of the City, has or may execute a term sheet with the Redeveloper pertaining to the Redevelopment Project (the "Term Sheet"); and

WHEREAS, the City anticipates and desires that LCRA will negotiate and execute a redevelopment agreement with Redeveloper based on the provisions set forth in the Term Sheet and for the benefit of the City (the "Redevelopment Agreement"); and

WHEREAS, the Board of Aldermen finds that it is desirable and in the best interests of the City to approve The City of St. Louis Report to the Gaming Commission of the State of Missouri, February, 2004 and implement the Redevelopment Project in order to encourage and facilitate the redevelopment of the Area; and

WHEREAS, the Board of Aldermen finds that the terms of the Term Sheet, attached as **Exhibit B** hereto and incorporated herein by reference, are acceptable and that the execution and delivery of the Term Sheet by the LCRA, Port Authority and SLDC is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the LCRA is authorized, pursuant to the Redevelopment Plan and Section 99.420 of the LCRA Law, to enter into redevelopment agreements pertaining to redevelopment of the Area; and

WHEREAS, the Board of Aldermen finds that negotiation and execution, by LCRA, of a Redevelopment Agreement based on provisions set forth in the Term Sheet is consistent with the LCRA Law, the Approving Ordinance and the Redevelopment Plan, and that performance by LCRA and the Redeveloper of their respective obligations under the Redevelopment Agreement is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

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

Section One. The Board of Aldermen hereby adopts the foregoing recitals as findings.

Section Two. The gaming development plan known as The City of St. Louis Report to the Gaming Commission of the State of Missouri, October 25, 1993 executed by the Port Authority of the City and on file with the Missouri Gaming Commission is hereby replaced with The City of St. Louis Report to the Gaming Commission of the State of Missouri, February, 2004 which is hereby adopted and approved. A copy of The City of St. Louis Report to the Gaming Commission of the State of Missouri, February, 2004 is attached hereto as **Exhibit A** and incorporated herein by reference.

Section Three. The Board of Aldermen hereby affirms that the attached Term Sheet and the Redevelopment Agreement contemplated by said Term Sheet are in the best interest of the City and in conformance with The City of St. Louis Report to the Gaming Commission of the State of Missouri, February, 2004. Accordingly, the Executive Director of the LCRA or his designated

representative, is hereby authorized to take all necessary actions to implement the Term Sheet, attached hereto as **Exhibit B** and incorporated herein by reference.

Section Four. The Board of Aldermen finds and determines that the LCRA is authorized, pursuant to Section 99.420 of the LCRA Law and the Redevelopment Plan, to enter into a Redevelopment Agreement pertaining to redevelopment of the Area, and that negotiation and execution, by LCRA, of a Redevelopment Agreement based on provisions set forth in the Term Sheet is consistent with the LCRA Law, the Approving Ordinance and the Redevelopment Plan, and that performance by LCRA and the Redeveloper of their respective obligations under the Redevelopment Agreement is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

Section Five. The Board of Aldermen finds and affirms that the Executive Director of the LCRA or his designated representative is authorized, pursuant to the LCRA Law, the Approving Ordinance and the Redevelopment Plan, to take any and all actions to negotiate, execute and deliver, for the benefit of the City, a Redevelopment Agreement and any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters described herein.

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

Section Seven. Passage of this Ordinance being deemed necessary for the immediate preservation of public health, morals, safety and the general welfare of the residents of the City of St. Louis, it is hereby declared to be an emergency within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall become effective immediately on its passage and approval by the Mayor.

EXHIBIT A

GAMING DEVELOPMENT PLAN OF THE CITY OF ST. LOUIS

REPORT TO THE MISSOURI GAMING COMMISSION

February, 2004

In accordance with Section 313.812 of the Missouri Revised Statutes, the City of St. Louis submits the following plan to the Missouri State Gaming Commission. The plan addresses:

- I. RECOMMENDED NUMBER OF LICENSES**
- II. RECOMMENDED LICENSEE OR LICENSEES**
- III. COMMUNITY ECONOMIC DEVELOPMENT IMPACT AND AFFIRMATIVE ACTION PLAN**
- IV. PROPOSED REVENUE SHARING WITH OTHER LOCALITIES**
- V. ADDITIONAL CITY INFORMATION**
- VI. INFORMATION THE MISSOURI GAMING COMMISSION DETERMINES NECESSARY**
- I. RECOMMENDED NUMBER OF LICENSES**

The policy of the City of St. Louis is to recommend to the Missouri Gaming Commission ("MGC") to limit the number of gaming licenses in the City to any license(s) currently existing at the time of adoption of this plan and one additional license, with an emphasis on attracting the highest quality operations.

The City may determine a need to reassess its policy regarding number of City gaming licenses after a seven (7) year period to determine whether conditions warrant an amendment of this policy and recommendation of any additional licenses.

II. RECOMMENDED LICENSEE OR LICENSEES

In August of 2003, the City through its Port Authority and Land Clearance for Redevelopment Authority issued a "Request for

Proposals” (RFP) for the development of a gaming facility and related mixed use development in an area along the central riverfront in the City of St. Louis. A City Selection Committee received, reviewed and evaluated two (2) proposals. The Selection Committee determined that both proposals were quality gaming proposals but, pursuant to an evaluation based upon the RFP criteria, the City is recommending and supporting Pinnacle Entertainment, Inc. (Pinnacle) for licensure by the MGC. The President Casino at the Admiral is also licensed in the City of St. Louis.

III. COMMUNITY ECONOMIC DEVELOPMENT IMPACT AND AFFIRMATIVE ACTION PLAN

The City of St. Louis wishes to expand its economic development through the utilization of a gaming-based development within the boundaries of the City. In addition, the City wishes to secure gaming development that will include other complementary development, including entertainment, retail, parking and residential development in the area adjacent to the gaming facility. The City is particularly interested in a comprehensive “boat-in-a-moat” project whereby the excursion gaming boat would be located within a constructed basin off the river channel and would be connected to other, land-based development.

