

1 AN ORDINANCE RECOMMENDED BY THE BOARD OF
2 ESTIMATE AND APPORTIONMENT AND THE PARKING
3 COMMISSION OF THE CITY OF ST. LOUIS AND
4 AUTHORIZING AND DIRECTING THE CITY, ACTING
5 THROUGH THE TREASURER OF THE CITY IN HIS CAPACITY
6 AS SUPERVISOR OF PARKING METERS, TO ISSUE
7 SUBORDINATED PARKING REVENUE BONDS IN AN
8 AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
9 \$3,533,000 AT ANY TIME OUTSTANDING; SETTING FORTH
10 CERTAIN TERMS AND CONDITIONS FOR SUCH BONDS;
11 APPROVING AND AUTHORIZING THE EXECUTION AND
12 DELIVERY OF THE BOND PURCHASE AGREEMENT
13 AUTHORIZING A FUTURE ADVANCE DEED OF TRUST AND
14 SECURITY AGREEMENT; AND AUTHORIZING THE TAKING
15 OF FURTHER ACTIONS WITH RESPECT THERETO;
16 AUTHORIZING THE TAKING OF OTHER ACTIONS,
17 APPROVAL AND EXECUTION OF OTHER DOCUMENTS AS
18 NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY
19 WITH THE INTENT HEREOF; AND CONTAINING
20 SEVERABILITY AND EMERGENCY CLAUSES.

21 WHEREAS, the City of St. Louis, Missouri, acting through its Treasurer in his capacity
22 as the Supervisor of Parking Meters, and its successors and assigns (the "Issuer"), is authorized

1 under the laws of the State of Missouri, including Section 82.485, Missouri revised Statutes, as
2 amended, to issue revenue obligations and pledge parking assets including future income for the
3 purpose of capital improvements and debt service; and

4 **WHEREAS**, the City has determined that it is necessary and desirable to provide funds
5 to pay all or a portion of the costs of constructing a parking facility, all as provided in the Bond
6 Purchase Agreement referred to below; and

7 **WHEREAS**, the City is now prepared to enter into a Bond Purchase Agreement (the
8 “Bond Purchase Agreement”) with Pioneer Bank and Trust Company (the “Bank”) under which
9 the issuer may issue and sell its Subordinated Parking Revenue Bonds (each a “Bond” and,
10 collectively, the “Bonds”) in an aggregate principal amount not to exceed \$3,533,000
11 outstanding at any one time, the proceeds of which will be used to acquire real estate for future
12 parking facilities and/or to pay all or a portion of the costs of constructing a parking facility; and

13 **WHEREAS**, it is necessary and desirable that at the issuer enter into the Bond Purchase
14 Agreement and that the City execute certain other documents; and

15 **WHEREAS**, the Bonds shall state that such Bonds do not constitute an indebtedness of
16 the City, the State of Missouri or any political subdivision thereof within the meaning of any
17 constitutional or statutory debt limitation or restriction and the taxing power of the City, the State
18 of Missouri or any political subdivision thereof is not pledged to the payment of the principal of
19 premium, if any, or interest on the Bonds.

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

1 **SECTION 1. Definitions.** As used in this Ordinance and to the extent not otherwise
2 defined in the preambles hereto or in the Bond Purchase Agreement, the following words or
3 phrases have the following meanings:

4 “Issuer” means the City of St. Louis, Missouri, acting through its Treasurer in his
5 capacity as the Supervisor of Parking Meters, and its successors and assigns.

6 “Parking Revenues” means all monies derived from the issuance, assessment or
7 assignment of parking violation tickets, tags, fees, fines, charges, penalties, interest, earnings or
8 other similar revenues by employees, agents or representatives of the Treasurer presently or in
9 the future generated by and payable to the Treasurer for or in connection with the parking of
10 motor vehicles on streets or in or on present or future off-street and on-street parking lots, areas,
11 garages or other similar facilities, including meter collections, parking violations, fines and
12 penalties and permit fees.

13 Parking Revenues shall also include all monies derived from non-parking rental income
14 for or in connection with said present or future off-street and on-street parking lots, areas,
15 garages or other similar facilities.

16 “TVB Parking Revenues” means all monies derived from the issuance, assessment or
17 assignment of parking violation tickets, tags, fees, fines, charges, penalties or other similar
18 revenues by employees, agents or representatives of the City other than the employees, agents or
19 representatives of the Treasurer presently or in the future generated by and payable to the City
20 for or in connection with the parking of motor vehicles on streets, including parking violations,
21 fines and penalties.

22 **SECTION 2. Findings, Determinations and Declarations.** The Board of Aldermen
23 hereby finds, determines and declares as follows:

1 (a) The issuance of the Bonds, the sale and delivery thereof to the Bank under the
2 Bond Purchase Agreement and the use of the proceeds thereof to pay all or a portion of the costs
3 of constructing a parking facility is necessary and desirable for the use and benefit of the City.

4 (b) It is in the best interests of the City that the funds and accounts as provided in the
5 Bond Purchase Agreement be maintained to facilitate any future parking facility projects in the
6 event that such projects and the use of such funds and accounts in connection therewith are
7 approved and authorized by subsequent ordinances.

8 (c) In approving the execution of the Bond Purchase Agreement and the issuance of
9 the Bonds thereunder, it is the intention of the Board of Aldermen, that:

10 (i) The aggregate principal amount of Bonds outstanding at any one time
11 shall not exceed \$3,533,000;

12 (ii) The Bonds may be issued with the approval of the Parking Commission of
13 the City of St. Louis as provided in the Bond Purchase Agreement; and

14 (iii) No bonds or other obligations of any kind or description for such purpose
15 other than the Bonds shall be issued or sold without authorization by a subsequent City
16 ordinance and the approval of the Parking Commission of the City of St. Louis; and

17 (iv) This Ordinance authorizes the issuance and sale of the Bonds only.

18 (d) It is necessary and appropriate in connection with the issuance of the Bonds that,
19 in the Bond Purchase Agreement, the Issuer agrees to carry out the provisions of the Bond
20 Purchase Agreement relating to establishing and collecting parking rates and charges.

1 **SECTION 3. Authorizing of the Bonds.**

2 (a) The Board of Aldermen, acting as the governing body of the City and on the
3 recommendation of the Board of Estimate and Apportionment and the Parking Commission of
4 the City of St. Louis, does hereby authorize the Issuer to issue the Bonds in an aggregate
5 principal amount not to exceed \$3,533,000 outstanding at any one time, the proceeds of which
6 shall be used to pay all or a portion of the cost of constructing a parking facility.

7 (b) The Bonds shall: (i) each have a final maturity of not more than April 15, 2009;
8 (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law and as
9 set forth in the Bond Purchase Agreement; and (iii) be issued to the Bank in accordance with the
10 Bond Purchase Agreement. Subject to the provisions of this Ordinance, the Bonds shall be
11 dated, mature, appear in such denominations, bear interest at such times and have such other
12 terms and provisions as provided in the Bond Purchase Agreement.

13 (c) The payment of the costs of issuance of the Bonds out of the proceeds of the
14 Bonds, and other available funds, is hereby approved on behalf of the City.

15 **SECTION 4. Limited Obligations.** The Bonds and the interest thereon shall be limited
16 obligations of the Issuer payable by the Issuer on a subordinated basis, as provided in the Bond
17 Purchase Agreement, out of the Parking Revenues, the assignment of rents and revenues from
18 the Chouteau Building, and the TVB Parking Revenues. The Bonds and the interest thereon
19 shall not constitute an indebtedness of the City, the State of Missouri or any political subdivision
20 thereof within the meaning of any constitutional or statutory debt limitation or restriction and the
21 taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged
22 to the payment of the principal of premium, if any, or interest on the Funds.

1 **SECTION 5. Approval of Documents.**

2 (a) Bonds. The Bond form, in the form attached hereto as an exhibit to the Bond
3 Purchase Agreement, is hereby approved on behalf of the City. The proper officials of the City
4 are hereby authorized and directed to execute and deliver the Bonds on behalf of the City in the
5 manner provided in the Bond Purchase Agreement in such form and with such changes,
6 modifications or completions thereof not inconsistent with the provisions of this Ordinance, as
7 the City officials executing the same shall approve, and the signatures of the City officials
8 executing the same shall be conclusive as to their approval of such changes, modifications or
9 completions on behalf of the City. If any of the officials who shall have signed or sealed any of
10 the Bonds shall cease to be such officials of the City before the Bonds so signed and sealed have
11 been actually delivered by the City, such bonds nevertheless may be authenticated, issued and
12 delivered with the same force and effect as though the person or persons who signed or sealed
13 such Bonds had not ceased to be such official or officials of the City; and any such Bonds also
14 may be signed and sealed on behalf of the City by those persons who, at the actual date of the
15 execution of such Bonds, shall. be the proper officials of the City, although at the date of such
16 Bonds any such person shall not have been such official of the City.

17 (b) Bond Purchase Agreement. The Bond Purchase Agreement, in the form attached
18 hereto as EXHIBIT A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the
19 Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials
20 are hereby authorized and directed to execute and deliver the Bond Purchase Agreement in such
21 form and with such changes, modifications or completions thereof, not inconsistent with the
22 provisions of this Ordinance, including, without limitation, Section 4 hereof, as the City officials
23 executing the same shall approve, and the Register is hereby authorized and directed to affix the

1 corporate seal of the City thereto and to attest the same, and the signatures of the City officials
2 executing the same shall be conclusive as to their approval of such changes, modifications or
3 completions on behalf of the city.

4 (c) Future Advance Deed of Trust and Security Agreement. The Future Advance
5 Deed of Trust and Security Agreement, in the form attached hereto as EXHIBIT B, is hereby
6 approved on behalf of the City. The Treasurer and other appropriate City officials are hereby
7 authorized and directed to execute and deliver the Future Advance Deed of Trust and Security
8 Agreement in such form and with such changes, modifications or completions thereof, not
9 inconsistent with the provisions of this Ordinance, including, without limitation, Section 4
10 hereof, as the City officials executing the same shall approve, and the Register is hereby
11 authorized and directed to affix the corporate seal of the City thereto and to attest the same, and
12 the signatures of the City officials executing the same shall be conclusive as to their approval of
13 such changes, modifications or completions on behalf of the City.

14 **SECTION 6.** TVB Parking Revenues. The Board of Aldermen hereby expressly
15 approves and authorizes the use of TVB Parking Revenues as an additional source of money for
16 the payment of the Bonds, pursuant to and as provided in the Bond Purchase Agreement. TVB
17 Parking Revenues are hereby declared to be “other revenues” available to the Treasurer under
18 Section 82.485 Missouri Revised Statutes (1992), as amended.

19 **SECTION 7.** Authorization or Ratification of Funds and Accounts. The provisions of
20 any ordinance to the contrary notwithstanding, the Treasurer is hereby authorized to ratify or
21 create and to maintain and administer, in connection with the Bonds, the funds and accounts to
22 be maintained by the Treasurer pursuant to the Bond Purchase Agreement.

1 **SECTION 8. Incorporation of Exhibits.** All Exhibits to this Ordinance are incorporated
2 herein and made part of this Ordinance by this reference.

3 **SECTION 9. Further Authority.** The City shall, and the Mayor, the Comptroller, the
4 Treasurer, with the advice as to form of the City Counselor, and other appropriate officials,
5 agents and employees of the City are hereby authorized to take such further actions and execute
6 such other documents as may be necessary or desirable to carry out, comply with and perform
7 the duties of the City. The Parking Commission of the City of St. Louis and the Issuer shall be
8 authorized to take all measures consistent herewith and with the Bond Purchase Agreement
9 deemed necessary to generate the projected Parking Revenues and TVB Parking Revenues to
10 meet or exceed the required level thereof.

11 **SECTION 10. Severability.** The sections of this Ordinance shall be severable. In the
12 event that any section of this Ordinance is found by a court of competent jurisdiction to be
13 unconstitutional, the remaining sections of this Ordinance shall be valid, unless the court finds
14 the valid sections of this Ordinance are so essentially and inseparably connected with, and so
15 dependent upon, the void section that it cannot be presumed that the Board of Aldermen would
16 have enacted the valid section without the void ones; or unless the court finds the valid sections,
17 standing alone, are incomplete and incapable of being executed in accordance with legislative
18 intent.

19 **SECTION 11. Emergency.** This being an Ordinance providing for a public work or
20 improvement, it is hereby declared to be an emergency measure within the meaning of
21 Section 19 and 20 of Article IV of the Charter of The City of St. Louis and shall become
22 effective immediately upon its passage by the Board of Aldermen and its approval by the
23 Mayor.

24 311963

Date: April 28, 2006

Board Bill # _____

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Sponsor: Alderman Roddy

EXHIBIT A

\$3,533,000

THE CITY OF ST. LOUIS, MISSOURI

PARKING REVENUE BONDS

(Park East Lofts Garage)

Series 2006

BOND PURCHASE AGREEMENT

_____, 2006

The City of St. Louis, Missouri
City Hall, Room 220
1200 Market Street
St. Louis, Missouri 63103

Ladies and Gentlemen:

The undersigned, Pioneer Bank and Trust Company (the “Bank”) hereby agrees with The City of St. Louis, Missouri (the “City”), acting through its Treasurer (the “Treasurer”) in his capacity as Supervisor of Parking Meters (the “Issuer”), to purchase the above-captioned bonds (the “Bonds”) on the terms and conditions contained in this agreement (the “Bond Purchase Agreement”).

1. **Definitions.** In addition to terms defined as they are introduced into the text, as used herein the following terms have the following meanings:

1.1. “Architect” means _____.

1.2. “Asset Sales” means the sale of fifty (50) public parking spaces from within the Project by Treasurer pursuant to the conditions and requirements of the Redevelopment Agreement.

1.3. “Chouteau Building” means the office building and premises commonly known as the Chouteau Building, located at 133 South 11th Street, St. Louis, Missouri 63102

1.4. “Collateral” means collectively: (a) the Project, the goods, materials, supplies, inventory, equipment, machinery, furniture, and fixtures of Issuer located on or purchased by Issuer to be used in connection with the Project; general intangibles of the Issuer relating to the development or use of the Project; all drawings, designs, specifications, blue prints, plans,

promotional brochures, mailing lists, records and customer lists in any way relating to the Project; contract rights, receivables or other indebtedness owed to the Issuer from whatever source with respect to the Project or any Collateral; all proceeds, substitutes, replacements, accretions, accessions and products of any of the foregoing;

(b) all other property, rights and interests described in Section 2(c) and (d) hereof.

1.5. “Chouteau Building Rents” means all monies derived by the Treasurer from the ownership and operation of the Chouteau Building, less any reasonable and necessary expenses (accounted for in accordance with generally accepted accounting principles except where otherwise stated, but excluding depreciation and similar non-cash expenditures) of administering, monitoring, operating and maintaining the building and premises, including any reserves or expenditures for unusual or extraordinary maintenance or repairs.

1.6. “Collateral Documents” means all of the documents specified in Section 2(c) and (d) hereof.

1.7. “Commencement Date” means the date the construction of the Project commences in accordance with the Plans and Specifications, which date is no later than _____.

1.8. “Completion Date” means the completion date specified in the Construction Contract for the Project as the same may be extended by circumstances beyond the reasonable control of Issuer and normally constituting force majeure, but in no event beyond _____, 200__.

1.9. “Construction Contract” means that certain construction contract by and between the Issuer and the Contractor providing for construction of the Project.

1.10. “Construction Period” means that period of time from the Commencement Date until the Completion Date, but in no event not more than _____ (__) months from the date hereof.

1.11. “Contractor” means Opus NWR Construction LLC, which shall be the general contractor with whom the Issuer shall contract for construction of the Project.

1.12. “Detailed Cost Breakdown” means that certain detailed cost breakdown, containing the items described in Section 6.1(b)(xii) hereof.

1.13. “Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805(4), Missouri Revised Statutes (2000), as amended.