In assessing the economic impact of the Pinnacle proposal, the City through its Port Authority and Land Clearance for Redevelopment Authority retained the services of a financial consulting team comprised of Stifel, Nicolaus & Company, Inc., PGAV Urban Consulting and Columbia Capital to review and evaluate the proposals. Pinnacle has provided the following description of the proposed project and economic benefits to the City.

Total Investment:	\$257.7 million (\$200 million total construction, \$7.7 million land, \$50 million residential/retail commitment) plus the cost of tenant improvements.
Casino size:	75,000 sq. ft. on a single level 2,000 slots 40 tables
Jobs:	1,300 FTE projected and 1,157 FTE guaranteed (well paying with full benefits) for operations for the first year; staffing equivalent to similar luxury hotel/casino developments thereafter.
Hotel rooms:	200 luxury rooms Four Seasons Hotel, Fairmont, St. Regis, Intercontinental or other City approved luxury hotel.
Resident/Retail:	\$50 million commitment to residential housing either on site in a high end luxury condominium tower or in newly constructed mid to upper end housing projects elsewhere within downtown St. Louis or City approved retail development(s) within downtown St. Louis.
Parking:	2,000 parking spaces Parking garage
Restaurants:	3+ (including high quality buffet).
Lounge/night clubs:	1 Entertainment lounge/several bars.
Retail and Other	Gift, retail shops, full service salon and spa and health club Amenities: totaling a minimum of 30,000 sq. ft.
Convention/ meeting space:	12,000 sq. ft.

Infrastructure improvements necessary to support the proposed development.

Direct employee benefits for the first year of operation shall be at least thirty percent (30%) of payroll. Thereafter, the number of employees and percentage of direct employee benefits to payroll shall be consistent with the staffing and benefits at similar luxury hotel and casino developments in the continental United States. In order to encourage employment of City residents, minorities and women, the prospective licensee will work with the St. Louis Agency for Training and Employment (“SLATE”) and the Federal Empowerment Zone to develop a recruitment and job training program designed to achieve and maintain its MBE/WBE objectives. Further, the prospective licensee will sponsor a cafeteria plan for its employees pursuant to which employees can direct a portion of their income for, among other things, childcare expenses. The cafeteria plan shall be subject to the approval of any union that may sign a collective bargaining agreement with the prospective licensee.

The licensee is required to comply with the Mayor’s Executive Order #28, as amended, during the design, construction and operation of the Project and with respect to ongoing services provided by third parties to the Redeveloper. The City shall be provided with a compliance plan for construction at the time of design submission and an ongoing and comprehensive compliance plan at the time of licensure. Said plan, which will include the aforementioned elements of design, construction and operation will be approved by the City and monitored by the City’s MBE/WBE Contract Compliance Officer.

IV. PROPOSED REVENUE SHARING WITH OTHER LOCALITIES

This City is willing to consider revenue sharing opportunities with St. Louis County, Missouri.

V. ADDITIONAL CITY INFORMATION

The City envisions that the proposed development will be the impetus for a greater overall development of the City's central riverfront and the Riverside Redevelopment Area in particular making this area a destination for tourists and residents to enjoy premier entertainment and retail as well as the establishment of a residential base within the area.

The City may supplement or update this plan by amendment or replacement as it deems proper. Any non substantial modification or amendment of the plan may be made by approval of the Land Clearance for Redevelopment Authority of the City of St. Louis.

VI. INFORMATION THE MISSOURI GAMING COMMISSION DETERMINES NECESSARY

The City and its Authorities will provide any additional information requested by the Commission.

EXHIBIT B

Form of Term Sheet

(Attached hereto)

EXHIBIT B

NEW RIVERFRONT CASINO AND MIXED-USE DEVELOPMENT TERM SHEET

Redeveloper: PINNACLE ENTERTAINMENT, INC., a publicly traded company headquartered in Las Vegas, Nevada (the "**Redeveloper**").

Project Area: An area bounded by Carr Street, North Second Street, Dr. Martin Luther King Drive and North Third Street consisting of approximately 7.27 acres which is owned by Redeveloper.

Redevelopment Agreement: The City of St. Louis, by and through the Land Clearance for Redevelopment Authority of the City of St. Louis (the "**LCRA**"), the Port Authority of the City of St. Louis (the "**Authority**") and the St. Louis Development Corporation (the "**SLDC**"), for itself and as Agent for LCRA, (collectively, the "**City**") and the Redeveloper have agreed to undertake the negotiation of a Redevelopment Agreement incorporating the following terms:

1. Project - The Redeveloper shall construct a luxury class gaming and multi-use development within the Project Area generally in accordance with its initial response and supplemental responses, as amended by its written or oral statements to the Selection Committee, (the "**Project**") to the City's Request For Proposals For Development and Operation of a Gaming Facility and Related Mixed-Use Development in the City of St. Louis, Missouri dated November 14, 2003, as amended, (the "**Proposal**"). The Project shall, at a minimum, contain the elements and features set forth in Exhibit A ("**Essential Elements**") and as otherwise provided in this Term Sheet and the Redevelopment Agreement.
2. Project Modifications - The Redeveloper may modify its Proposal and the boundaries of the Project Area to include any property located within the boundaries of North Third Street, Dr. Martin Luther King Drive, Biddle Street and Leonor K Sullivan Drive (the "**Gaming Redevelopment Area**") with the advance written consent of the LCRA, which consent shall not be unreasonably withheld, provided that there is no reduction in Essential Elements.
3. Improvements - In addition to the Essential Elements listed on Exhibit A, the Essential Elements shall include, at a minimum, the improvements set forth on Exhibit B (the "**Improvements**"). The City shall not be required to contribute any out-of-pocket funds to the Improvements with respect to the initial construction and installation of the Improvements. To the extent allowed by law, the Redevelopment Agreement shall include language under which the Redeveloper controls and owns the Improvements subject to standards of maintenance approved by the City. Upon completion of the Improvements, the Redeveloper or the business development district that may be established pursuant to the Redevelopment Agreement, will enter into a maintenance agreement with the City agreeing to maintain the Improvements at Redeveloper's sole expense. Upon City's approval, the Redeveloper may take advantage of any state or federal funds that might be available for such Improvements. The City shall not be obligated to seek state or federal funds on behalf of Redeveloper. The total costs of the Improvements paid from private non-governmental sources shall be credited toward the required \$200 million expenditure.
4. LCRA Property Option - In order to assist Redeveloper's efforts to provide the Essential Elements of the Project, in a manner that is in the best interest of the City with respect to redeveloping the Laclede's Landing area generally and the Gaming Redevelopment Area specifically, including but not limited to the residential/retail element as provided in Section 8 hereof, the Redevelopment Agreement shall provide for an option agreement wherein the LCRA options to ground lease to the Redeveloper all properties it presently owns or subsequently acquires within the Gaming Redevelopment Area during the option period ("**Option Agreement**"). The Option Agreement shall be for a term of eighteen (18) months from the date the Redeveloper is selected for investigation by the Missouri Gaming Commission (the "**MGC**") with a one year