1.14. “EATs Account” means the Economic Activity Tax Account within the Special Allocation Fund.

1.15. “Enabling Legislation” means Section 82.485, Missouri Revised Statutes, as amended, and Chapter 108, Missouri Revised Statutes, as amended.

1.16. “Engineer” means _____ or another engineer selected by the Issuer and satisfactory to the Bank.

1.17. “Environmental Law” means the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called “Superfund” law or any “Superlien” law, the Toxic Substances Control Act, and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any Hazardous Materials or other hazardous, toxic or dangerous waste, substance or constituent, or other substance, whether solid, liquid or gas, as now or at any time hereafter in effect.

1.18. “Environmental Reports” means the environmental reports respecting the Project site and the Chouteau Building dated _____, 200__, prepared by _____.

1.19. “Financial Statements” means the financial statements delivered pursuant to Section 4(j).

1.20. “Financing Document” means and includes each of this Bond Purchase Agreement, the Bonds, the Future Advance Deed of Trust – Project Site, the Future Advance Deed of Trust – Chouteau Building, and the following documents of even date herewith: Assignment of Rents and Leases – Chouteau Building, Assignments of Rents and Revenues, with Subordination Clause, Agreement to Assign Certain Revenues, Assignment of Construction Contract, Assignment of Plans and Specifications, Assignment of General Intangibles and Environmental Indemnification Agreement.

1.21. “Hazardous Materials” means any hazardous substance or pollutant or contaminant defined as such in (or for the purposes of) any Environmental Law and shall include, but shall not be limited to, petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature or pressure (60 degrees Fahrenheit at 14.7 pounds per square inch absolute), any radioactive material, including, but not limited to, any source, special nuclear or by-product material as defined at 42 U.S.C. section 2011 et seq., as amended or hereafter amended, and asbestos in any form or condition.

~~1.21.~~1.22. “Future Advance Deed of Trust – Project Site” means the first priority future advances Deed of Trust and Security Agreement in favor of Bank encumbering the Project and securing the Bonds.

~~1.22.~~1.23. “Future Advance Deed of Trust – Chouteau Building” means the first priority future advances Deed of Trust and Security Agreement in favor of Bank encumbering the Project and securing the Bonds.

~~1.23.~~1.24. “Inspecting Engineer” means a licensed professional engineer which may be selected by the Bank from time to time and reasonably satisfactory to the Issuer.

~~1.24.~~1.25. “Laws” means all ordinances, statutes, rules, regulations, orders, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

~~1.25.~~1.26. “Loan Budget” means the final budget prepared by the Issuer, as approved by the Bank, showing, on a line-by-line basis, the maximum limit of expenditures from the Bond proceeds for each line category (subject to adjustment of any line category by discernable savings from other budget line categories) for construction of the Project.

~~1.26.~~1.27. “Loan Clearing Account” means the Money Market Maximizer deposit account of the Issuer to be established and maintained with the Bank as hereinafter required.

~~1.27.~~1.28. “Loan Out of Balance” means any time at which the funds remaining to be disbursed under this Bond Purchase Agreement are insufficient to: (i) cover anticipated interest expenses from the date of issuance of the Bonds until 60 days after the Completion Date; and (ii) complete the Project.

~~1.28.~~1.29. “Major Subcontractor” means any subcontractor providing work or labor or materials or services or any of such with regard to the Project and which or will be compensated according to the Detailed Cost Breakdown in an amount in the aggregate in excess of \$100,000.

~~1.29.~~1.30. “Maturity Date” means April 15, 2009.

~~1.30.~~1.31. “Net TDD Revenues” means TDD Revenues less (i) costs of collection, not to exceed one percent (1%) of the actual amount collected by the TDD; (ii) that portion of revenues that constitutes an Economic Activity Tax; and (iii) the TDD’s reasonable operating costs, not to exceed \$25,000 per year. TDD Revenues shall not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum.

~~1.31.~~1.32. “Occupational Safety and Health Laws” means the Occupational Safety and Health Act of 1970, as amended, and any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning employee health and/or safety, as now or at any time hereafter in effect.

~~1.32.~~1.33. “Ordinance” means Ordinance No. ____ of the City adopted by the Board of Aldermen on _____, 2006, and signed by the Mayor on _____, 2006.

~~1.33.~~1.34. “Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term in Section 99.805(10) of the Missouri Revised Statutes (2000), as amended.

~~1.34.~~1.35. “Permitted Liens” means:

(a) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business that are not yet due and payable;

(b) Except as otherwise provided herein, encumbrances consisting of zoning restrictions, easements or other restrictions on the use of the Project or the Chouteau Building, as applicable, none of which materially impairs the use of such property by Issuer in the operation of its business, and none of which is violated in any material respect by existing or proposed structures or land use;

(c) Liens in favor of the Bank;

(d) The following, if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings or measures, so long as levy and execution thereon have been stayed and continues to be stayed and they do not, in the aggregate, materially detract from the value of the property of Issuer or materially impair the use thereof in the operation of its business:

(i) Claims or liens for taxes, assessments or charges due and payable and subject to interest or penalty;

(ii) Claims, liens and encumbrances upon, and defects of title to, real or personal property, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(iii) Claims or liens of mechanics, materialmen, warehousemen, carriers, or other like liens; and

(iv) Adverse judgments on appeal; and

(e) Permitted Title Exceptions.

~~1.35.~~1.36. “Permitted Title Exceptions” means those exceptions to title listed on Exhibit A attached and additional exceptions approved by the Bank from time to time as Collateral is added.

~~1.36.~~1.37. “Person” means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof.

~~1.37.~~1.38. “Plans and Specifications” means those Plans and Specifications for the Project as approved by the Issuer, the Bank and the Engineer, a copy of which will be delivered to the Bank as soon as available.

~~1.38.~~1.39. “Prime Rate” means the rate of interest announced from time to time by the Bank as its “prime rate” on commercial loans, which rate shall change simultaneously with each change in such prime rate. The Prime Rate is a reference rate of interest used by the Bank in establishing the interest rate for its commercial loans, and is not necessarily the lowest or best rate of interest charged by the Bank to any of its customers.

~~1.39.~~1.40. “Project” means a public parking garage within a residential condominium building of approximately six (6) stories in height; and wherein it is anticipated that the first floor of the building will include approximately 6,000 square feet of space for commercial retail and service uses; and wherein it is anticipated that the public parking garage will be constructed below grade and on the first and second floors of the building and will offer approximately 130 to 200 public parking spaces depending on cost and site conditions; and further, wherein, it is further anticipated that the parking for the residents will be placed on the third floor, with approximately 40 to 60 “loft style” condominium units occupying floors four (4) through six (6). The street level retail will front Euclid Avenue and will be adjacent to the retail portion of the adjacent Park East Tower.

~~1.40.~~1.41. “Redevelopment Agreement” means the Redevelopment Agreement dated as of _____, 2006, by and between the City and the Treasurer (as developer) as modified, amended or supplemented from time to time.

~~1.41.~~1.42. “Redevelopment Area” means the area described in the Redevelopment Agreement.

~~1.42.~~1.43. “Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs for which the Treasurer may be reimbursed under the Redevelopment Agreement.

~~1.43.~~1.44. “Representative” or “Issuer Representative” means the Treasurer or another person designated by the Treasurer to serve as such Representative.

~~1.44.~~1.45. “Revenues” shall have the meaning ascribed to such term in the Senior Indenture.

~~1.45.~~1.46. “Senior Indenture” means the Amended and Restated Trust Indenture dated as of November 1, 1999, between the Issuer and UMB Bank, N.A., as trustee, as now or hereafter amended or supplemented.

~~1.46.~~1.47. “Special Allocation Fund” means the City of St. Louis, Missouri, Special Allocation Fund for the Euclid/Buckingham Redevelopment Project, created by Ordinance No. _____ [Board Bill No. _____] in accordance with the TIF Act, and including the accounts and sub-accounts into which TIF Revenues are from time to time deposited in accordance with the TIF Act and the Redevelopment Agreement.

~~1.47.~~1.48. “Subordinated Indenture” means the Trust Indenture dated as of August 1, 2002, between the Issuer and UMB Bank, N.A., as trustee, as now or hereafter amended or supplemented.

~~1.48.~~1.49. “TDD” means the Euclid/Buckingham Transportation Development District created and operated pursuant to the TDD Act.

~~1.49.~~1.50. “TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 through 238.275 of the Revised Statutes of Missouri, as amended.

~~1.50.~~1.51. “TDD Revenues” means revenues of the TDD created in accordance with the TDD Act and as described in the Redevelopment Agreement.

~~1.51.~~1.52. “TDD Sales Tax” means the transportation development district sales tax levied by the TDD in accordance with the TDD Act and the Redevelopment Agreement.

~~1.52.~~1.53. “TDD Trust Fund” means the “special trust fund” of the TDD authorized under Section 238.235.5 of the TDD Act or any other fund or account into which TDD Revenues attributable to the TDD Sales Tax collections are then being deposited.

~~1.53.~~1.54. “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

~~1.54.~~1.55. “TIF Cap” means an amount not to exceed \$2,000,000 plus Issuance Costs which amount shall be subject to reduction pursuant to and in accordance with the calculation set forth in the Redevelopment Agreement.

~~1.55.~~1.56. “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, 2005 (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. 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.

~~1.56.~~1.57. “Title Company” means _____.

~~1.57.~~1.58. “Title Policy” means an ALTA 1970 Form B lender’s policy of title insurance underwritten by the Title Company.

2. **Terms of Bonds; Purpose of Financing.**

(a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Bank hereby agrees to purchase, on the date of the Closing (hereinafter defined), and the Issuer hereby agrees to sell to the Bank, at par, all of the Bonds, being the Issuer’s \$3,533,000 Parking Revenue Bonds (Park East Lofts Garage) Series 2006. The Bonds shall be dated the date of delivery; shall mature, on April 15, 2009; bear interest, computed on the actual number of days elapsed based on a 360-day year, at the rate per annum which is three-quarters of one percent (0.75%) below the Prime Rate, which rate shall change simultaneously with each change in the Prime Rate, payable on the 15th day of each month beginning June 15, 2006; and shall have the other terms hereinafter set forth. The Bonds will be issued pursuant to Ordinance and the Enabling Legislation.

(b) The proceeds of the Bonds will be used (i) to finance the costs of the Project, (ii) to pay interest on the Bonds until 60 days after the Completion Date, and (iii) to pay costs of issuance of the Bonds.

(c) The Bonds shall be secured by the Future Advance Deed of Trust - Project Site to a trustee for the benefit of the Bank and a pledge of the revenues from the operation of the Project.

(d) The Bonds will be further secured by (i) the Future Advance Deed of Trust - Chouteau Building, (ii) assignment of rents and leases with respect to the Chouteau Building, (iii) Assignment of Parking Revenues, subordinate, however, to presently outstanding Bond issues, (iv) an Agreement to Assign TIF Revenues and Net TDD Revenues, and (v) assignments of construction contracts and related contracts with respect to the Project.

This Bond Purchase Agreement, the Bonds, and the security documents described in (c) and (d) above are collectively called the “Financing Documents.”

3. **Delivery; Closing.** Delivery of and payment for the Bonds will take place at 9:00 a.m., St. Louis time, on ~~May 30,~~June 6, 2006 (the “Closing”), at the offices of The Stolar Partnership LLP, St. Louis, Missouri, or at such other time or place or on such business day as shall have been mutually agreed upon by the parties hereto. At the Closing, the Issuer shall deliver or cause to be delivered to the Bank: (i) a single, fully registered bond certificate for the Bonds in definitive form, duly executed; and (ii) the other instruments and documents required hereunder to be delivered to the Bank at the Closing. At the Closing, the Bank shall pay the Purchase Price as set forth in Section 2 hereof by depositing the funds in a construction

disbursing account (the “Loan Closing Account”) established in the Bank for the benefit of the Issuer. No CUSIP identification numbers will be printed on the Bonds.

4. **Representations and Warranties of the Issuer.** The Issuer hereby represents and warrants to the Bank, all of which shall survive the delivery of the Bonds, and agrees that:

(a) **Status of City.** The City is, and will be on the date of Closing, a constitutional charter city duly organized and validly existing under the Constitution and the laws of the State of Missouri and has all the necessary power and authority pursuant to its charter, the Constitution and laws of the State of Missouri to enter into and perform its obligations under this Bond Purchase Agreement.

(b) **Power and Authority.** The City and the Issuer have, and on the date of Closing will each have, full power and authority pursuant to the City’s charter and the Constitution and the laws of the State of Missouri (i) to enter into any Financing Document to which it is a party and (ii) to carry out, give effect to and consummate the transactions contemplated by the Financing Documents. The City and the Issuer have taken or will take prior to the Closing all action for the execution of the Financing Documents and issuance of the Bonds necessary to be taken under the laws of the State of Missouri and any other applicable Laws or required by the Enabling Legislation, the Ordinance and the Financing Documents.

(c) **Approval.** The Ordinance has been duly adopted by the City and the City has (i) duly approved the execution and delivery of this Bond Purchase Agreement and the Financing Documents to which it is a party, and (ii) has taken or will take all further action necessary and appropriate to carry out and give effect to the issuance, sale and delivery of the Bonds to the Bank.

(d) **No Conflicts.** The adoption or execution and delivery of the Financing Documents to which it is a party and the performance by the Issuer of its obligations thereunder are within the powers of the Issuer and do not and will not conflict with, or constitute a violation of, breach of, or default under (i) any Federal or State of Missouri constitutional and statutory provision, (ii) in any material respect, any agreement or other instrument to which the Issuer is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Issuer or its property.

(e) **Consents.** No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Issuer as a condition precedent to the issuance of the Bonds or the adoption or execution and delivery by the Issuer of the Financing Documents to which is it a party or the performance of its obligations thereunder.

(f) **Absence of Litigation.** Except as disclosed on Exhibit B attached, there is no action, suit, proceeding, inquiry, investigation or litigation at law or in equity or any proceeding before any governmental agency pending or, to the knowledge of the Issuer, threatened against the Issuer or to which the Issuer is a party with respect to (i) the organization or existence of the Issuer, (ii) its authority to adopt or execute and deliver the Financing Documents to which it is a party, (iii) the validity or enforceability of any of such instruments or the transactions contemplated thereby, (iv) the title of the officers who executed or will execute

such instruments, or (v) any authority or proceedings relating to the execution or adoption and delivery of any of such instruments by the Issuer.

(g) No Defaults. The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No material event has occurred and is continuing under the provisions of any such instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(h) Compliance With Laws. The Issuer is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in default in any material respect under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Issuer is a party or by which it is bound or to which any of its assets are subject, the violation of which or default thereunder would restrain or enjoin the issuance of the Bonds or question or affect the validity of the Bonds or the Financing Documents.

(i) Effect of Certificates. Any certificate signed by any Issuer Representative and delivered to the Bank at the Closing or prior thereto shall be deemed a representation and warranty by the Issuer to the Bank as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(j) Financial Statements. The financial statement of the Treasurer's Parking Fund dated June 30, 2005, and delivered to the Bank is correct and complete and fairly represents the financial condition of Issuer. Such financial statement has been prepared in accordance with generally accepted accounting principles. There has not been (as a result of any fire, accident, strike, lockout, riot, act of God or of the public enemy, fraud loss, or other unusual event or development or otherwise) any material adverse change in the business or in the condition, financial or otherwise, of the Issuer from that set forth in the financial statement.

The Issuer has ~~no~~ other obligations outstanding and secured by the Revenues except the bonds described on Exhibit C attached.

(k) No Material Adverse Change. There shall not have occurred, since the date of the financial statement described in (j) above, any material adverse change in the affairs of the Issuer from that which is reflected in such financial statement.

(l) Regulation G, etc. None of the transactions contemplated in this Bond Purchase Agreement will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulations issued pursuant thereto, including, without limitation, Regulations G, T and X of the Board of Governors of the Federal Reserve System, 12 CFR, Chapter II. Issuer does not own or intend to carry or purchase any "margin security" within the meaning of said Regulation G.

(m) Compliance With Laws Governing Project. Issuer has complied or will comply with all applicable Laws with respect to: (i) specifications or other requirements

pertaining to construction of the Project in accordance with the Plans and Specifications; (ii) the conduct of its business; and (iii) the use, maintenance, and operation of the real and personal properties owned or leased by the Issuer.

(n) Environmental and Safety and Health Matters. Except as disclosed in the Environmental Report, (i) the operations of the Issuer comply in all material respects with (A) all applicable Environmental Laws, and (B) all applicable Occupational Safety and Health Laws; (ii) none of the operations of the Issuer is subject to any judicial or administrative proceeding alleging the violation of any applicable Environmental Law or Occupational Safety and Health Law; (iii) none of the operations of the Issuer is the subject of federal or state investigation evaluating whether any remedial action is needed to respond to (A) spillage, disposal or release into the environment of any Hazardous Material or (B) unsafe or unhealthful condition at any premises of the Issuer; (iv) the Issuer has not filed any notice under any applicable Environmental Law or Occupational Safety and Health Law indicating or reporting (A) any past or present spillage, disposal or release into the environment of, or treatment, storage or disposal of, any Hazardous Material or (B) any unsafe or unhealthful condition at any premises of the Issuer.

(o) Budget and Costs. The Loan Budget and the Detailed Cost Breakdown, when delivered to the Bank will have been prepared by the Issuer and contain accurate information to the extent of the Issuer's knowledge as of the date thereof and the Issuer's reasonable estimates.

(p) Completion Date. Based on the facts and circumstances now known to the Issuer, the Issuer believes it is reasonable to expect the public parking garage constituting the Project to be completed by ~~_____~~, January 1, _____, 2008.

(q) Availability of Utilities. The Issuer represents and warrants that it can bring all utility services (electric, sanitary sewer, storm water, natural gas and telephone) to the Project.

As an inducement to the Bank to continue to make disbursements from the Loan Closing Account, each and every warranty set forth above shall continue to be true and correct until the Completion Date.

5. **Conditions.** In addition to any other conditions herein stated, the obligations of the Bank hereunder are subject to the following conditions:

(a) At the time of Closing: (i) this Bond Purchase Agreement, the Enabling Legislation and the Ordinance shall be in full force and effect in the respective forms approved or adopted by the Issuer on or prior to the date hereof and shall not have been amended, modified, or supplemented, after the date hereof, except as may have been agreed to in writing by the Bank; (ii) the Issuer shall perform or have performed all of its obligations required under or specified in the Financing Documents, the Enabling Legislation or the Ordinance to be performed at or prior to the Closing; (iii) all actions by or on behalf of the Issuer to execute, issue, deliver and sell the Bonds pursuant hereto shall have been taken; and all action by or on

behalf of the Issuer necessary to carry out, give effect to and consummate the transactions contemplated hereby and by the Financing Documents shall have been taken.

(b) The Bonds: (i) shall be issued and secured under and pursuant to the Enabling Legislation, the Ordinance and the Financing Documents; and (ii) shall be as described in and have the terms and conditions set forth in the Enabling Legislation, the Ordinance and the Financing Documents.

(c) The representation and warranties of the Issuer contained in the Financing Documents and in any certificates or other documents of the Issuer delivered pursuant hereto shall have been true and complete on the date made and shall be true and complete at the time of the closing with the same effect as if made at such time.

(d) At or prior to the Closing, unless otherwise agreed to by the Bank in writing, the Bank shall receive the following documents, certificates and opinions (unless otherwise specified) in form and substance satisfactory to the Bank and its counsel:

(i) An opinion of counsel to the Issuer dated the date of the Closing in form and substance satisfactory to the Bank and its counsel as to the due authorization, validity and enforceability of the Bonds and the other Financing Documents;

(ii) A duly executed certificate, dated the date of the Closing, of the Mayor and Comptroller of the City, and the Issuer, confirming that the representations and warranties contained (i) in this Bond Purchase Agreement are true and correct as of the date of the Closing with the same effect as if made on the date of the Closing and (ii) in the Financing Documents are true and correct as of the date of the Closing;

(iii) A certificate of the Clerk of the Board of Aldermen that the Ordinance has not been amended, modified or repealed and is in full force and effect on the date of the Closing;

(iv) The duly executed Bond;

(v) A certified copy of the Ordinance;

(vi) Duly executed counterparts of the Financing Documents;

(vii) Written notice to the trustee for bonds of the Issuer presently outstanding and secured by Parking Revenues of the assignment of such Parking Revenues to the Bank, subject to the prior rights of holders of such bonds;

(viii) The written consent of MBIA Insurance Corp. to the pledge of revenues contemplated hereby;

(ix) A certificate of the Issuer to the effect that there exists no Event of Default or event which, with notice or passage of time or both, would constitute an Event of Default; and

(x) Such additional certificates, instruments, legal opinions, agreements, proceedings or other documents as may reasonably request to evidence the due authorization, execution, authentication and delivery of the Bonds, and the truth, accuracy and completeness as of the Closing of the Issuer's representations and warranties contained in this Bond Purchase Agreement and in any of the certificates or documents of the Issuer or its authorized officers delivered pursuant hereto.

6. Condition Precedent To Disbursements From Loan Clearing Account.

6.1. To First Advance. It shall be a condition precedent to the first disbursement of funds from the Loan Closing Account that:

(a) Each and every representation and warranty relied upon by the Bank in connection with this Bond Purchase Agreement is and continues to be true, and no event or condition exists which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(b) The Issuer furnishes, or causes to be furnished, to the Bank the following items and documents on or before the date specified for such first disbursement (all of which information and documents shall be in form satisfactory to the Bank and Bank's counsel and approved by the Bank, in its sole discretion, acting reasonably):

(i) The Title Policy, subject only to Permitted Exceptions and providing for, among other things, the following:

(A) Insurance of the first priority, validity and enforceability of (I) the Deed of Trust respecting the Project in the amount of \$3,533,000, with a pending disbursement endorsement and (II) the Deed of Trust respecting the Chouteau Building in the amount of \$_____;

(B) Insurance of the lien and security interests created by each Deed of Trust without exception for either filed or unfiled mechanic's or materialmen's liens;

(C) A zoning endorsement stating that the Project property or Chouteau Building, as applicable, is properly zoned so as to permit the construction and operation of the Project.

Should any terms and provisions or exceptions contained in the Title Policy or in any commitment to issue the same require the Issuer to furnish documentation in addition to that specifically required by this Bond Purchase Agreement, the Issuer will promptly furnish such documentation to the Bank and Title Company.

(ii) The Plans and Specifications (one (1) copy), provided, however, that if the same is not available as of the Closing Date, then as soon as the same may become available.

(iii) Certification by the surveyor that the Project is not located in a FEMA designated 100-year flood plain (Zone A) or, if the Project is so situated, a flood insurance policy on the Project.

(iv) Results of a soil test of the condition of the Project property by _____, together with a signed subcontract to correct special soil conditions (if any) and the Issuer's certification that necessary procedures to correct special soil conditions (if any) will be followed, along with a signed estimate of the costs of such work.

(v) Evidence satisfactory to the Bank that the Project and the construction thereof will be in compliance with all Laws, including environmental compliance, such evidence to include copies of the grading and building permits issued by the City, if available, and a copy of the zoning ordinance of the City, or letter issued by the City evidencing that the Project property is properly zoned.

(vi) The Environmental Report stating that _____ has performed an environmental investigation of the Project and except as disclosed in the Environmental Report that such investigation has revealed that there are no toxic or hazardous substances or any other materials present in, on or under such property which may pose a hazard to health, safety or the value of such property and that it is reasonable for the Bank to conclude that such property is free from any such hazardous or toxic substances or any other materials which could pose a hazard to health, safety or the value of such property.

(vii) The Construction Contract, which will be a guaranteed maximum price with fee contract and will provide for (other than for materials-only subcontracts) a five percent (5%) retainage to be released upon completion of the Project and upon satisfaction of the conditions set forth in Section 6.3.

(viii) A copy of the contract with the Engineer for the provision of engineering services for the construction of the Project.

(ix) The written confirmation of the Contractor and Architect that the Plans and Specifications shall be available for use by the Bank upon default by the Issuer under this Bond Purchase Agreement and that each will, at the Bank's request, continue performance under their respective contracts on behalf of the Bank should the Issuer default in its obligations under this Bond Purchase Agreement. For the purposes hereof, the form of Consent of Architect's attached to the Assignment of Plans and Specifications and Architect's Contract required to be delivered to Bank satisfies the aforesaid requirement.

(x) A list of all subcontractors who will be working on the Project detailing the work to be performed and the effective date of such subcontractor's contract, provided, however, that if the same is not available as of the Closing Date, then

as soon as the same may become available. The Issuer may from time to time substitute subcontractors provided, however, that the Issuer notifies the Bank of the same, the work to be performed and the effective date of such substitute subcontractor's contract.

(xi) The Loan Budget.

(xii) The Detailed Cost Breakdown (certified by the Issuer to be true and correct on its best estimate and judgment) which shall show a total acquisition and development cost of \$3,533,000 and shall include the cost of financing, installation and completion of the Project in accordance with the Plans and Specifications, together with a projected schedule of disbursements by month for all items including interest and hard construction costs, and all additional construction costs and fees, including legal fees, loan fees to the Bank, engineering fees, taxes, development fees, title insurance fees, accounting fees, and insurance costs.

(xiii) Copies of all contracts with the Major Subcontractors executed as of the date of the first disbursement.

(xiv) A requisition for payment of the first disbursement setting forth the amount by item being requested.

(xv) A certificate of the Issuer in which the Issuer certifies to the Bank that to the best of the Issuer's knowledge, no toxic or hazardous substances or any materials posing a hazard to health, safety or the value of the Project to be located thereon will be used in the construction and development of the Project. For the purposes hereof, the representation and warranty set forth in Section 4(1) complies with the requirements set forth herein.

(xvii) A Certificate of Insurance evidencing that the [insurance or self-insurance](#) required hereunder is in place.

(xviii) A performance and payment bond or bonds in the full amount of the Construction Contract on AIA Document A312 or other bond form acceptable to the Bank, issued by a bonding company with a current A.M. Best rating not lower than A and a financial classification rating of X or better. The Bond(s) shall name both the Issuer and the Bank as payees.

6.2. To Subsequent Disbursements. It shall be a condition precedent to each disbursement after the first disbursement that the Issuer furnish to the Bank the following items and documents (all of which information and documentation shall be in form satisfactory to the Bank and its counsel and approved by the Bank, in its sole discretion acting reasonably) and that the following statement of facts is true and will continue to be true and that no event or condition exists which, with the lapse of time or the giving of notice, or both, might or would cause such state of facts to be untrue or might or would constitute an Event of Default hereunder:

(a) The facts, documents, representations and warranties which resulted in the satisfaction of the conditions precedent to the first disbursement, as enumerated in Section 4.1 above, shall be of continuing validity, existence and accuracy.

(b) Appropriate lien waivers for goods and services paid from the preceding disbursement shall have been submitted by the Contractor and all subcontractors evidencing disbursement and receipt of such disbursement in accordance with the requisition therefor. Copies of all such lien waivers, together with copies of all paid bills and applications for payment by the Contractor shall be furnished to the Bank on the earlier of (i) thirty (30) days after the disbursement relative thereto, or (ii) the time of the next succeeding request for a disbursement.

(c) The Project Title Policy shall be posted so as to insure each disbursement and the aggregate of all disbursements without exception for filed or unfiled mechanics' liens or any other lien, encumbrance, easement or restriction not approved by the Bank and the Title Company shall have furnished to the Bank a report of any liens filed against the Real Estate.

(d) At the option of the Bank (but at the Issuer's cost), each or any request for a disbursement shall be accompanied by a certificate of the Engineer, which certification will be in form approved by the Bank, and shall include the representation that the work accomplished or material purchased and installed is in conformity with the Plans and Specifications.

(e) Upon the request of the Bank, the Issuer will furnish the Bank from time to time with written schedules of the costs of construction incurred, estimates of total cost to be incurred, percentage of completion and the cost of completing the Project in such form and with such supporting documents as the Bank shall otherwise reasonably require.

(f) The amount remaining to be disbursed, together with other funds available to the Issuer and irrevocably set aside for the Project, must be sufficient to complete construction of the Project according to the Plans and Specifications, the Loan Budget, this Bond Purchase Agreement and the other Financing Documents.

(g) The Issuer shall be in full compliance with this Bond Purchase Agreement and construction of the Project will be in compliance with the Plans and Specifications.

(h) Copies of those contracts with the Major Subcontractors not delivered at the time of the first advance shall have been delivered as they become available.

(i) Any permits, including building permits, utility letters and any other similar documentation not delivered prior or simultaneously with the first advance shall have been delivered as they become available.

(j) If the requested disbursement is for any portion of the Project for which funds are to be provided from sources other than proceeds of the Bonds, all such funds, to the extent necessary for payment of the subject request and all previous requests, are or have been made available in a timely manner for disbursement through the Loan Closing Account.

6.3. To Final Disbursement. It shall be a condition precedent to the final disbursement (which final disbursement shall be in an amount equal to the total retention on contractor payments plus any amounts not then paid but then due under the Construction Contract) that the Issuer furnish to the Bank the following items and documents (all of which information and documentation shall be in form satisfactory to the Bank and its counsel and approved by the Bank, in its sole discretion acting reasonably), and that the following statement of facts are true and will continue to be true and that no event or condition exists which, with the lapse of time or the giving of notice, or both, might or would cause such state of facts to be untrue or might or would constitute an Event of Default:

(a) The facts, documents, representations and warranties which resulted in the satisfaction of the conditions precedent to the first and subsequent disbursements, as enumerated in Section 6.1 and Section 6.2 above, shall be of continuing validity, existence and accuracy.

(b) The Bank shall be furnished with a final endorsement to the Project Title Policy insuring the lien of such Deed of Trust in the full amount disbursed without exception as to filed or unfiled mechanics' liens, occupancy permits and all other governmental approvals which may be required by law or any policy of insurance as a condition to coverage, a final as-built survey and the certificate of the Engineer that the Project has been completed in accordance with the Plans and Specifications (which certification shall be at the cost of Issuer).

(c) A final affidavit of completion from the Contractor certifying that the Project is complete, constructed in accordance with the Plans and Specifications and in compliance with all Laws.

(d) The Issuer shall furnish final and full lien waivers from the Contractor and all subcontractors and materialmen and an affidavit of full payment and completion of the Contractor substantiating the same.

6.4. Cessation of Disbursements. The Bank shall have the right to cause a cessation of disbursements from the Loan Closing Account, and shall not be obligated to make any further disbursements, to Issuer upon the occurrence of any of the following:

(a) Any Event of Default shall have occurred and be continuing hereunder.

(b) The Project is materially damaged by fire or other casualty and not repaired within a reasonable period of time, unless the Bank actually receives insurance proceeds or a cash deposit from the Issuer sufficient in the Bank's judgment to pay for the repair of the Project in a timely manner.

(c) An event of Loan Out Of Balance shall have occurred and be continuing.

7. **Disbursement Procedures.**

7.1. Terms and Conditions. Except for disbursements for payment of interest on the Bonds, which shall be by direct debit initiated by the Bank on each date on which interest is due and payable, disbursements from the Loan Clearing Account are to be made by the Bank on the following terms and conditions.

(a) Disbursements shall be made in compliance with the Loan Budget and the Detailed Cost Breakdown (and with each line item on both) and only in payment for items and amounts related to construction, development and financing of the Project (including the payment of interest due the Bank pursuant to the terms of the Bonds) and other expenses incidental thereto and for such other items as may be approved in advance by the Bank. The amount of any disbursement hereunder other than the final disbursement shall not exceed with respect to work in place (hard costs) ninety-five percent (95%) of such costs and with respect to other costs, expenses, general conditions and fees actually paid or payable by the Issuer (soft costs) one hundred percent (100%) of such costs.