renewal provision at the discretion of the Redeveloper. Payment for the Option Agreement shall be \$300,000 for each option period. Under the terms of the Option Agreement, LCRA shall make available to the Redeveloper up to seven acres under a ground lease. The final terms of the Option Agreement and any subsequent ground lease shall be as mutually agreed by the parties. In consideration of the Option Agreement, the Redevelopment Agreement shall provide that within ninety (90) days of LCRA's execution of the Redevelopment Agreement, the LCRA shall have assigned to the Redeveloper the exclusive right to develop the Project Area in a form reasonably satisfactory to the Redeveloper which shall include the full release of Wharfside Development Corporation to development rights to the Project Area and under the Master Parcel Development Agreement and which shall be sufficient to eliminate the exceptions from coverage related to the Master Parcel Agreement for the Riverside Urban Redevelopment Area included on Redeveloper's title insurance policy.

5. Supplemental Services – In addition to maintaining and operating the Improvements, the Redeveloper and City shall cooperate to design and form a Community Improvement District (“CID”) which will, at a minimum, include an area bounded by Carr Street, Dr. Martin Luther King Drive, Fourth Street and the center of the Mississippi River (the “**Project CID**”) that will generate \$365,000 per year for the purpose of security, public improvements, including the Improvements, maintenance and improving and enhancing the environs in the immediate vicinity of the Project Area (“**Supplemental Services**”). To the extent the Project CID generates sufficient revenues per year, the Project CID shall make, by January 31st of each year commencing on the January 31st immediately following licensure of the Redeveloper for the Project, an annual payment to the CID Board in the amount of \$365,000 (subject to a CPI increase commencing on the third anniversary date of the initial payment) for Supplemental Services. The Redeveloper shall participate in the Project CID and will not challenge any imposition of a special assessment by the Project CID, provided that (i) other property owners within the Project CID agree to the same level of special assessment as Redeveloper, (ii) the representation on the Project CID Board of Directors reflects the financial contribution to the Project CID, and (iii) the special assessment is not based on parking or gaming activities. Assuming the formation and participation by Redeveloper in the Project CID as contemplated by this Section 5, in the event the Project CID fails to generate the full payment of \$365,000 for Supplemental Services in any given year (subject to CPI increases beginning on the third anniversary date of the initial payment), Redeveloper shall pay to the CID Board the difference between the amount of revenues generated by the Project CID and \$365,000 (subject to CPI increases beginning on the third anniversary date of the initial payment). In the event, through no fault of Redeveloper, that the Project CID is not formed and/or not operating as contemplated in this Section 5, the Redeveloper shall pay to LCRA \$165,000 annually for Supplemental Services (subject to CPI increases beginning on the third anniversary date of the initial payment) until such time as the Project CID is formed and operating in the manner contemplated in herein.
6. City Services Fee – In consideration of the City's cooperation regarding certain City actions, including but not limited to, vacation of streets and rights-of-way, and to assure the continued delivery of quality City services related to the Project, the Redeveloper shall make, by January 31st of each year commencing on the January 31st immediately following licensure of Redeveloper for any Project located in St. Louis County (the “**County**”) which opens within seven (7) years of the initial licensure of the Project, an annual payment to the City of \$1,000,000 (the “**City Services Fee**”). The City, at its discretion, shall use these proceeds for services and capital improvements within the downtown area. This City Services Fee shall be in addition to all other payments by the Redeveloper to the City pursuant to this Term Sheet and otherwise required by law.
7. Minimum Development Standards – The Project shall be constructed as a luxury class, fully integrated mixed-use development. Total capital investment by the Redeveloper shall be at least \$207.7 million. The Redeveloper shall provide as part of the Project a luxury hotel equal in quality to Four Seasons Hotels located in major metropolitan areas within the continental United States. In the event an alternate brand of hotel other than the Four Seasons is chosen as part of the Project, and such alternate brand is one other than Fairmont or St. Regis or Intercontinental, the City, in its sole discretion, shall approve in writing such other hotel. All designs and materials related to the Project shall be approved by the LCRA and no material change to design or materials shall occur without prior written LCRA approval.
8. Residential Development – Redeveloper shall exercise best efforts to construct a luxury condominium project associated with the luxury class hotel provided in Section 7 above. Total capital investment by the Redeveloper and/or its development partners, shall be at least \$50 million. In the event Redeveloper and City mutually agree, based on the determination of an independent third party acceptable to both the City and the Redeveloper, that such condominium is economically unfeasible, Redeveloper shall provide, at a cost to Redeveloper and/or its development partners of at least \$50 million, either (i) other newly constructed housing for sale to owner-occupants within an area comprising the currently existing downtown CID (the “**Downtown CID**”) or the Project CID or (ii) one or more retail or mixed use developments within the Downtown CID or Project CID. Redeveloper shall submit its alternate plans to LCRA for review and approval as to location and quality at least 120 days prior to the date residential or retail construction is scheduled to commence and shall obtain LCRA's approval prior to the time construction is to commence. If requested by Redeveloper, the City shall consider tax abatement and/or other incentives to assist in assuring the economic feasibility of new residential, excluding the luxury condominium project associated with the luxury class hotel, retail or mixed use development that includes a significant amount of retail. In no event shall Redeveloper seek tax abatement for any residential project which includes the renovation or rehabilitation of an existing structure. In the event Redeveloper and/or its development partners fail to meet said \$50 million capital investment commitment within sixty (60) months after the opening of the hotel and casino, Redeveloper shall pay to the City an additional City Services Fee, in the amounts set forth below, on January 31st of each year, commencing on the January 31st immediately following the expiration of the sixty (60) months, until such time as Redeveloper has met its \$50 million capital commitment from private sources (including but not limited to a loan or grant). To the extent Redeveloper expends funds or becomes contractually obligated to third parties for the residential or retail