(b) Anything to the contrary herein notwithstanding, the Bank shall not be obligated to make any disbursement should it believe in the exercise of good faith judgment based upon information considered reliable by it that the Project will not be completed in accordance with the Plans and Specifications on or before the Completion Date at a cost not exceeding that provided for by the Construction Contract. In the event the Bank elects to refuse to make a disbursement for any of the reasons set forth in the immediately preceding sentence, the Bank shall notify the Issuer that it does not intend to make additional disbursements and the reason for such refusal. If Issuer has undertaken such actions as are necessary, in the opinion of the Bank, to remedy the situation giving rise to the Bank's refusal to disburse prior to the scheduled date of any disbursement, the Bank shall disburse funds as scheduled or within a reasonable time thereafter. Should the Bank cease disbursement on the basis of its good faith belief that the total cost of the Project will exceed that provided for in the Construction Contract, the Issuer shall have thirty (30) days from the date of such notice to deposit with the Bank for payment of such additional cost such amount in cash (or an irrevocable bank letter of credit for such amount) as is necessary to satisfy the Bank that the relevant conditions and provisions of this paragraph have been satisfied.

(c) The Issuer shall cause all requests for disbursements to be submitted to the Bank on a Standard AIA Requisition Request or other form satisfactory to the Bank not more frequently than monthly. The Bank shall have ten (10) business days to process any request for disbursement after it is received in proper order with all required supporting documentation. All of the Contractor's requisitions will be signed by the Contractor and approved by an authorized Representative of the Issuer. The Contractor's requisitions will specify or refer to the contracts or subcontracts to which the proceeds of the relevant disbursement will be applied. The Bank may, at its option, withhold further disbursements until satisfied that payments for labor and material for the Project are being made from the proceeds of the Loan. The Issuer's requisitions for funds will detail the application of funds being requested and will be signed by an authorized Representative of the Issuer.

(d) The Bank, at its option, may retain or require the Issuer to retain the Engineer who shall, for and on behalf of the Bank, review the Plans and Specifications and certification of each construction draw request as to work-in-place and materials-on-site, and who, at the direction of the Bank, shall inspect all plans, specifications, permits, invoices, waivers and other similar documents and who shall have the right to halt construction in the event that there is a determination that construction is not progressing in conformity with the Plans and Specifications or applicable laws, ordinances, licenses and permits. The Engineer shall perform such other duties and have such other powers and responsibilities as the Bank may reasonably require. The Issuer shall pay all fees and expenses of any such Engineer. Notwithstanding anything contained herein to the contrary, the Bank shall have no responsibility or liability for the correctness or adequacy of the Plans and Specifications, conformity of the Project thereto or adequacy of work, labor, services and materials furnished in connection therewith.

(e) At all reasonable times, representatives of the Bank, including any architect or engineer employed by the Bank, shall have full and free access to the Project property and construction site and all of the Issuer's books and records pertaining to the Project. Issuer shall lend assistance to such representatives.

8. **Issuer's Covenants.** The Issuer hereby covenants and agrees with the Bank that, so long as the Bonds have not been paid in full, it will comply with the following covenants:

8.1. Affirmative Covenants.

(a) The Issuer shall pay for principal of, and premium, if any, and interest on, the Bonds and all other obligations outstanding under the Senior Indenture and Subordinated Indenture when and as due, and will duly and timely observe and perform all of its obligations under the Senior Indenture and Subordinated Indenture.

(b) The Issuer shall use the proceeds of the Bonds only for the purpose of paying the costs of the Project and to pay those items shown in the Detailed Cost Breakdown and will furnish the Bank such evidence as it may reasonably require with respect to such use.

(c) The Issuer shall commence the construction phase of the Project in accordance with the Plans and Specifications on or before the Commencement Date and shall diligently prosecute the same in accordance with the Plans and Specifications until completion. Construction of the Project shall be completed on or before the Completion Date, subject, however, to events or conditions beyond Issuer's control such as strike, work stoppage, inclement weather, governmental action, material shortages and supply failure.

(d) The Issuer will obtain the Bank's prior written approval of any material change or changes (or other individual change which aggregates \$50,000 or more) in the final, approved Plans and Specifications and of any change or changes in the quality or quantity of any work or materials. The Bank shall have a reasonable time to evaluate any requests for its approval of any such changes, and will not be required to consider approving any changes unless all other approvals required from other parties, whether governmental or otherwise, have been obtained. The Bank may approve or disapprove changes in its reasonable discretion.

(e) Representatives and agents of the Bank shall have full and free access to the Project property and construction site at all reasonable times for the purpose of inspecting the Project; provided, however, that such representatives and agents shall not interfere with the construction and further provided, however, such inspection shall impose no liability of any nature whatsoever upon the Bank, and any such inspection is for the sole purpose of confirming the progress and nature of the construction of the Project, protecting the Collateral and preserving the Bank's rights hereunder. No Event of Default will be waived by any inspection by the Bank. In no event shall any inspection by the Bank be a representation that the Project have been or are being constructed in compliance with the Plans and Specifications or that the Project is free from defective material or workmanship.

(f) The Issuer shall cause the Project to be constructed of first class materials in a good, substantial and workmanlike manner in accordance with the Plans and Specifications, and the Issuer shall cause such construction phase to be completed free and clear of any claims or liens for labor, materials, or supplies.

(g) The Issuer shall accept disbursements in accordance with the provisions hereof and shall use or cause each such disbursement to be used solely for the payment of acquisition costs, materials, supplies, labor, services, costs and expenses incurred in connection with the acquisition and development of the Project and in payment or performance of any obligation of the Issuer to the Bank, all as shown in the Detailed Cost Breakdown and for no other reason.

(h) Subject to and consistent with applicable law, the Issuer will use all reasonable efforts to charge such rates, fees, fines, penalties, rentals and other charges as may be necessary or proper in order that the Revenues in each fiscal year will at least equal an amount sufficient to satisfy any debt service coverage ratio covenant in the Senior Indenture or Subordinated Indenture and to pay the amounts payable in respect of the Bonds.

(i) The Issuer shall cause the Project to be constructed in compliance with all pertinent and applicable local, county, state or federal statutes, ordinances or Laws, including, but not limited to applicable zoning, building code and environmental protection ordinances.

(j) Until such time as the liens securing the Bonds are released in full, the Issuer shall maintain insurance or self-insurance (in addition to the insurance required by Section 6.1(b)) with respect to both the Project and the Chouteau Building an insurance policy or policies covering such hazards as the Bank may require, in the case of the Project prior to the completion of construction, written on a builder's all risk form for not less than the principal amount of the Bonds (on a replacement value basis of coverage), public liability insurance in an amount of not less than \$1,000,000 for bodily injury or death of one person per occurrence, with a \$5,000,000 umbrella policy for personal injury or death for each occurrence, and \$1,000,000 for property damage, and Workers' Compensation Insurance as required by applicable Laws. The hazard and liability insurance shall be issued by an insurance carrier rated A or better and a financial classification rating of X or better in Best's Insurance Report, and each policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it

materially and adversely to the interest of the Bank without first giving written notice thereof to the Bank at least ten (10) days in advance of such cancellation. The Issuer will furnish to the Bank such evidence of insurance as the Bank may require from time to time. The Issuer shall pay or cause to be paid, as and when due, all premiums for all insurance policies and shall deliver to the Bank such insurance policies or certificates of insurance in form acceptable to the Bank. The Issuer hereby agrees that, in the event it fails to pay or cause to be paid the premium on any such insurance when due, the Bank may do so and be reimbursed by the Issuer therefor. The Bank is hereby appointed the Issuer's attorney-in-fact (without requiring the Bank to act as such) to endorse any check which may be payable to the Issuer to collect the proceeds of such insurance, and any amount so collected may be applied by the Bank toward satisfaction of any of the Obligations. An Issuer Representative shall file a certificate annually with the Bank (a) stating the manner in which the Project and the Chouteau Building are insured and (b) affirming that such coverage is sufficient to repair and rebuild the facilities in the event of damage or destruction.

The following notice is provide pursuant to Section 427.120, R.S.Mo. As used herein, the terms "you" and "your" shall refer to the Issuer, and the terms "we" and "us" shall refer to the Bank: **UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.**

(j) The Issuer shall maintain proper books of record and account, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all its business and affairs. The Issuer shall furnish the Bank:

(i) as soon as available and in any event within 120 days after the end of each fiscal year of the Issuer, a balance sheet of the Treasurer's Parking Fund as of the end of such fiscal year and related statements of income, retained earnings and changes in financial position for such fiscal year, certified without material qualification by independent certified public accounts acceptable to the Bank and, if the operations of the

Chouteau Building are not included in such financial statements, similar financial statements with respect to the Chouteau Building, similarly certified;

(ii) as soon as available and in any event within 30 days after the end of each of the first three (3) fiscal quarters of each fiscal year, a balance sheet of the Treasurer's Parking Fund as of the end of such fiscal quarter and the related statements of income, retained earnings and changes in financial position for such fiscal quarter and to date, certified (subject to normal year-end adjustments) as to fairness of presentation, generally accepted accounting principles and consistency by the Treasurer;

(iii) within 120 days after the end of each fiscal year, a certificate which (a) calculates actual debt service coverage in the prior fiscal year and (b) evidences compliance with the rate covenant set forth in the Senior Indenture. To the extent that the rate covenant has not been met, the Issuer shall deliver to the Bank a copy of the Consultant's Report required pursuant to its Senior Indenture;

(iv) promptly upon receipt thereof, any reports (including management letters) submitted to the Issuer by its independent accountants in connection with any audit of the Treasurer's Parking Fund;

(v) simultaneously with the deliveries under (i) and (ii) above, financial statements reflecting TIF Revenues, TDD Revenues, and Net TDD Revenues;

(vi) forthwith upon the Issuer's obtaining knowledge of any condition, event or act which constitutes or which, with notice or lapse of time, or both, would constitute an Event of Default, a certificate of an authorized officer of the Issuer specifying the nature thereof, the period of existence thereof and what action the Issuer has taken, is taking or proposes to take with respect thereto;

(vii) forthwith upon the Issuer's obtaining knowledge thereof, notice that a claim or allegation has been made regarding the occurrence of an event of default under any note or any other agreement of the Issuer for money borrowed or under any note or other security issued pursuant thereto, such notice to specify the nature of such claim or allegation and what action the Issuer has taken or is taking or proposes to take with respect thereto.

Together with each delivery of financial statements required by clause (i) above, the Issuer will deliver to the Bank a certificate of the Treasurer in the form attached as Exhibit D stating that there neither exists nor has occurred any condition, event or act which constitutes an Event of Default as defined in Section 9, nor any condition, event or act which, with notice or lapse of time, or both, would constitute such an Event of Default, or, if any such condition, event or act exists, specifying the nature thereof, the period of existence thereof and what action Issuer proposes to take with respect thereto.

The Issuer will also furnish the Bank such other financial information, reports and statements, pro forma or otherwise, as the Bank may from time to time reasonably request

concerning the financial affairs and business operations of the Issuer or Issuer shall give the Bank prompt notice of any change of the Issuer's independent certified public accountants and a statement of the reasons for such change. The Issuer shall at all times utilize independent certified public accountants reasonably acceptable to the Bank.

(k) The Issuer's and Contractor's requisitions for disbursements from the Loan Clearing Account shall include only amounts actually billed the Issuer or Contractor by subcontractors and materials suppliers in connection with the Project, less any applicable retainage. No requisition shall include a request for funds not actually due on account of materials supplied and delivered to the job site or for work and labor not actually performed.

(l) ~~The~~To the extent permitted by law, the Issuer agrees to indemnify and hold the Bank harmless from and against any claim, liability, expense or cause of action arising out of the Issuer's ownership of the Project or the Chouteau Building (including environmental liabilities and claims), the Issuer's construction, use and occupancy of the Project and the mortgaging of such Project and Chouteau Building to the Bank, including, but not limited to, claims involving defective construction, property damage, personal injury, title disputes, contract disputes, liens and other matters whether or not similar to the foregoing.

(m) The Issuer will observe and comply at all times with the limitations and restrictions set forth in the final, approved Detailed Cost Breakdown and the final, approved Loan Budget, and will notify the Bank promptly if a line item maximum in either is anticipated to be erroneous. No budgetary maximum for any line item in the final, approved Loan Budget or the final, approved Detailed Cost Breakdown will be exceeded, nor will any available amounts for one line item in either be transferred to another line item in either without the express written approval of the Bank on each occasion, such approval not to be unreasonably withheld.

(n) Each request by the Issuer for a disbursement from, and any receipt by the Issuer or application by Issuer of any funds from, the Loan Clearing Account shall constitute a representation and warranty on the Issuer's part that all conditions precedent to the relevant advance are and continue to be satisfied.

(o) The Issuer shall pay or cause to be paid when due, all taxes, assessments and charges or levies imposed upon it or on any of its property or which is required to be withheld and paid over, except where contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside on its books and in such instance, upon reasonable request of the Bank, shall post bond to cover the same. The Issuer shall, however, pay or cause to be paid all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches (or security therefor) appears imminent.

(p) The Issuer shall, when requested so to do upon notice by the Bank, make available or cause to be made available for inspection by duly authorized representatives of the Bank any books and records, accounting data and other documents of the Issuer, relating to the acquisition, development and operation of the Project and will furnish the Bank any information regarding the business affairs and financial condition of the Issuer or the acquisition, development and operation of the Project within a reasonable time after written request therefor.

the Bank is under no duty to examine any books and records. Any examination is for the sole purpose of protecting the Collateral and preserving the Bank's rights hereunder.

(q) The Issuer shall take all necessary steps to comply with all present and future Laws applicable to it in the operation of the Project and all material agreements to which it is subject.

(r) The Issuer will keep accurate and complete records of the Collateral, consistent with sound business practices.

(s) The Issuer shall give immediate notice to the Bank of: (i) any material litigation or proceeding in which it is a defendant; (ii) the institution of any other suit or proceeding involving it that might materially and adversely affect its operations, financial condition, property or business; and (iii) receipt of notice that any of the Issuer's activities are not in full compliance with all applicable Environmental Laws and Occupational Safety and Health Laws.

(t) The Issuer will notify the Bank immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event that only with the giving of notice or passage of time or both, could become an Event of Default, or of the failure of the Issuer to observe any of its respective undertakings hereunder.

(u) The Issuer shall execute at its cost and expense any specific assignment, financing statement or other instrument that the Bank may reasonably request, in order to create, preserve, perfect, validate or satisfy any security interest in the Collateral. The right is expressly granted to the Bank, at its discretion, to file one or more financing statements under the Uniform Commercial Code naming the Issuer as debtor and the Bank as secured party and indicating therein the types or describing the items of collateral herein specified.

(v) The Issuer shall establish a special deposit account with the Bank into which the Issuer will deposit Chouteau Building Rents and Revenues when and as they become available and, to the extent required to pay the amounts due on the Bonds, TIF Revenues, Net TDD Revenues and other monies lawfully available to the Issuer for that purpose. The Bank will be authorized to debit such special account, to the extent of the funds on deposit, for interest on, and principal of, the Bonds when and as the same become due; provided, however, that Released Parking Revenues (as defined in the Subordinated Indenture) shall be used for that purpose to the full amount available before any Released TVB Parking Revenues (as defined in the Subordinated Indenture) are so used.

The pledge of the TIF Revenues hereunder are is subject to the Asset Sales and TIF Cap, as provided in the Redevelopment Agreement. TIF Revenues are accrued to reimburse the Treasurer for Reimbursable Redevelopment Project Costs, and are paid into the Special Allocation Fund as provided in the Redevelopment Agreement. The pledge of the TIF Revenues and Net TDD Revenues shall be subject to the terms and provisions of the Agreement to Assign Certain Revenues of even date herewith between the City and the Bank.