developments specified above in any year that the additional City Service Fee is due, the City Service Fee owed in any given year shall be credited by an amount equal to the percentage of the \$50 million commitment which has been met by Redeveloper as a result of funds so expended or contracted, provided that if the actual construction of the residential or retail development contracted for does not commence within one year of the date such contract was executed, the additional City Service Fee amount credited shall become immediately due and payable. For illustration purposes only, based on the following schedule, in the event Redeveloper is obligated by contract to a third party for \$2,000,000 in Year One, such amount being 4% of the \$50 million commitment, the City Service Fee of \$1,000,000 would be reduced by 4% or \$40,000.

The following schedule of additional City Service Fees shall apply:

Year One	\$1,000,000
Year Two	\$2,000,000
Year Three and thereafter	\$2,000,000 (subject to a yearly CPI increase commencing on the third anniversary date of the initial payment)

9. Schedule and Date.

<u>Schedule</u>	<u>Date</u>
Term Sheet approval by LCRA and Authority	Feb. 24, 2004
Redevelopment Agreement executed	March 19, 2004
Submission of Gaming Application and Design Hearing Petition to MGC	March 31, 2004
Submission of Code compliant Plans and Specifications and evidence of Financing Commitment to City	Not later than 6 months from the date of MGC Design Approval
Casino and Hotel Construction initiated	Not later than 30 days from City Approvals and Permits
Casino and Hotel completed, licensed and opened	Not later than 18 months from the date of the initiation of construction
New Residential/Retail Construction completed	Not later than 60 months from the date of the licensing and opening of the Casino and Hotel

10. Force Majeure Provisions – The City recognizes that due to the regulatory nature of this venture and the complexity of coordinating a mixed-use project in an urban setting, delays outside the control of the Redeveloper may occur. The City agrees to incorporate a reasonable force majeure provision into the final Redevelopment Agreement, provided that force majeure will not be granted in connection with any administrative proceeding or litigation related to the acceptability of the Project Area for casino operations.

11. Termination by Redeveloper – The Redevelopment Agreement shall include a provision allowing Redeveloper to terminate the final Redevelopment Agreement in the event that (i) the Missouri gaming laws are changed to prohibit excursion gambling boats and/or gambling games and devices in Missouri before or after the opening of the casino, or (ii) there is an enactment by a governmental authority of taxes so significant that the operation of the casino business is no longer profitable as substantiated by a financial analysis performed by an independent third party acceptable to both the City and Redeveloper. The Redevelopment Agreement shall condition any such termination upon the closing or abandonment by Redeveloper of any other gambling projects within Missouri. The Redevelopment Agreement shall provide that in the event Redeveloper terminates the Redevelopment Agreement, the parties will take all reasonable and necessary actions and execute and deliver the necessary documents to rescind and cancel the Redevelopment Agreement.

12. Gaming Related Licensing – The City shall cooperate with the Redeveloper during all phases of licensing before the MGC including, but not necessarily limited to, the following:

- a. the City shall amend its gaming development plan on file with the MGC to conform to the Project prior to the execution of the Redevelopment Agreement;
- b. the City shall sponsor and recommend to the MGC the selection of Redeveloper for investigation and licensing for the Project located in the City on terms and conditions set forth in the Redevelopment Agreement;
- c. the Redevelopment Agreement shall provide that design changes and regulatory requirements dictated by MGC or other legal or governmental authorities shall not be considered material modifications to the Project unless said changes or requirements have the effect in quantity and/or quality of reducing any of the Essential Elements;

- d. subject to Section 13 below, the City shall diligently pursue a resolution by the MGC in connection with the Redeveloper's application and selection for investigation ("**MGC Resolution**") that the MGC will not select or process any other riverboat gaming application for investigation which application proposes a project within twenty-five (25) miles of the Project Area for a period commencing upon the date that the MGC selects the Redeveloper and the Project for investigation and terminating on the date that is seven (7) years following the initial date of licensure of the Redeveloper for the Project.

The parties agree that the provisions of this Section do not and will not apply to:

- (i) Licensed projects in existence at the time of execution of the Redevelopment Agreement. For purposes of the Redevelopment Agreement, existing licensed projects shall include, but not be limited to, the replacement of existing excursion gambling boat and/or a change in ownership of existing licensed projects; or
 - (ii) Redeveloper's current proposal for a competing gaming project submitted to the County.
13. Competing Projects - The Redeveloper will not object to a requirement that it will open no other gaming facility within twenty-five (25) miles of the Project Area for a period of one (1) year commencing upon the date of licensure of the Redeveloper for the Project.
14. County Project Agreement – In the event Redeveloper is selected for investigation by the MGC for a competing project in the County, the City will use its reasonable efforts to enter into a county project agreement with the County detailing the reasonable terms and conditions, including economic terms, under which the City will lease or otherwise provide access to City-owned and/or controlled property necessary for the County project.
15. Performance Guaranty – In order to secure the timely opening of the casino and hotel, the Redeveloper will enter into construction contracts secured by payment and performance bonds which include normal penalties for failing to meet the completion date. Unless otherwise permitted or agreed to, and provided that the MGC provides for at least a one (1) year separation between the licensure of the Project and the licensure of any other gaming facility of the Redeveloper within twenty-five (25) miles of the Project Area, in the event the casino and hotel are not opened within eighteen (18) months of the commencement of construction, the Redeveloper shall pay to the City \$500,000 and in the event the casino and hotel are not opened within twenty-four (24) months of the commencement of construction, the Redeveloper shall pay to the City an additional \$500,000. Failure to timely open the casino and hotel shall not effect the schedule for the residential/retail component of the Project. In the event the Redeveloper (i) fails to open the casino and hotel within thirty (30) months of the commencement of construction provided that the MGC provides for at least a one (1) year separation between the licensure of the Project and the licensure of any other gaming facility of the Redeveloper within twenty-five (25) miles of the Project Area, or, in the alternative, eighteen (18) months from the date of the commencement of construction in the event that the MGC does not provide for at least a one (1) year separation between licensure of the Project and licensure of any other gaming facility of the Redeveloper within twenty-five (25) miles of the Project Area or (ii) is unable to continue to operate the casino and hotel for a period of at least ten (10) years from the date of initial licensure, Redeveloper shall pay to the City an additional \$10 million. The Redeveloper shall execute and deliver to the City within fifteen (15) days following selection by the MGC as the next applicant to be investigated, a Deed of Trust for the benefit of the City, granting a security interest in any and all real property owned by Redeveloper within the Project Area in an amount of \$10 million. Such Deed of Trust shall remain of record until the tenth anniversary of the date of initial licensure of the Redeveloper for the Project. On such tenth anniversary, the City shall release of the Deed of Trust. The Redeveloper shall have the right at any time to substitute a letter of credit in the amount of \$10 million for the Deed of Trust. Upon payment by Redeveloper of the \$10 million, the Redevelopment Agreement shall terminate and neither party shall have any further obligations or liabilities thereunder.
16. Union Matters – Redeveloper has represented that it intends to use union construction trades in the construction of the Project. The Redeveloper agrees to enter into a Neutrality Agreement with any unions applicable to the operations of the Project, whereby the Redeveloper agrees to remain neutral with regard to the efforts of any union to unionize the employees of the Project. Nothing in this provision shall prevent Redeveloper from imposing certain procedures or processes permitted by law during unionization efforts.
17. Employment – An employment representation by Redeveloper is considered an Essential Element. The Redeveloper shall provide at least ninety percent (90%) of the numbered mix of employment as set forth on Exhibit G, Staffing Projections, to Redeveloper's Proposal for Gaming Facilities and Related Mixed-Use Development presented to the City, for the first year of operation. Direct employee benefits for the first year of operation shall be at least thirty percent (30%) of payroll. Thereafter, the number of employees and percentage of direct employee benefits to payroll shall be consistent with the staffing and benefits at similar luxury hotel and casino developments in the continental United States. In order to encourage employment of City residents, minorities and women, the Redeveloper agrees to work with the St. Louis Agency for Training and Employment ("**SLATE**") and the Federal Empowerment Zone to develop a recruitment and job training program designed to achieve and maintain its MBE/WBE objectives. Further, the Redeveloper shall sponsor a cafeteria plan for its employees pursuant to which employees can direct a portion of their income for, among other things, childcare expenses. The cafeteria plan shall be subject to the approval of any union that may sign a collective bargaining agreement with the Redeveloper.