8.2. Negative Covenants.

(a) The Issuer shall not, without the prior written consent of the Bank, sell, transfer, lease or otherwise dispose of all or any of the Collateral; provided, however, that the Issuer may dispose of any fixture or personal property constituting part of the Project that becomes worn or broken or obsolete or otherwise requires disposal so long as the Issuer replaces the same with items of equal or greater quality and value.

(b) The Issuer will keep the Project free of liens, claims and encumbrances, other than (a) those existing on the date hereof and approved by the Bank, (b) the liens provided for in this Bond Purchase Agreement (including Permitted Liens), and (c) liens securing additional borrowings by the Issuer with the prior written consent of the Bank.

(c) Without the prior written consent of the Bank, the Issuer will not, until after substantial completion of the Project and delivery of the Architect's certificate confirming such substantial completion, use any proceeds of the Loan to pay profits or fees due the Issuer or any affiliate of the Issuer providing services or materials in connection with the Project, except to reimburse any such affiliate for the actual cost to such affiliate of services rendered or materials furnished in connection with the Project.

(d) Without the prior written consent of the Bank, the Issuer will not amend either the Senior Indenture or the Subordinated Indenture, nor will it amend, modify, terminate or curtail any document, instrument or agreement delivered to the Bank pursuant to either Section 6.1 or Section 6.2 of this Bond Purchase Agreement.

(e) Except for the Asset Sales under the Redevelopment Agreement, it will not sell all or any portion of the Project without the prior written consent of the Bank.

9. **Default.**

9.1. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Issuer shall fail to pay any principal of or interest on the Bonds as and when the same is due except that so long as no other Event of Default shall have occurred hereunder which has not been cured, the Bank shall not exercise its rights hereunder until ~~five~~fifteen (~~5~~15) days after notice of such failure shall have been given to the Issuer; provided, that no more than two such failures shall be subject to cure in any one calendar year.

(b) The Issuer shall fail to observe or perform any other obligation, covenant and agreement to be observed or performed by the Issuer hereunder or under any other of the Financing Documents and the Issuer shall fail to cure the same within ~~twenty~~thirty (~~20~~30) days or if the same cannot be cured within said ~~twenty~~thirty (~~20~~30) day period, the Issuer shall fail to diligently proceed to cure the same after notice of such failure or such additional period of time acceptable to the Bank in writing in its sole and absolute discretion.

(c) Any financial or other statement, representation, warranty or certificate made or furnished by the Issuer to the Bank in connection with this Bond Purchase Agreement, or as an inducement to the Bank to enter into this Bond Purchase Agreement, or in any separate statement or document to be delivered hereunder to the Bank, shall be materially false, incorrect, or incomplete when made.

(d) The Issuer shall admit its inability to pay its debts as they mature, or shall make an assignment for the benefit of its creditors.

(e) Proceedings in bankruptcy or for reorganization of the Issuer or for the readjustment of the respective debts of Issuer, under the U.S. Bankruptcy Code, as amended, or any part thereof, or under any other Laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by the Issuer or shall be commenced against the Issuer and shall not be dismissed within forty-five (45) days of the institution thereof.

(f) A receiver or trustee shall be appointed for Issuer or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the Issuer or the Issuer shall discontinue business or materially change the nature of its business and such receivership, trusteeship or proceeding continues for forty-five (45) days after its institution.

(g) The Loan is Out of Balance at any time, and is not brought back into balance by a cash payment from the Issuer within ~~fifteen~~thirty (~~15~~30) business days after notice is given, or before the next disbursement hereunder, whichever is the first to occur.

(h) There is any material loss, theft, damage or destruction to or of any of the other Collateral (to the extent that any such loss, theft, damage or destruction is not fully compensated by insurance or by cash deposited with the Bank within thirty (30) days after the occurrence of such loss, theft, damage or destruction).

(i) The presence on or in or under the Project of any pollutants, contaminants or other substances (i) which may be or are hazardous or toxic or (ii) which may cause or have caused an investigation by any agency or instrumentality of any local, state or federal government or (iii) which may be or are in violation of any Laws of any local, state or federal government or (iv) which may be or are a hazard to residents of the area in which the Project is located.

(j) The Project is not in any event completed by the Completion Date, or cannot, in the Bank's judgment, reasonably be expected to be completed by such date.

(k) There is an Event of Default under ~~with~~either the Senior Indenture or the Subordinated Indenture which is not cured within any applicable cure period.

9.2. Acceleration. Upon the occurrence of an Event of Default, at the option of the Bank by written notice to the Issuer, the Bank may declare the Bonds to be immediately due and payable.

9.3. Remedies. After any acceleration, as provided for in Paragraph 9.2 hereof, the Bank shall have, in addition to the rights and remedies given it by the Financing Documents, all those allowed by all applicable Laws, including, but without limitation, all the rights and remedies under the Uniform Commercial Code as enacted in any jurisdiction in which any Collateral may be located. Without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as specifically required by this Bond Purchase Agreement or the Collateral Documents) or demand whatsoever to the Issuer, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, the whole or, from time to time, any part of the Collateral, or any interest which the Issuer may have therein. After deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services), the Bank shall apply such proceeds toward the satisfaction of the obligations of the Issuer to the Bank. Any remainder of the proceeds after satisfaction in full of such obligations shall be distributed as required by applicable Laws. Notice of any sale or other disposition shall be given to the Issuer as required by law, which the Issuer hereby agrees shall be reasonable notice of such sale or other disposition. The Issuer agrees to assemble, or to cause to be assembled, at its own expense, the Collateral at such place or places as the Bank shall designate. At any such sale or other disposition, the Bank may, to the extent permissible under applicable Laws, purchase the whole or any part of the Collateral. With respect to the exercise of the Bank's right to non-judicial foreclosure sale of any property pursuant to the terms of a Deed of Trust, the Bank shall be governed by the terms and conditions of the Deed of Trust and to the extent applicable other laws of Missouri regarding real estate foreclosures. Without limiting the generality of any of the rights and remedies conferred upon the Bank under this Section, the Bank may, at its option, to the full extent permitted by applicable laws:

- (a) Enter upon the Project or the Chouteau Building or both, exclude the Issuer therefrom, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all necessary force to do so;
- (b) Use, operate, manage and control the Collateral in any lawful manner;
- (c) Collect and receive all rents, income, revenue, earnings, issues and profits from the Collateral;
- (d) Maintain, repair, renovate, alter or remove the Collateral as the Bank may determine in its discretion;
- (e) Disburse funds from the Loan Closing Account to any Contractor, subcontractor, or any person furnishing labor, material, fixtures or equipment in connection with the Project for the account of the Issuer, and the sums paid or advanced shall for the purpose of this Bond Purchase Agreement be deemed to have been advanced to the Issuer pursuant to the provisions hereof;
- (f) Perform or cause to be performed any and all of the work and labor necessary to complete the Project substantially in accordance with the Plans and Specifications;

(g) In connection with the paragraph immediately preceding, the Bank may employ watchmen to protect the Project from depredation or injury;

(h) At its option, use all drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to the Project and prepared by the Architect in connection therewith necessary to complete the Project;

(i) If any mechanics' liens should be filed against the Project, at its option, pay the same, it being agreed that sums so paid or expended in accordance with any of the provisions of this paragraph shall be added to and become a part of the sums secured by the Collateral.

To implement the rights of the Bank under this paragraph, the Issuer hereby constitutes the Bank its true and lawful attorney-in-fact with full power of substitution in the premises to complete the Project and deal with the Contractor and the Architect for any and all purposes in connection therewith in the name of the Issuer and to pay all bills and expenses incurred in connection therewith. In furtherance of the power of attorney hereby granted the Bank by the Issuer, the Issuer hereby empowers the Bank as follows:

(1) to use any funds of the Issuer, including any balance in the Loan Clearing Account, for the purpose of completing the Project;

(2) to complete the Project in substantially the manner contemplated by the Plans and Specifications and in connection therewith to employ such contractors, agents, architects and inspectors as shall be required;

(3) to pay, settle or compromise all existing bills and claims which may be or become liens against the Project or as may be necessary or desirable for completion of the Project or for the clearance of title to the Project; and

(4) to execute all applications, certificates or instruments in the name of the Issuer which may be required by any governmental authority or contract, and do any and every act which Issuer might do in its own behalf.

It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked.

The Bank, as attorney-in-fact of the Issuer, shall also have power to pay any amounts of costs which are to be (but are not) paid by the Issuer hereunder (including, without limitation, insurance premiums, tax assessments and levies) and to prosecute and defend all actions and proceedings in connection with the Project and the Collateral including actions by or against the Contractor and the Architect, and to take such action and require such performance under any surety bond or other obligation or to execute in the name of the Issuer such further bonds or obligations as may be reasonably required in connection with the work. The Issuer hereby assigns and quit claims to the Bank all sums unadvanced hereunder conditioned upon the use of such sums in trust for the completion of the Project, such assignment to become effective

only upon an Event of Default, but the Bank shall be under no obligation to do any of the things provided for in this Section. Any amounts paid or advanced by the Bank in excess of the proceeds of the Bonds shall nevertheless be considered part of the Issuer's obligations to the Bank and secured to the same extent by all of the Collateral and guaranteed by the Guaranty.

10. **Miscellaneous.**

10.1. Further Assurance. From time to time, the Issuer will execute and deliver to the Bank such additional documents and will provide such additional information as the Bank may reasonably require to carry out the terms of this Bond Purchase Agreement and be informed of the Issuer's status and affairs.

10.2. Enforcement and Waiver by the Bank. The Bank shall have the right at all times to enforce the provisions of the Financing Documents in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of the Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Bond Purchase Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

10.3. Expenses of the Bank. The Issuer shall pay to the Bank at the closing all fees and expenses of the Bank (including fees and expenses of the Bank's legal counsel) incurred by the Bank in connection with the preparation of all Financing Documents, perfection of the liens granted pursuant to the Financing Documents and administration or collection and enforcement of the Bonds and other costs and expenses associated therewith, including, without limitation, costs of title insurance, survey, environmental assessments, soil reports, architectural and engineering inspections and reports and recording fees. The Issuer shall pay when due the costs and expenses of collection or attempted collection of the amounts payable under the Bonds and other Financing Documents, including reasonable attorneys' fees whether or not litigation is commenced and including representation in any bankruptcy, receivership or other insolvency proceeding.

10.4. Notices. Any notices or consents required or permitted by this Bond Purchase Agreement shall be in writing and shall be deemed delivered if delivered in person or if sent by certified mail, postage prepaid, return receipt requested, or telegraph, as set forth below, unless such address is changed by written notice hereunder, all mailed notices shall be deemed given three (3) days after mailing.

If to the Issuer: The City of St. Louis, Missouri
1200 Market Street, Room 220
St. Louis, Missouri 63103
Attn: Larry C. Williams
 Treasurer

If to the Bank: Pioneer Bank and Trust Company
105 N. Lindbergh Boulevard
Creve Coeur, Missouri 63141
Attention: Daniel P. Narzinski
 President

10.5. Waiver and Release by the Issuer. To the maximum extent permitted by applicable Laws, the Issuer:

(a) Waives notice and opportunity to be heard, after acceleration in the manner provided in Paragraph 9.2, before exercise by the Bank of the remedies of self-help, set-off, or other summary procedures permitted by any applicable Laws or by any agreement with the Issuer and, except where required hereby or by any applicable Laws, notice of any other action taken by the Bank; and

(b) Releases the Bank and its officers, attorneys, agents and employees from all claims for loss or damage caused by any act or omission on the part of any of them except willful misconduct or gross negligence.

10.6. Revival of Obligations. To the extent that the Issuer makes a payment or payments to the Bank or the Bank enforces its security interest and lien or exercises its right of set-off, and such payment or payments or the proceeds of such enforcement or set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or other party under the Bankruptcy Code, state or federal law, common law or equitable cause, then, to the extent of such recovery, the liability or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred and shall be part of the obligations secured by the Collateral.

10.7. Binding Effect, Assignment and Entire Agreement. This Bond Purchase Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. The Issuer has no right to assign any of its rights or obligations hereunder without the prior written consent of the Bank. This Bond Purchase Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended only by a writing signed on behalf of each party.

10.8. Effect of Subsequent Amendments or Modifications. If, after the date hereof, this Bond Purchase Agreement or any of the terms defined herein (or incorporated herein by reference) or any other Financing Document or any document or instrument ancillary thereto

or hereto shall be amended or modified, such amendment or modification shall be deemed immediately incorporated herein by reference as if originally contained in this Bond Purchase Agreement or in the Financing Documents or such documents or instruments ancillary thereto or hereto without further modification to, amendment of or other confirmation of the continuing effect of any such, it being agreed that this Bond Purchase Agreement, the Financing Documents and all documents and instruments ancillary hereto or thereto will continue in full force and effect notwithstanding any such modification or amendment, mutatis mutandis.

10.9. Signage. At the request of the Bank the Issuer will erect on the Project Site one or more signs, to be provided by the Bank, stating that financing for the Project was provided by Pioneer Bank and Trust Company.

10.10. Set-off Right. The Issuer hereby grants to the Bank a continuing lien for all indebtedness hereunder upon any and all moneys, securities and other property of the Issuer and the proceeds thereof, now or hereafter held or received by or in transit to, the Bank from or for the Issuer with, and any and all claims of the Issuer against, the Bank at any time existing. Upon the occurrence of any Event of Default, the Bank is hereby authorized at any time and from time to time, without notice to Issuer, to set-off, appropriate and apply any or all items hereinabove referred to against all indebtedness of the Issuer to the Bank, whether under this Bond Purchase Agreement, the Bonds or otherwise, and whether now existing or hereafter arising.

10.11. Consent to Jurisdiction; Waiver of Jury Trial. THE ISSUER IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE CITY OF ST. LOUIS, MISSOURI AND/OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE BANK MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT DELIVERED HEREUNDER. THE ISSUER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS. THE ISSUER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE ISSUER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND THE ISSUER FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE ISSUER AUTHORIZES THE SERVICE OF PROCESS UPON THE ISSUER BY REGISTERED MAIL SENT TO THE ISSUER AT THE ADDRESS DETERMINED PURSUANT TO SECTION 10.4. **THE ISSUER AND THE BANK HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE ISSUER AND THE BORROWER ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS BOND PURCHASE AGREEMENT OR ANY DOCUMENT DELIVERED HEREUNDER.**

10.12. Writing Required. **Oral Agreements or commitments to loan money, extend credit or to forebear from enforcing repayment of a debt, including promises to**

extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

11. **Governing Law.** The construction and enforcement of this Bond Purchase Agreement shall be governed by the laws of the State of Missouri.

12. **Severability.** In case any one or more of the provisions of this Bond Purchase Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Purchase Agreement, and this Bond Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

13. **Counterparts.** This Bond Purchase Agreement shall be executed in multiple counterparts, each being regarded as an original, and will become effective upon the acceptance hereof by the City and the Issuer and will be valid and enforceable as of the time of such acceptance.

14. **Execution.** You shall signify your acceptance of this Bond Purchase Agreement by execution below by the City and the Issuer. This Bond Purchase Agreement shall become effective upon such execution on or before 5:00 p.m., St. Louis time, on the date hereof.

Very truly yours,

PIONEER BANK AND TRUST COMPANY

By: _____
Name: Daniel P. Narzinski
Title: President

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

By: _____
Darlene Green
Comptroller

By: _____
Larry C. Williams
Treasurer and Supervisor of
Parking Meters

Approved as to Form:

Attest:

By: _____
City Counsel

Parrie L. May
City Register

EXHIBIT C TO BOND PURCHASE AGREEMENT
OUTSTANDING REVENUE OBLIGATIONS

Outstanding Under the Senior Indenture:

Parking Revenue Refunding Bonds, Series 1996, in the original principal amount of \$25,820,000

[Parking Revenue Bonds (Marquette Building Facilities), Series 1998 in the original principal amount of \$8,000,000]

Parking Revenue Bonds (Argyle Building Facilities), Series 1999 in the original principal amount of \$11,420,000

Outstanding Under the Subordinated Indenture:

Subordinated Parking Revenue Bonds (Downtown Parking Facilities) Series 2002 in the original principal amount of \$21,005,000

EXHIBIT D TO BOND PURCHASE AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

_____, 2006

Pioneer Bank and Trust Company
105 North Lindbergh
St. Louis, Missouri 63141
Attention: Daniel Narzinski, President

Ladies and Gentlemen:

Reference is hereby made to the Bond Purchase Agreement dated _____, 2006, by and between the City of St. Louis, Missouri acting through its treasurer in his capacity as Supervisor of Parking Meters, and Pioneer Bank and Trust Company (as from time to time amended, modified, extended or renewed, the "Agreement"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

The undersigned hereby certifies to you that as of the date hereof:

- (a) all of the representations and warranties of the Issuer set forth in the Agreement are true and correct in all material respects;
- (b) no violation or breach of any of the covenants set forth in the Agreement has occurred and is continuing;
- (c) no Default or Event of Default under or within the meaning of the Agreement has occurred and is continuing; and
- (d) the financial statements of Issuer delivered to you with this letter are true, correct and complete and have been prepared in accordance with generally accepted accounting principles.

Very truly yours,

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Title: Treasurer

EXHIBIT B

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** Missouri Future Advance Deed of Trust and Security Agreement
2. **Date of Document:** May 30, 2006
3. **Grantor(s):** The City of St. Louis, Missouri
4. **Grantee(s):** Pioneer Bank and Trust Company
5. **Statutory Mailing Address(es):**

<u>Grantor:</u>	<u>1200 Market Street</u> <u>St. Louis, Missouri 63103</u>
<u>Grantee:</u>	<u>105 N. Lindbergh Boulevard</u> <u>Creve Coeur, Missouri 63141</u>
6. **Legal description:** See Exhibit A annexed to the document.
7. **Reference(s) to Book(s) and Page(s):**

MISSOURI FUTURE ADVANCE
DEED OF TRUST AND SECURITY AGREEMENT

THIS MISSOURI FUTURE ADVANCE DEED OF TRUST AND SECURITY AGREEMENT (as subsequently amended or modified, "Deed of Trust"), dated as of May 30, 2006, is granted by **The City of St. Louis, Missouri**, a municipal corporation and a political subdivision of the State of Missouri ("Grantor"), acting through the Treasurer of the City of St. Louis in his capacity as Supervisor of Parking Meters whose address is: 1200 Market Street, St. Louis, Missouri 63103; to **Tom Brouster, Jr.**, as trustee ("Trustee"), having a mailing address of 2211 Big Bend Boulevard, Maplewood, Missouri 63117; for the benefit of **Pioneer Bank and Trust Company**, a Missouri trust company, its successors and assigns ("Grantee" or "Beneficiary"), whose address is 105 N. Lindbergh Boulevard, Creve Coeur, St. Louis, Missouri 63141. The following recitals form the basis for this Deed of Trust and are made a material part hereof:

A. Grantor is issuing its \$3,533,000 The City of St. Louis, Missouri Parking Revenue Bonds (Park East Lofts Garage) Series 2006 (the "Bonds").

B. Beneficiary has agreed to purchase the Bonds pursuant to a Bond Purchase Agreement of even date herewith (the "Purchase Agreement").

C. Capitalized terms used and not otherwise defined herein shall have the meaning provided in the Purchase Agreement. All provisions of the Purchase Agreement and the Bonds are hereby incorporated herein as if fully set forth at length in the text of this Deed of Trust, and Grantor hereby agrees to abide by all of the provisions of the Purchase Agreement and the Bonds.

D. Grantor is now or hereafter may become otherwise obligated or indebted to Beneficiary, and Beneficiary may make future advances to or for the benefit of Grantor, and Grantor may incur future obligations to Beneficiary, as specified above, or pursuant to other bonds, contracts, guaranties or other evidences of indebtedness or obligations now or hereafter executed by Grantor in favor of Beneficiary.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, ASSIGN, TRANSFER AND SET OVER unto Trustee, his successors and assigns, IN TRUST (and with the power of sale remedy granted herein), forever, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Mortgaged Property"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as defined below) and not secondarily:

A. Land. All the estate, right, title and interest of Grantor in, to and under, or derived from the plots, pieces and parcels of land situated in the City of St. Louis, State of Missouri, more

particularly described in Exhibit A hereto (the “Land”), with the tenements, hereditaments, appurtenances and all the estates and rights of Grantor in and to the Land and all right, title and interest, if any, of Grantor in and to the streets, roads, sidewalks and alleys abutting the Land, and strips and gores within or adjoining the Land, whether private or public and whether vacated or to be vacated by law or otherwise; the air space and right to use said air space above the Land and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicle to parking facilities on or within the Land, all easements now or hereafter affecting or benefiting the Land, including, without limitation, all reciprocal easement agreements, royalties and all rights appertaining to the use and enjoyment of the Land, including alley, drainage, mineral, water, oil and gas rights.

B. Improvements. All buildings, improvements and structures at any time, now or hereafter, erected, situated or placed thereon (the “Improvements”).

C. Fixtures. All fixtures and personal property now or at any time hereafter annexed, affixed or attached to said real estate and/or the buildings, improvements or structures thereon and all replacements, additions and substitutions thereof or thereto, including (but not limited to) all apparatus, appliances, machinery, equipment and articles used to supply or provide, or in connection with, heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation and sprinkler systems, all fire prevention and extinguishing apparatus, all window shades, drapes, drapery equipment, carpeting, tile and floor coverings, all wall coverings, all security and access control apparatus, and all trees, plants and landscaping (the Land, together with the Improvements and Fixtures, is referred to herein as the “Premises”).

D. Claims; Books and Records. All right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Beneficiary be necessary to preserve, protect, or enforce the rights or claims of Grantor in and to the Premises or the Personal Property or both, including the filing of any proof of claim in any insolvency proceeding under any state, federal or other laws and any rights, claims or awards accruing to or to be paid to Grantor; and all books, records, computer records, electronic data, reports, tests, surveys, plans, specifications, permits, conditional use permits, licenses, computer disks, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and documents of any kind or nature relating to the foregoing or the development or operation thereof.

E. Leases. All leases, subleases, lettings and licenses of the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, extensions, renewals and restatements thereof (all of the foregoing hereinafter collectively referred to as the “Leases”), and all right, title and interest of Grantor thereunder, including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the right to receive and collect the rents, expense reimbursements, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof (all of the foregoing hereinafter collectively referred to as the “Rents”) and the right to apply the same to the payment and performance of Grantor’s Obligations (as hereinafter defined).

F. Accessions; After Acquired Property and Proceeds. All accessions to any of the foregoing and all substitutions, renewals, improvements and replacements of and additions thereto; all after-acquired property of the nature described above; all products and proceeds of any of the foregoing, including, without limitation, insurance proceeds, whether cash or noncash, immediate or remote, including without limitation, all income, accounts, contract rights, general intangibles, chattel paper, bonds, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange, or other disposition of any of the foregoing items.

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof, unto Trustee, its successors and assigns, IN TRUST, forever, nevertheless, for the purpose of securing all obligations, warranties, representations, agreements, covenants and liabilities of Grantor to Beneficiary (including, without limitation, the obligation to repay the Bonds and all interest accrued thereon), whether primary, secondary, direct, contingent, fixed or otherwise, whether heretofore, now or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Deed of Trust, the Purchase Agreement, or other agreement entered into after the date hereof (including, without limitation, any interest rate swap agreements, interest rate cap or collar agreements or other comparable agreements), or by operation of law or otherwise (collectively, "Grantor's Obligations").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Covenants of Grantor.

1.1 Payment and Performance of Grantor's Obligations. Grantor shall (i) duly repay the Bonds and all interest thereon, as and when the same shall become due and payable, according to the provisions of the Bonds and the Purchase Agreement, and (ii) pay and perform all of the Grantor's Obligations according to the provisions of the Purchase Agreement.

1.2 Due on Sale or Encumbrance. Except as permitted by the Purchase Agreement, Grantor will not, without the prior written consent of Beneficiary, transfer, convey or otherwise part with title to any of the Mortgaged Property, or any portion thereof or ownership interest therein, or create or permit or allow to exist or to be created any mortgage, deed of trust, pledge or other encumbrance on any of the Mortgaged Property, other than this Deed of Trust and the Permitted Exceptions to Title (as hereinafter defined). Except as may be expressly permitted in the Purchase Agreement, Grantor will not suffer or permit any lien of any nature whatsoever to attach to any of the Mortgaged Property or to remain outstanding against the same or any part thereof. If any such lien shall be filed against the Mortgaged Property, Grantor shall promptly and at its sole expense have such lien or encumbrance removed and insured over by the title company, unless otherwise specifically permitted in the Purchase Agreement.

1.3 Title. Grantor represents, warrants and covenants that (a) Grantor is the holder of the fee simple title to the Land, free and clear of all liens and encumbrances, except for Permitted Exceptions to Title; and (b) Grantor has legal power and authority to

put a lien upon and convey the Premises. As used herein, “Permitted Exceptions to Title” means those title exceptions listed on Exhibit B to the Purchase Agreement and incorporated herein by reference and those specified in Schedule B to the Title Policy that are approved by Beneficiary in writing, as the same may be amended with Beneficiary’s written approval. As used herein, “Title Policy” means the loan policy of title insurance to be issued to Beneficiary in accordance with the Purchase Agreement, as the same may be amended, modified or endorsed from time to time in accordance with Beneficiary’s written consent.

1.4 Maintenance, Repair, Restoration, Prior Liens, Parking. Grantor covenants that, so long as any portion of the Grantor’s Obligations remains unpaid, Grantor will:

(a) except those Improvements to be razed or demolished as part of Grantor’s redevelopment plans, promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

(b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien;

(c) pay when due Grantor’s Obligations in accordance with the terms of the Bonds and the other Purchase Agreement and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Grantor under the Bonds, this Deed of Trust and the other Bond Documents;

(d) pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Beneficiary;

(e) complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

(f) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

(g) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Deed of Trust;

(h) other than those contemplated by Grantor's redevelopment plans, make no material alterations in the Premises or demolish any portion of the Premises without Beneficiary's prior written consent, except as required by law or municipal ordinance;

(i) other than those contemplated by Grantor's redevelopment plans, suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Beneficiary's prior written consent;

(j) pay when due all operating costs of the Premises;

(k) other than those contemplated by Grantor's redevelopment plans, not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Beneficiary's prior written consent;

(l) cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations and any restrictive covenants applicable to the Premises (including, without limitation, laws relating to land use, development, zoning, building, noise abatement, occupational health and safety and the environment).

1.5 Fixtures. Grantor agrees that it will take title in its name to all of the fixtures, attachments and equipment delivered upon, attached to or used in connection with the Mortgaged Property, that such property will be kept free and clear of all chattel mortgages, conditional vendor's liens and all liens, encumbrances and security interest whatsoever, and that Grantor will be the absolute owner of said fixtures, attachments and equipment, and will, from time to time, furnish Beneficiary with satisfactory evidence of such ownership, including searches of applicable public records.

1.6 Further Assurances. Grantor shall, upon the request of Beneficiary, from time to time, execute, deliver and furnish such documents as may be necessary to create, perfect and maintain perfected as valid liens upon the Mortgaged Property the liens granted by Grantor to Beneficiary pursuant hereto and to fully consummate the transactions contemplated by this Deed of Trust and under the Purchase Agreement.

1.7 Information. Grantor will promptly supply Beneficiary with such information concerning its affairs as Beneficiary may reasonably request from time to time hereafter; promptly notify Beneficiary of any condition or event which constitutes a breach or event of default of any term, condition, warranty, representation or provisions herein or in the Purchase Agreement, and of any material adverse change in its financial condition; permit Beneficiary or any of its agents or representatives to have access to and to audit and examine all of Grantor's books and records regarding the Mortgaged Property at any time or times hereafter during business hours; and permit Beneficiary to copy and make abstracts from any and all of said books and records.

1.8 Expenses. Regardless of whether any disbursements of funds have been made, Grantor shall pay, without limitation, all costs and expenses incurred by Beneficiary in connection with the Bonds and the Purchase Agreement, and the preparation, negotiation, and execution of this Deed of Trust and the Purchase Agreement, including, but not limited to, legal expenses, title insurance premiums, survey, recording and filing fees, fees for appraisals, reports of engineers and insurance, mortgage registration tax, and any other type of mortgage tax, if any (all fees and expenses, collectively, the “Loan Expenses”). Grantor’s obligation to pay such costs and expenses shall be in addition to Grantor’s payment of other sums to the Beneficiary pursuant to the Purchase Agreement. Notwithstanding anything to the contrary in this Deed of Trust, the obligation of Grantor to pay Loan Expenses shall survive any termination of this Deed of Trust. If Grantor fails to pay any Loan Expenses as and when required, then Beneficiary shall have the right, in addition to any other remedies available to Beneficiary, to advance proceeds to pay for such Loan Expenses by means of paying the person entitled to such payment. Any such advance shall not be deemed to have cured any default on the part of Grantor to pay such amount.

1.9 Use of Proceeds. Grantor will accept disbursements in accordance with the provisions of the Purchase Agreement, and will use or cause each disbursement to be used solely for the purposes contemplated by the Purchase Agreement and for no other purpose.

1.10 Cure Payments. If Grantor shall fail to pay any tax, assessment, lien or other charge levied or assessed against the Mortgaged Property, or any part thereof, or shall fail to keep and perform any of the covenants and conditions herein contained or in the other Purchase Agreement, then Trustee or Beneficiary shall have the right, but not the obligation, to (i) pay any such tax, assessment, lien or other charge, (ii) redeem such property from any sale or foreclosure for taxes or assessments or liens, (iii) effect and pay for insurance required hereunder or under the other Purchase Agreement, (iv) perform or pay for any other of Grantor’s Obligations, (v) make such other disbursements as are necessary or advisable in the opinion of Trustee or Beneficiary to cure any default of Grantor hereunder or under the other Purchase Agreement, (vi) protect the lien, or the priority of the lien, of this Deed of Trust or the rights of Trustee and Beneficiary hereunder, (vii) preserve the value of the Mortgaged Property, and (viii) take any action or expend any sum, or both, as may be necessary to protect against waste to or of the Mortgaged Property or any portion thereof. Any and all such sums of money advanced for such purposes by Trustee or Beneficiary shall be deemed part of Grantor’s Obligations, shall be secured by this Deed of Trust and the other Purchase Agreement and shall be payable on demand with interest accruing from the time so advanced at the Default Rate (as defined in the Purchase Agreement), and failure on the part of Grantor to repay the amounts so advanced on demand shall constitute an Event of Default hereunder; provided, however, nothing herein contained shall be construed as requiring Trustee or Beneficiary to advance or expend money or take any action for any of the purposes aforesaid.

1.11 Payment of Taxes and Assessments. Grantor will pay when due and before any penalty attaches all general and special taxes, assessments, water charges,

sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Grantor, if applicable to the Premises or any interest therein, or the Grantor's Obligations, or any obligation or agreement secured hereby.

1.12. Tax Deposits. Grantor shall deposit with Beneficiary any and all payments for Taxes as the same may be required pursuant to the terms and conditions of the Purchase Agreement.

1.13. Beneficiary's Interest In and Use of Deposits. Beneficiary may apply any monies at the time on deposit in any of Grantor's accounts with Beneficiary to cure an Event of Default or to pay any of the Grantor's Obligations in such order and manner as Beneficiary may elect and as may be permitted pursuant to the terms and conditions of the Purchase Agreement.