18. MBE/WBE – The Redeveloper shall agree to comply with the Mayor’s Executive Order #28, as amended, during the design, construction and operation of the Project and with respect to ongoing services provided by third parties to the Redeveloper. Redeveloper shall provide the City with a compliance plan for construction at the time of design submission and shall provide an ongoing and comprehensive compliance plan at the time of licensure. Said plan, which will include the aforementioned elements of design, construction and operation will be approved by the City and monitored by the City’s MBE/WBE Contract Compliance Officer. A goal of 25% MBE and 5% WBE utilization has been established in connection with this Term Sheet. This goal shall remain in effect throughout the term of the Redevelopment Agreement. If this goal is not met, the Redeveloper shall continue good faith efforts throughout the term of the Redevelopment Agreement to increase MBE/WBE participation and to meet this goal.
19. Assignment – The Redeveloper may not assign the Redevelopment Agreement or any rights and obligations arising thereunder without the express written consent of the City, provided that no such consent shall be required if Redeveloper assigns Redeveloper’s rights and obligations to Redeveloper’s lender for security, if so required, or to any wholly owned subsidiary of Redeveloper or a subsidiary in which Redeveloper owns 90% of the outstanding stock or equity interest. In the event of any assignment, Redeveloper shall execute a guaranty in a form satisfactory to City and such guaranty shall not be assignable.
20. City’s Costs – Prior to authorization and execution of an approved Redevelopment Agreement, the Redeveloper shall reimburse the City for all of its outside consultant costs, including reasonable attorneys’ fees, incurred in excess of the \$50,000 advance paid pursuant to the RFP and provide additional advance funding for the City’s outside consultant costs throughout the MGC and City approval processes.
21. Governing Law – This Term Sheet and the Redevelopment Agreement shall be governed by Missouri law.
22. Local Governmental Approvals – Redeveloper shall apply for and use reasonable good faith efforts to obtain any and all necessary permits, licenses and approvals from the applicable local governmental authorities for the Project (the "Governmental Approvals"). To the extent allowed by law, the City shall cooperate with Redeveloper to timely consider all Governmental Approvals in connection with the Project and shall take all necessary actions to assist Redeveloper in achieving the objectives of the Redevelopment Agreement. Upon execution of the Redevelopment Agreement, each party will appoint a named representative to serve on the Development Assistance Committee which shall meet at regularly scheduled intervals. The City will be asked to designate a business representative to serve on the Development Assistance Committee and to work with the City’s representatives to assure that the Project obtains timely review of Governmental Approvals. The City’s representatives and the representative of Redeveloper will also consider reasonable actions to encourage the ultimate development of the newly constructed residential and/or retail development provided for in Section 7 above and will also consider, document and notify the appropriate parties regarding any force majeure events during the Governmental Approval and construction process.
23. Confidentiality – Except as otherwise required by law, the parties agree that each will treat in confidence the Redevelopment Agreement and all documents, materials and other information which each party shall have obtained during the course of the negotiations leading to, and its performance of, this Term Sheet and the Redevelopment Agreement. The Redevelopment Agreement and such written documents, materials and information shall not be communicated to any third party, including the media, without providing twenty-four hours advance written notice to the other party. The obligation of the parties to treat such documents, materials and other information in confidence shall not apply to any information which (i) is or becomes available from a source other than a party’s counsel or representatives, (ii) is or becomes available to the public other than as a result of disclosure by one of the parties or their agents, (iii) is required to be disclosed under applicable law, by a regulatory agency, administrative process or judicial process, but only to the extent it must be disclosed, or (iv) a party reasonably deems it necessary to disclose to obtain any of the consents or approvals contemplated hereby. Notwithstanding the foregoing, the parties hereto may provide confidential information to City officials, a party’s counsel, accountants, financial advisors, corporate parents, affiliates, officers, directors or employees thereof, provided that any such party, with the exception of City officials, receiving such information shall agree to the terms regarding confidentiality contained herein.
24. Default – In the event of a default, as such term shall be defined in the Redevelopment Agreement, the non-defaulting party shall have, subject to reasonable cure rights, all available remedies, at law and in equity, including the right to injunctive relief and specific performance, enjoining any actions of the defaulting party which constitute such a default, it being acknowledged that other remedies may be inadequate. Neither party shall have the right to seek consequential or punitive damages. In the event any action at law or in equity is brought to enforce or interpret any provision of this Term Sheet or the Redevelopment Agreement, the prevailing party to such an action shall be entitled to its reasonable attorneys’ fees and costs.
25. Approval of Board of Directors. The Redevelopment Agreement shall be subject to the approval of the Board of Directors of the Redeveloper, provided that the failure or delay of such approval shall not be considered a force majeure event.
26. Non-Binding Terms – Except for Sections 23 and 24, the terms herein shall not impose any binding legal obligation on any party nor obligate any party to proceed with a transaction or acquire any rights from a party. The purpose of this Term Sheet is to set forth (for discussion purposes only) certain basic terms that might be included in a definitive Redevelopment Agreement should the parties decide, in each of their sole discretion, to enter into a definitive Redevelopment Agreement. The terms included are not intended to be exhaustive.

[The remainder of this page left intentionally blank. Signature pages to follow.]

Pinnacle Entertainment, Inc.

By: _____
Name: _____
Title: _____

Land Clearance for Redevelopment Authority of the City of
St. Louis

By: _____
Name: _____
Title: _____

Port Authority of the City of St. Louis

By: _____
Name: _____
Title: _____

St. Louis Development Corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

St. Louis Development Corporation Pinnacle Entertainment, Inc.

Project Proposal Essential Elements

	COMMITMENT
Total investment:	\$257.7 million (\$200 million total construction, \$7.7 million land, \$50 million residential/retail commitment) plus the cost of tenant improvements
Casino size:	75,000 sq. ft. – on a single level 2,000 slots 40 tables
Jobs	1,157 FTE (well paying with full benefits) for operations for the first year; staffing equivalent to similar luxury hotel/casino developments thereafter
Hotel rooms:	200 luxury rooms Four Seasons Hotel, Fairmont, St. Regis, Intercontinental or other City approved luxury
Residential/Retail:	\$50 million commitment to residential housing either on site in a high end luxury condominium tower or in newly constructed mid to upper end housing projects elsewhere within downtown St. Louis or City approved retail development(s) within downtown St. Louis
Parking	2,000 parking spaces Parking garage
Restaurants	3+ (including high quality buffet)
Lounge/night clubs	1 Entertainment lounge/several bars
Retail and Other Amenities:	Gift, retail shops, full service salon and spa and health club totaling a minimum of 30,000 sq. ft.
Convention/meeting space:	12,000 sq. ft.
Infrastructure/Improvements	Exhibit B

EXHIBIT B
IMPROVEMENTS
PINNACLE COMMITMENT

Enclosed pedestrian bridge across MLK to traffic island near Dome

Enclosed pedestrian bridge across 2nd St. to Embassy Suites Hotel (subject to Embassy Suites approval)

Extensive landscaping of plaza along Broadway to include casino signage in conformance with City Sign ordinances

Trees along N. 2nd St. & Carr St.

Fully landscaped perimeter

New crosswalks at existing traffic lights to access Laclede's Landing and Convention Center from pedestrian bridge

Accessible parking in compliance with federal, state and local law

Bus stops at appropriate locations in accordance with Metro Development Agency

Left turn extension onto Carr Street to alleviate traffic congestion entering area from southbound off-ramp of I-70

All infrastructure (street & utilities) necessary to construct, maintain and operate the Project

Street lighting and "clear path" from landing of MLK pedestrian bridge to entrance to Convention Center

Flood protection/site drainage in accordance with MSD/City regs

Approved: March 30, 2004

ORDINANCE #66244
Board Bill No. 437
Committee Substitute

An ordinance pertaining to Solid Waste Transfer Stations; amending Section Twelve (b) of Ordinance 59121 to prohibit the operation of a Solid Waste Transfer Station without a permit from the Board of Public Service; further prohibiting the Board of Public Service from issuing any permits authorizing the maintenance or operation of a Solid Waste Transfer Stations within the City of St. Louis if such Solid Waste Transfer Station is located within two thousand Five hundred (2500) feet of a Dwelling District as defined by the Zoning Code for the City of St. Louis; further prohibiting the issuance of a permit unless the Solid Waste Transfer Station is situated on tracts of land at least five (5) acres in area; containing definitions and an emergency clause.