1.14. Insurance. Grantor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Beneficiary, in accordance with the terms, coverages and provisions described in the Purchase Agreement.

1.15. Condemnation. If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Grantor's Obligations, is hereby assigned to Beneficiary, which is empowered to collect and receive the same and to give proper receipts therefor in the name of Grantor and the same shall be paid forthwith to Beneficiary. Such award or monies shall be applied on account of the Grantor's Obligations, irrespective of whether such Grantor's Obligations are then due and payable and, at any time from and after the taking Beneficiary may declare the whole of the balance of the Grantor's Obligations due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Beneficiary, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Grantor, and Beneficiary hereby agrees that in such event it shall not declare the Grantor's Obligations to be due and payable, if it is not otherwise then due and payable.

2. Lease Assignment; Representations, Warranties and Covenants Regarding Leases.

2.1 Grantor hereby grants, transfers, sets over and assigns to Beneficiary, all of the right, title and interest of Grantor in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Premises, including, without limitation, lease termination fees, purchase option fees

and other fees and expenses payable under any lease; (b) all leases and subleases (each a "Lease"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (c) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (d) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Beneficiary given to secure Grantor's Obligations.

2.2 Grantor hereby represents and warrants to and for the benefit of Beneficiary that:

(a) Grantor is or will be the lessor under all Leases;

(b) there is no other existing assignment of Grantor's entire or any part of its interest in or to any of the leases, or any of the rents, issues, income or profits assigned hereunder, nor has Grantor entered into any agreement to subordinate any of the Leases or Grantor's right to receive any of the rents, issues, income or profits assigned hereunder;

(c) Grantor has not executed any instrument or performed any act which may prevent Beneficiary from operating under any of the terms and provisions hereof or which would limit Beneficiary in such operation; and

(d) there are no defaults by the landlord and, to Beneficiary's knowledge, there are no defaults by tenants under any presently existing Leases.

2.3 Grantor covenants and agrees that so long as this Assignment shall be in effect:

(a) except as contemplated in the Purchase Agreement and Grantor's development plans, Grantor shall not lease any portion of the Premises unless Grantor obtains Beneficiary's prior written consent to all aspects of such Lease;

(b) Grantor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Grantor shall not do or suffer to be done anything to impair the security thereof. Without Beneficiary's prior written consent, Grantor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral Leases with respect to all or any portion of the Premises;

(c) Grantor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Grantor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Purchase Agreement;

(e) Grantor shall not modify the terms and provisions of any Lease, nor shall Grantor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Beneficiary's prior written consent; provided, however, that Grantor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Grantor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Grantor and Beneficiary;

(g) Grantor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Grantor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Grantor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Beneficiary, including court costs and attorneys' fees, in any such action or proceeding in which Beneficiary may appear;

(j) Grantor shall give prompt notice to Beneficiary of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Grantor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed

and performed by the tenants and guarantors thereunder and shall immediately notify Beneficiary of any material breach by the tenant or guarantor under any such Lease;

(l) Grantor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Grantor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Beneficiary as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Beneficiary as security for tenant's performance under such Lease;

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Grantor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Beneficiary, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Grantor and Beneficiary. Grantor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon the request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Upon request by Grantor, Grantor shall deliver to Beneficiary a certified rent roll for the Premises in a form reasonably satisfactory to Beneficiary.

2.4 Unless or until an Event of Default shall occur, Grantor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Grantor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Grantor. Beneficiary shall have the right to notify the tenants under the Leases of the existence of this assignment at any time.

2.5 Beneficiary shall not be liable for any loss sustained by Grantor resulting from Beneficiary's failure to let the Premises or from any other act or omission of Beneficiary in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Beneficiary shall not be obligated to observe, perform or discharge, nor does Beneficiary hereby undertake to observe, perform or discharge any

covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Grantor under or by reason of this assignment. Grantor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Beneficiary) and hold Beneficiary harmless from and against any and all liability, loss or damage which Beneficiary may incur under any Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Grantor be liable for any liability, loss or damage which Grantor incurs as a result of Beneficiary's gross negligence or willful misconduct. Should Beneficiary incur any such liability, loss or damage under any Lease or under or by reason of this assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Grantor with interest thereon at the Default Rate and shall be secured by this assignment. This Deed of Trust shall not operate to place responsibility upon Beneficiary for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Beneficiary responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth in this Deed of Trust, and no exercise by Beneficiary of any of the rights set forth herein shall constitute or be construed as constituting Beneficiary a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Beneficiary pursuant to the provisions hereof.

3. Effect of Extensions of Time and Other Changes. If the payment of the Grantor's Obligations or any part thereof is extended or varied, if any part of any security for the payment of the Grantor's Obligations is released, if the rate of interest charged under the Bonds is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Grantor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Beneficiary, notwithstanding such extension, variation, release or change.

4. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Beneficiary of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Grantor, or (c) a change in the method of taxation of deeds of trust or debts secured by deeds of trust or Beneficiary's interest in the Premises, or the manner of collection of taxes, so as to affect this Deed of Trust or the Grantor's Obligations or the holders thereof, then Grantor, upon demand by Beneficiary, shall pay such Taxes or charges, or reimburse Beneficiary therefor; provided, however, that Grantor shall not be deemed to be required to pay any income or franchise taxes of Beneficiary. Notwithstanding the foregoing, if in the opinion of counsel for Beneficiary it is or may be

unlawful to require Grantor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Beneficiary may declare all of the Grantor's Obligations to be immediately due and payable.

5. Beneficiary's Performance of Defaulted Acts and Expenses Incurred by Beneficiary. If an Event of Default has occurred, Beneficiary may, but need not, make any payment or perform any act herein required of Grantor in any form and manner deemed expedient by Beneficiary, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Grantor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Beneficiary in regard to any tax to protect the Premises or the lien hereof, shall be so much additional Grantor's Obligations, and shall become immediately due and payable by Grantor to Beneficiary, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate then in effect. In addition to the foregoing, any costs, expenses and fees, including attorneys' fees, incurred by Beneficiary in connection with (a) sustaining the lien of this Deed of Trust or its priority, (b) protecting or enforcing any of Beneficiary's rights hereunder, (c) recovering any Grantor's Obligations, (d) any litigation or proceedings affecting the Bonds, this Deed of Trust, the Purchase Agreement or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Bonds, this Deed of Trust, the Purchase Agreement or the Premises, shall be so much additional Grantor's Obligations, and shall become immediately due and payable by Grantor to Beneficiary, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph shall be immediately due and payable by Grantor to Beneficiary, and shall be additional Grantor's Obligations evidenced by the Bonds and secured by this Deed of Trust. Beneficiary's failure to act shall never be considered as a waiver of any right accruing to Beneficiary on account of any Event of Default. Should any amount paid out or advanced by Beneficiary hereunder, or pursuant to any agreement executed by Grantor in connection with the Bonds, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Beneficiary shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

6. Security Agreement. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code as currently in effect in the state in which the Land is located ("UCC") for any of the items specified as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Grantor hereby grants Beneficiary a security interest in said items, whether now owned or hereafter acquired, and including all products and proceeds of said items. Grantor irrevocably authorizes Beneficiary to file (i) one or more financing statements describing the Mortgaged Property in all jurisdictions in which such financing statements are or may be required to be filed to perfect the grant of the security interest in the Mortgaged Property, (ii) one or more continuation statements relating to

such financing statements, and (iii) amendments of such financing statements as may be required by Beneficiary from time to time. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. This Deed of Trust is intended to be a financing statement within the purview of Section 9-502(b) of the UCC with respect to the Mortgaged Property and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Grantor and Grantee are set forth on the cover page of this Deed of Trust. This Deed of Trust is to be filed for recording with the Recorder of Deeds of the county or counties where the Land is located. In addition, Grantor agrees to deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument, in such form as Beneficiary may reasonably require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the UCC any other security interest in any of the Mortgaged Property, including replacements and additions thereto. Upon the occurrence of an Event of Default as hereinafter provided, Beneficiary shall have the remedies of a secured party under the UCC and, at Beneficiary's option, may also invoke the remedies as otherwise provided in this instrument. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the UCC or of the remedies otherwise provided in this instrument.

7. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" as that term is used herein, and any default which may occur hereunder shall constitute a default under each of the Purchase Agreement:

6.1 Grantor's failure to pay any of the Grantor's Obligations secured hereby, or any interest thereon, as and when the same shall become due and payable, whether by reason of demand, acceleration or otherwise;

6.2 Grantor fails to pay (a) any installment of principal or interest payable pursuant to the Bonds on the date when due, or (b) any other amount payable to Beneficiary under the Bonds, this Deed of Trust or the Purchase Agreement when any such payment is due;

6.3 the occurrence of an "Event of Default" as such capitalized term may be defined in the Bonds or the Purchase Agreement;

6.4 If Grantor shall be in breach of any of the terms, covenants, agreements, conditions and obligations set forth in this Deed of Trust or in the Purchase Agreement and such default shall continue for a period of thirty (30) days after the date of the mailing of a written notice addressed to Grantor at the address set forth herein, or to such other address as may be designated by Grantor in written notice delivered to Beneficiary;

6.5 If any representation or warranty of Grantor contained herein shall prove to be in any material respect incorrect or if there shall be any breach of any such representation or warranty; or

6.6 the exercise by Grantor of any of its rights under R.S.Mo Section 443.055.6, or any successor statute.

7. Remedies. Upon the occurrence of any one or more Events of Default, then, and in each and every such event Beneficiary shall have the right to exercise any one or more of the following rights and remedies in addition to any other rights and remedies available under the Purchase Agreement and applicable law and equity:

7.1 At the option of Beneficiary, all of Grantor's Obligations then outstanding and unpaid and all accrued and unpaid interest thereon shall become and be due and payable immediately, anything in the Bonds or the Purchase Agreement to the contrary notwithstanding;.

7.2 Beneficiary, or Trustee at Beneficiary's direction, shall have the right to institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Deed of Trust under any applicable provision of law.

7.3 Beneficiary shall have the right to cause the Trustee to sell the Mortgaged Property, and all estate, right, title, interest, claim and demand of Grantor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real or personal property or both as may be designated by Beneficiary, at public vendue or outcry at such place as may be proper for the conduct of such sale in the jurisdiction(s) in which the Mortgaged Property is located, to the highest bidder for cash at such time and place and upon such terms as Beneficiary may deem expedient, or as may be required by applicable law, after first giving notice as required by applicable law. In the event of a sale of less than all of the Mortgaged Property, this Deed of Trust shall continue as a lien and security interest on the remaining portion of the Mortgaged Property not sold, it being agreed by Grantor that the power of sale granted in this Deed of Trust (and all other provisions of this Deed of Trust) shall remain in full force and effect with respect to that portion of the Mortgaged Property which has not been sold. Upon any such trustee's sale under this Deed of Trust, the Trustee shall (i) receive the proceeds of such sale and deliver the same to Beneficiary for application as provided herein and in the Purchase Agreement, and (b) execute and deliver a deed or deeds or other instruments of conveyance to the property sold to the purchaser thereof or to such Person or Persons as may be directed by such purchaser.

7.4 Upon written demand of Trustee or Beneficiary, Grantor shall forthwith surrender to Beneficiary the actual possession of all of the Mortgaged Property and it shall be lawful (whether or not Grantor has so surrendered possession) for Beneficiary, either personally or by agents or attorneys, forthwith to enter into or upon the Mortgaged Property and to exclude Grantor, the agents and servants of Grantor, and all parties claiming by, through or under Grantor, wholly therefrom, and Beneficiary shall thereupon be solely and

exclusively entitled to possession of said Mortgaged Property and every part thereof, and to use, operate, manage and control the same, either personally or by managers, agents, servants or attorneys to the fullest extent authorized by law; and upon every such entry, Beneficiary may, from time to time, at the expense of Grantor, make all necessary and proper repairs and replacements to the Mortgaged Property as Beneficiary in its discretion sees fit, and any amounts so expended shall be due on demand, bear interest at the Default Rate and shall be secured hereby.

7.5 Upon the occurrence of an Event of Default, Beneficiary may make demand for and collect and receive all Rents and other income from the Mortgaged Property, including Rents and other income accrued but unpaid prior to the date of such Event of Default, and the receipt of Beneficiary therefor shall be binding on Grantor with respect to the amount so paid. All sums of money received by Beneficiary from Rents, after deducting therefrom the reasonable charges and expenses paid or incurred in connection with the collection and disbursement thereof, shall be applied to the payment of Grantor's Obligations in such order and manner as Beneficiary may elect, or applied to remedy any Event of Default as Beneficiary may direct. Any lessee of the Mortgaged Property, or any part thereof, is hereby authorized and directed by Grantor to make payments of rent in accordance with written instructions relating thereto executed by Beneficiary, or any Person acting on behalf of Beneficiary with apparent authority, and shall be fully protected in relying and acting upon such written instructions. Such lessee shall have no duty to determine whether any sum paid to Beneficiary hereunder is properly applied by Beneficiary.

7.6 Trustee or Beneficiary or both may proceed by suit or suits at law or in equity to enforce Grantor's Obligations and to foreclose the lien created by this Deed of Trust and in such event Trustee shall be entitled to a reasonable fee for his services and Trustee and Beneficiary shall be entitled to be reimbursed for their respective attorneys' fees and for all other expenses, costs and outlays.

7.7 Beneficiary shall be entitled as a matter of right to the appointment of a receiver of the Mortgaged Property, without prior notice to Grantor and without regard to (i) the solvency or insolvency of Grantor at the time of the application for such receiver, (ii) the then value of the Mortgaged Property or (iii) whether any waste of the Mortgaged Property has occurred or is threatened. Trustee, or Beneficiary, may be appointed as such receiver. Such receiver shall have full power to (i) collect the rents, issues and profits from the Mortgaged Property, (ii) construct or complete the construction of any improvements on the Mortgaged Property, (iii) exercise any right or remedy granted to Beneficiary under the Purchase Agreement, and (iv) all other powers necessary or incidental for the protection, possession, control, development, management, leasing and operation of the Mortgaged Property.

7.8 Beneficiary shall have the right, but not the obligation, to release any portion of the Mortgaged Property for such consideration as Beneficiary may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Deed of Trust, or improving the position of any subordinate

lienholder with respect thereto, except to the extent that the Grantor's Obligations shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release and applied to the Grantor's Obligations and without in any way impairing the validity, priority or enforceability of any of the Bond Documents, and may accept by assignment, pledge or otherwise any other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienholder.

7.9 Grantor shall assemble any Personal Property serving as collateral for the Bonds, or any portion thereof, at any place or places designated by Beneficiary, and promptly to deliver such collateral to Beneficiary or Beneficiary's agent.

7.10 Beneficiary or Trustee shall have the right to exercise any one or more of the rights and remedies available under the Uniform Commercial Code or otherwise at law or in equity.

8. Rights Pertaining to Foreclosure Sales.

8.1 In any sale or sales made by Trustee under the power herein granted, or upon any sale or sales under or by virtue of any judicial proceedings: (i) the whole of the Mortgaged Property, real, personal and mixed, may be sold in one parcel as an entirety, or the Mortgaged Property may be sold in separate parcels as may be determined by Trustee in his discretion; (ii) all recitals contained in any deed or other instrument of conveyance, assignment or transfer made and delivered by Trustee in pursuance of the powers granted and conferred herein, shall be prima facie evidence of the facts therein set forth; (iii) such sale or sales shall operate to divest Grantor of all right, title, interest, claim and demand, either at law or in equity, under statute or otherwise, in and to the Mortgaged Property and every part thereof so sold and shall be a perpetual bar, both in law or equity, against Grantor and any and all persons claiming or to claim from, through or under Grantor; and (iv) Beneficiary may bid for and purchase the Mortgaged Property or any part thereof and may make payment therefor by presenting to Trustee the Bonds or the other evidences of Grantor's Obligations so that there may be endorsed as paid thereon the amount of such bid which is to be applied to payment of Grantor's Obligations as herein provided.