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

SECTION ONE. For purposes of this ordinance the following definition shall be applicable:

"Solid Waste Transfer Station" means a site or facility which accepts solid waste for temporary storage, or consolidation and further transfer to a waste disposal, processing or storage facility. Transfer station includes, but is not limited to, a site or facility where waste is transferred from: a rail carrier, motor vehicle or water carrier to another carrier, if the waste is removed from the container or vessel. A licensed residential waste hauling operation which involves the transportation, storage, and disposal of nonputrescible banned landfill items (i.e., white goods, tires, etc.) as part of the service provided to its customers shall be exempt from transfer station status provided the storage of all collected material does not exceed thirty days and does not create a public health or aesthetic nuisance. In addition, the transfer of waste directly from one waste hauling vehicle/container to another waste hauling vehicle/container, in the regular operation of providing waste collection service, shall be exempt from transfer station status; providing, however, that all such vehicles and containers are licensed by St. Louis City under the same company name or its subsidiary.

SECTION TWO. Section Twelve (b) of Ordinance 59121 is hereby amended to read as follows:

No solid waste transfer station, sanitary landfill, demolition landfill, or inert material disposition site shall be operated without a permit of the Board of Public Service. An application for a permit shall be filed with the Health Commissioner and shall contain a description and plat of the land proposed to be used, a description of the proposed operation, availability of and equipment for water supply, type and capacity of equipment proposed to be used, plans for fire, nuisance, and vermin control, and other information the Health Commissioner may reasonably require. The Health Commissioner shall examine the premises and forward to the Board of Public Service a copy of his report, together with his recommendation that the permit be granted or refused, and if the latter, he shall set forth the reasons therefor and notify the applicant thereof. Permits shall be issued by the Board of Public Service upon payment of an annual fee of one hundred dollars and shall be renewable annually at the expiration of one year from the date of issuance and upon application to the Health Commissioner as above provided. Such permit shall set forth a grade and elevation

determined by the Board of Public Service above which material disposition shall not be permitted. No solid waste transfer station or sanitary or demolition landfill permit shall be issued unless the Board of Public Service concludes that a state permit has been or will be issued, and the Board may condition such permits on such issuance. No permit provided for by this section shall be issued if prohibited by any federal agency or body having authority to do so. Such permits may be conditioned on compliance with all applicable state and federal regulations, and/or the approval of any federal agency or body with lawful jurisdiction over such permits. No inert material may be placed for final disposition at any place other than an inert material disposition site for which a permit is in effect. This section does not forbid the filling of excavations, in accordance with applicable laws or ordinances, or the use of inert materials for landscaping purposes, in accordance with applicable laws or ordinances, or quarrying and the maintenance of piles of dirt and/or the substance quarried adjacent to the quarry, in conformity with applicable laws or ordinances.

SECTION THREE. The Board of Public Service is hereby prohibited from issuing a permit authorizing the maintenance or operation of a Solid Waste Transfer Station within the City of St. Louis if such Solid Waste Transfer Station is located within Two Thousand Five Hundred (2500) feet of a Dwelling District as defined by the Zoning Code for the City of St. Louis.

SECTION FOUR. The Board of Public Service is hereby prohibited from issuing a permit authorizing the maintenance or operation of a Solid Waste Transfer Station unless such Solid Waste Transfer Station is situated on tracts of land at least five (5) acres in area.

SECTION FIVE. The provisions of this ordinance shall apply to any application for a Solid Waste Transfer Station permit which have not been issued as of the effective date herein

SECTION SIX. Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

Approved: March 30, 2004

ORDINANCE #66245
Board Bill No. 441

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a supplemental appropriation and set apart in the total amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) from the Airport Development Fund established under Ordinance 59286, Section 13 approved October 26, 1984, to the City of St. Louis' "Annual Operating Budget" established under authority of Ordinance No. 65871 approved June 30, 2003, as amended by Ordinance No. 66040 approved October 24, 2003, for the fiscal year beginning July 1, 2003 and ending June 30, 2004, for current expenses of the government as detailed in EXHIBIT "1" which is attached hereto and incorporated herein; and containing an emergency clause.

WHEREAS, the City of St. Louis' "Annual Operating Budget" for the fiscal year beginning July 1, 2003 and ending June 30, 2004 was established under authority of Ordinance No. 65871 approved on June 30, 2003, as amended by Ordinance No. 66040 approved October 24, 2003;

WHEREAS, the Charter of the City of St. Louis (the "City"), Article XVI, Section 6, authorizes supplemental appropriations when any accruing, unappropriated City revenue is available and when the Board of Estimate and Apportionment recommends same;

WHEREAS, it is now necessary to authorize a supplemental appropriation to the Annual Operating Budget established under authority of Ordinance No. 65871 approved June 30, 2003, as amended by Ordinance No. 66040 approved October 24, 2003 in the total amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) for current expenses of the government as detailed in EXHIBIT "1" which is attached hereto and incorporated herein;

WHEREAS, there is a balance in excess of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) available for appropriation from the Airport Development Fund established under Ordinance No. 59286, Section 13, approved October 26, 1984; and

WHEREAS, this Ordinance is recommended by the Airport Commission and the Board of Estimate and Apportionment.

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

SECTION ONE. There is hereby authorized a supplemental appropriation and set apart in the total amount of Two Million Seven Hundred Fifty Thousand (\$2,750,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, to the City of St. Louis' "Annual Operating Budget" established under authority of Ordinance No. 65871 approved June 30, 2003, as amended by Ordinance NO. 66040 approved October 24, 2003 for the fiscal year beginning July 1, 2003 and ending June 30, 2004, for current expenses of the government as detailed in EXHIBIT "1" which is attached hereto and incorporated herein.

SECTION TWO. In addition to the charter powers granted to the Comptroller to preserve the credit of the City of St. Louis (the "City"), and for that purpose, or in case of any extraordinary emergency of any kind, with the approval of the Board of Estimate and Apportionment, and with or without any ordinance or other authority or appropriations therefore, to draw warrants on the treasurer or effect temporary loans to pay debts and judgments and other liabilities of the City, or to meet any such emergency, charging such warrants to any excess balances in appropriations made by this budget ordinance and then specifically reporting such action to the Board of Aldermen at its first meeting thereafter, the Comptroller is hereby directed to cause to be made transfers:

- a. within departments, divisions of funds, if such transfers are under \$250,000 per occurrence and if they are approved by a majority vote of the Board of Estimate and Apportionment, or
- b. between or among departments, divisions or funds (except Fund 1214-Capital Improvement Projects), if such funds are under \$250,000 per occurrence and if they are approved by a vote of the Board of Estimate and Apportionment.

SECTION THREE. This Ordinance being deemed necessary for the immediate preservation of the public peace, health or safety, it is hereby declared to be an emergency measure pursuant to Article IV, Section 20, of the City's Charter and shall become effective immediately upon passage and approval by the City's Mayor.

Exhibit "1"

**FY 2003-04 SUPPLEMENTAL APPROPRIATION
AIRPORT ACCOUNT (FUND 1511)**

SOURCE OF FUNDS:

Unappropriated Airport Development Fund \$2,750,000

USES OF FUNDS:

Airport contract Snow Removal-Airfield

420-55638 Facility and grounds \$1,750,000

Airport Runway & Taxiway Deicer

420-5238 Facility and grounds \$1,000,000

TOTAL ESTIMATED USES OF FUNDS **\$2,750,000**

Approved: March 30, 2004

**ORDINANCE #66246
Board Bill No. 243**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on East 14th Street by blocking said traffic flow at the north curb line of O'Fallon Street and further authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on O'Fallon Street by blocking said traffic flow at the east curb line of East 14th Street, and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, East 14th Street at the north curb line of O'Fallon Street.

SECTION TWO: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, O'Fallon Street at the east curb line of East 14th Street.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: April 20, 2004

**ORDINANCE #66247
Board Bill No. 343
Committee Substitute**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) and other good and valuable consideration, a Quit

Claim Deed to remise, release and forever quit-claim unto Near Southside Improvement Corporation, certain City-owned property located in City Block 1809, which property is known as 1910 and 1922 Park Avenue, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Near Southside Improvement Corporation, certain City-owned property located in City Block 1809, which property is known as 1910 and 1922 Park Avenue, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Near Southside Improvement Corporation, a Missouri non-profit corporation, whose address is 1915 Park Avenue, 2nd Floor, St. Louis, MO 63104 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

NEAR SOUTHSIDE IMPROVEMENT CORPORATION
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Chris Goodson
President

BY: _____
Darlene Green
Comptroller

Approved as to form:

Patricia A. Hageman
City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____

and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Chris Goodson, to me personally known, who being by me duly sworn did say that he is the President of Near Southside Improvement Corporation, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

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

Notary Public

EXHIBIT A

Parcel 1. Part of Lots 1 and 2 of AMENDED PLAT OF P. M. DILLON'S ADDITION and in BLOCK 1809 of the City of St. Louis, fronting 92 feet 10 inches on the South line of PARK AVENUE, by a depth Southwardly of 81 feet 6-1/2 inches along the West line and of 63 feet 0-3/4 inches along the East line to the North line of property now or formerly of Socony-Vacuum Oil Company; bounded on the East by an alley and on the West by a line parallel with and 50 feet 10-1/2 inches East of the East line of Mississippi Avenue, and on the South by a line 80 feet North of the South line of Lot 3 or property now or formerly of Socony-Vacuum Oil Company, commonly known as and numbered 1910 Park Avenue. **Parcel ID 1809-00-00200**

Parcel 2. Part of Lots 1 and 2 of DILLON'S SUBDIVISION and in BLOCK 1809 of the City of St. Louis, fronting 51 feet 10 inches on the South line of PARK AVENUE by a depth Southwardly between parallel lines of 50 feet 10-1/2 inches apart of 81 feet 6-1/2 inches on the East line and of 91 feet 7-1/2 inches on the West line to a line distant 80 feet North of and parallel with the South line of Lot 3; bounded on the West by Mississippi Avenue, commonly known as and numbered 1922 Park Avenue. **Parcel ID 1809-00-00100**

Approved: April 20, 2004

**ORDINANCE #66248
Board Bill No. 380**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Better Living Communities of St. Louis, MO., certain City-owned property located in City Blocks 1742 and 1743, which property is known as 3517 N. 22nd Street and 3525 N. 23rd Street, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Better Living Communities of St. Louis, MO., certain City-owned property located in City Blocks 1742 and 1743, which property is known as 3517 N. 22nd Street and 3525 N. 23rd Street, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis,

Notary Public

Exhibit A

Parcel 1. A parcel of land in City Block 1742, comprising Lot 39 and the southern 12 feet 6 inches of Lot 40 in the eastern part of Block 6 of Rocky Branch Subdivision, having an aggregate front of 37 feet 6 inches on the east line of Twenty-third Street (50 feet wide), by a depth between parallel lines of 130 feet to the west line of Twenty-second Street (50 feet wide), bounded on the north by the property now or formerly of Stephen P. Stimac; bounded on the south by Lot 38 of said block and subdivision, commonly known as and numbered 3517 N. 22nd Street. **Parcel ID 1742-00-00400**

Parcel 2. A parcel of land in City Block 1743, being lots 49 and 50 in the western part of block 6 of Rocky Branch Subdivision, having a front of 50 feet on the west line of Twenty-third Street (50 feet wide), by a depth between parallel lines of 130 feet to a 10-foot alley; bounded on the north and south, respectively, by lots 48 and 51 of said block and subdivision, commonly known as and numbered 3525 N. 23rd Street. **Parcel ID 1743-00-00700**

Approved: April 20, 2004

ORDINANCE #66249
Board Bill No. 407

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Etzel Avenue by blocking said traffic flow at the east curb line of Blackstone Avenue and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Etzel Avenue at the east curb line of Blackstone Avenue .

SECTION TWO: Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: April 20, 2004