8.2 Each time it shall become necessary to insert an advertisement of foreclosure, and sale is not had, Trustee shall be entitled to receive the sum of One Hundred Dollars (\$100.00) for services and the amount of all advertising charges from Grantor, all of which shall be further secured hereby.

8.3 The following aspects of any trustee's sale of the Mortgaged Property will not be considered to affect adversely the commercial reasonableness of any such sale: (i) the Trustee's compliance with any applicable state or federal law requirements in connection with a disposition of the Mortgaged Property; (ii) the sale of the Mortgaged Property, or any portion thereof, without giving any warranties as to the Mortgaged Property; (iii) the disclaimer of any warranties relating to the Mortgaged Property, including, without limitation, the disclaimer of any warranties relating to title or the condition of the Mortgaged Property or any component part thereof; or (iv) the sale of

any of the Mortgaged Property upon credit, provided, however, that Grantor will be credited only with payments actually made by the purchaser, received by Trustee and applied to the indebtedness of the purchaser.

8.4 If the bidder whose bid is accepted at any Trustee's sale conducted under this Deed of Trust fails to pay for the Mortgaged Property at the time or in the manner specified by the Trustee, then Trustee may resell the Mortgaged Property on the next business day (although nothing herein shall require the Trustee to offer to sell or resell the Mortgaged Property on any particular day in the event such bidder at sale fails to perform, nor preclude the Trustee from designating, by announcement at the originally advertised time and place for sale, a time other than the next business day for the re-sale of the Mortgaged Property).

8.5 Trustee or Beneficiary may conduct any number of trustee's sales from time to time. The power of sale remedy set forth in this Deed of Trust shall not be exhausted by any one or more of the following: (i) any such sale of less than the then-remaining Mortgaged Property, it being agreed that the power of sale remedy set forth in this Deed of Trust shall remain in effect as to any portion of the Mortgaged Property which shall not have been sold; (ii) any sale which is not consummated; or (iii) any sale which, in Beneficiary's sole opinion, is or may be void, voidable or otherwise defective and Beneficiary elects to cause the Trustee to re-publish and re-cry the sale as otherwise provided in this Deed of Trust.

8.6 Any trustee's sale may be adjourned by public announcement at the time and place appointed for such sale or for such adjourned sale without further notice; and Trustee shall have the right to adjourn such sale one or more times for such period or periods as may be specified by the Trustee in each such announcement.

8.7 Any trustee's sale may be abandoned at any time, with the right of Beneficiary to direct without (i) affecting the validity or priority of this Deed of Trust, (ii) affecting any of Beneficiary's rights, or Grantor's obligations, hereunder, or (iii) affecting Beneficiary's right to cause, or Trustee's right to conduct, a subsequent trustee's sale of the Mortgaged Property or any part thereof.

8.8 Upon the direction of Beneficiary, Trustee may (but shall not be obligated to) establish a minimum bid at such sale, announce that such sale will be "with reserve" or reject any bid if the minimum bid is not offered. If any such sale is not completed as a result of the rejection of any bid or the failure of any minimum price to be bid, then the power of sale remedy granted herein shall not be deemed to have been exhausted and Beneficiary shall have the right to direct the Trustee, and the Trustee shall have the right and power, to sell the Mortgaged Property at another sale conducted as provided in this Deed of Trust.

9. Expenses. In any judicial or non-judicial proceeding to foreclose this Deed of Trust or enforce any other right or remedy of Trustee or Beneficiary hereunder or under the Purchase Agreement, there shall be allowed and included in the decree for sale or other judgment

or decree all expenditures and expenses (including, without limitation, attorneys' fees and costs and the cost of obtaining title reports, title insurance, environmental reports, appraisal reports, insurance, past due taxes and assessments and other expenses of conducting such sale and evaluating the potential acquisition the Mortgaged Property) which may be paid or incurred in connection with the exercise by Trustee and Beneficiary of such party's rights and remedies provided or referred to in this Deed of Trust or the Purchase Agreement, together with interest thereon at the Default Rate, and the same shall be part of the Grantor's Obligations.

10. Application of Proceeds. The proceeds of any foreclosure or trustee's sale referred to in this Deed of Trust shall be applied as follows:

First: To the payment of the costs, expenses and liabilities of Beneficiary or Trustee or both caused by the Event of Default giving rise to such sale, including, without limitation, the cost of all attorneys' fees and expenses of Beneficiary and Trustee, and the cost of obtaining title reports, title insurance, environmental reports, appraisal reports, insurance, past due taxes and assessments and other expenses of conducting such sale and evaluating the potential acquisition the Mortgaged Property, together with interest thereon at the Default Rate, and all taxes and other charges, except any taxes or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment in full of the Grantor's Obligations (including principal, interest, penalties, premiums and fees) in such order as Beneficiary may elect.

Third: To the payment of any other sums secured hereunder or required to be paid by Grantor pursuant to any provision of the Purchase Agreement.

Fourth: To the extent permitted by applicable law, to be set aside by Beneficiary as adequate security in Beneficiary's judgment for the payment of sums which would have been paid by application under clauses First through Third above to Beneficiary, arising out of an obligation or liability with respect to which Grantor has agreed to indemnify Beneficiary, but which sums are not yet due and payable or liquidated.

Fifth: At the option of Beneficiary, to the payment of any withholding tax in accordance with applicable federal, state or local law.

Sixth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

If the net proceeds of any such foreclosure or trustee's sale under this Deed of Trust are not sufficient to fully satisfy all of the Grantor's Obligations, including, without limitation, the costs and expenses described above, then Grantor hereby promises and agrees to pay any such deficiency on demand together with interest thereon at the Default Rate.

11. Waivers. Grantor shall not apply for or avail itself of any appraisalment, valuation, redemption, stay, extension or exemption Laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of

Trust, and Grantor hereby waives the benefit of such Laws. Grantor, for itself, its successors and assigns, hereby wholly waives the period of redemption and any right of redemption provided under any existing or future Law in the event of a foreclosure of this Deed of Trust. Grantor, for itself and all who may claim through or under it, hereby waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and hereby agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Grantor hereby waives any order or decree of foreclosure, pursuant to the rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in or title to the Mortgaged Property, subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

12. Trustee's Appointment. The Trustee may resign at any time by written instrument to that effect delivered to Beneficiary. Beneficiary shall be entitled to remove, at any time and from time to time, the Trustee for any or no reason. In case of the death, removal, resignation, refusal to act or otherwise being unable to act of the Trustee, Beneficiary shall be entitled to select and appoint a successor Trustee hereunder by an instrument duly executed, acknowledged and recorded in the manner and form for conveyances of real estate in the State where the Land is located. Upon the execution and acknowledgment of the appointment of a successor Trustee, such successor Trustee shall succeed to Trustee as Trustee hereunder and to all of the rights, powers, duties, obligations and estate of said Trustee as if specifically named herein, provided no defect or irregularity in the resignation or removal of said Trustee or in the appointment of a successor Trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor Trustee pursuant thereto. It shall not be required that any such appointment of a successor Trustee be recorded prior to the commencement of the publication of any notice of a trustee's sale. The recording of an appointment of a successor Trustee after publication of a Trustee's sale hereunder is hereby authorized, and any such recording shall not affect the validity of any Trustee's sale conducted thereafter. Trustee shall not be disqualified from acting as the trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an officer employee, stockholder or subsidiary of Beneficiary, or is interested, directly or indirectly, as the holder of the Purchase Agreement, Grantor hereby expressly consenting to Trustee acting as a trustee hereunder irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in Grantor's Obligations, or the Mortgaged Property, shall neither interfere with nor prevent his acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in Grantor's Obligations or Mortgaged Property and continuing to act as Trustee.

13. Additional Provisions as to Remedies. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute; and every power and remedy given by this Deed of Trust to Trustee or to Beneficiary may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Trustee or by Beneficiary to exercise any right or power arising from any Default shall impair any such right or power or shall be construed to be a waiver of any Default or an acquiescence therein. In case Trustee shall have

proceeded to enforce any right under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely, then, and in such and every such case, Grantor and Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the Mortgaged Property, and all rights, remedies and powers of Trustee shall continue as though no such proceedings had been taken. If any additional sum or sums shall become due and owing, by Grantor to Beneficiary, pursuant to the provisions hereof, the affidavit of Beneficiary shall be sufficient evidence of the fact that such additional sums are secured hereby in the amount set forth in such affidavit. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Beneficiary of any subsequent breach or default or of any breach or default of any other provisions of this Deed of Trust. Any waiver by Beneficiary must be in writing and will not be construed as a continuing waiver.

14. Trustee's Exculpation. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by it hereunder.

15. Beneficiary's Right of Inspection. Beneficiary and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Grantor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

16. Release Upon Payment and Discharge of Grantor's Obligations. Beneficiary shall release this Deed of Trust and the lien hereof by proper instrument upon payment and discharge of all Grantor's Obligations, including payment of all reasonable expenses incurred by Beneficiary in connection with the execution of such release.

17. Notices. Any notices, communications and waivers under this Deed of Trust shall be given as provided in the Purchase Agreement.

18. Statement of Grantor's Obligations. Grantor, within seven (7) days after being so requested by Beneficiary, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Deed of Trust, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

19. Further Instruments. Upon request of Beneficiary, Grantor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Deed of Trust and of the Purchase Agreement.

20. Additional Grantor's Obligations Secured. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Deed of Trust secures more than the stated principal amount of the Bonds and interest thereon; this Deed of Trust secures any and all other amounts which may become due under the Bonds or any other document or instrument evidencing, securing or otherwise affecting the Grantor's Obligations, including, without limitation, any and all amounts expended by Beneficiary to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Deed of Trust.

21. Indemnity. Grantor hereby covenants and agrees that no liability shall be asserted or enforced against Beneficiary in the exercise of the rights and powers granted to Beneficiary in this Deed of Trust, and Grantor hereby expressly waives and releases any such liability. Grantor shall indemnify and save Beneficiary harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Beneficiary at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Beneficiary may or does become a party, either as plaintiff or as a defendant, by reason of this Deed of Trust or for the purpose of protecting the lien of this Deed of Trust; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Beneficiary in accordance with the terms of this Deed of Trust; provided, however, that Grantor shall not be obligated to indemnify or hold Beneficiary harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Beneficiary. All costs provided for herein and paid for by Beneficiary shall be so much additional Grantor's Obligations and shall become immediately due and payable upon demand by Beneficiary and with interest thereon from the date incurred by Beneficiary until paid at the Default Rate.

23. Non-Recourse Obligations. Notwithstanding anything to the contrary set forth in this Deed of Trust, the Beneficiary and Trustee acknowledge and agree that the obligations of Grantor under this Deed of Trust and the Bonds are non-recourse to Grantor, and in the event of a foreclosure under this Deed of Trust, neither the Beneficiary nor the Trustee shall seek or enforce a deficiency judgment against the Grantor and in the event a suit is brought under the Bonds, this Deed of Trust, or under any other instrument now or hereafter securing the Bonds, any judgment obtained in such suit, shall be enforced only against the property and interest conveyed and encumbered by this Deed of Trust and any other property or collateral of Grantor which is now or hereafter given to secure the Bonds and Grantor shall not have any personal liability hereunder.

24. Environmental.

24.1 Grantor shall operate and maintain the Premises at all times in compliance with all applicable Environmental Laws (including permits issued thereunder) and shall not cause nor permit operations at the Premises that will violate any Environmental Law or lead to the imposition of liability or the creation of a Lien under any Environmental Law. As used herein, "Environmental Laws" means the Resource Conservation and

Recovery Act of 1987, the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act and any other federal, state or local statute, law (including, without limitation, common law), ordinance, code, rule, regulation, permit, governmental policy or guidance statement, order, judgment or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or any other hazardous, toxic or dangerous waste, substance or constituent or other material, whether solid, liquid or gas, as now or at any time hereafter in effect, any one of which is referred to herein as an "Environmental Law." As used herein, "Hazardous Materials" or "Hazardous Material" means any hazardous substance, hazardous waste or pollutant or contaminant defined or classified as such in (or for the purposes of) any Environmental Law and shall include, without limitation, any radioactive material (including, without limitation, any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2014 et seq., as amended or hereafter amended) explosives, hydrocarbons, asbestos in any form or condition, polychlorinated biphenyls (PCBs), petroleum or petroleum based products, radon gas and all other wastes, materials and substances, now or hereafter defined or classified as hazardous, toxic, dangerous, or otherwise regulated under any Environmental Law, and any other materials or substances, the exposure to which, or release of, is prohibited, limited or regulated by any governmental authority or which does or could pose a hazard to the environment or the health or safety of the occupants of the Premises, any licensees of the occupants of the Mortgaged Property, or the owners and/or occupants of any property adjacent thereto.

24.2 Grantor shall notify Beneficiary immediately upon (i) receipt of any notice from governmental authority or third party alleging that a violation of Environmental Law has occurred or that Grantor has an obligation or is liable to perform any investigation or remediation of Hazardous Materials at or with respect to the Premises or surrounding area; (ii) acquiring information of the presence of any Hazardous Material on the Premises or emanating therefrom or any other fact or condition that is resulting or could reasonably be expected to result in any violation of or liability under Environmental Laws or adverse impact to the Premises or surrounding area.

24.3 Without necessity of any request by Beneficiary, as soon as available and in no event later than thirty (30) days after receipt thereof, Grantor shall provide Beneficiary with copies of all (a) correspondence, notices of violation, summons, orders, complaints or other documents it receives, whether from governmental entities or third parties, which pertain to the environmental condition of the Premises or surrounding area or compliance with Environmental Laws; (b) reports of previous or future environmental investigations or remedial actions undertaken at the Premises, whether by or on behalf of Grantor, governmental entities or third parties; (c) copies of licenses, certificates and permits obtained by Grantor for any demolition or construction of improvements at the Premises and the operations at the Premises after completion of same. Grantor shall also provide Beneficiary with such other information and documents concerning environmental matters associated with the Premises as Beneficiary may request.

24.4 Grantor shall not install, or allow to be installed, any underground or above ground storage tank used to contain any Hazardous Materials, including, but not limited to, oil and petroleum products, on or under any portion of the Premises.

24.5 Grantor shall perform, at its own expense and in compliance with all applicable Laws, any investigation or remediation of Hazardous Materials or other environmental condition on or under the Premises or emanating therefrom or migrating to that is required under Environmental Laws, or warranted (as determined by Beneficiary) to prevent a release of Hazardous Materials, a violation of any Environmental Law or the imposition of liability under any Environmental Law.

24.6 If a Default occurs under this **Section 24**, Beneficiary may, at its election, cause the Premises to be freed from and decontaminated of the Hazardous Material or take or cause to be taken any other action with respect to any such Hazardous Material or the Premises to protect its interest therein. Grantor hereby grants to Beneficiary, its agents and employees access to the Premises and the right to (but in no case shall Beneficiary be in any way obligated or required to) remove any Hazardous Material from the Premises and to perform such investigation and/or remediation thereon, all at Grantor's expense and as Beneficiary shall see fit.

25. Representations and Warranties. Grantor represents and warrants to and for the benefit of Beneficiary as follows:

25.1 Status; Continuing Existence. Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

25.2 Authority. Grantor has full power and authority to execute this Deed of Trust and the Purchase Agreement and all other documents required of Grantor by Beneficiary in connection with the Bonds, and the execution and delivery thereof have been duly authorized by Grantor.

25.3 Valid and Binding Obligation. This Deed of Trust and the Purchase Agreement, when executed and delivered, will constitute the valid and legally binding obligations of the party required to execute the same and will be enforceable strictly in accordance with their respective terms (except to the extent that enforceability may be affected or limited by applicable bankruptcy, insolvency or other similar debtor relief laws affecting the enforcement of creditors' rights generally), and no basis presently exists for any claim or defense against Beneficiary under this Deed of Trust, under the Purchase Agreement, or otherwise with respect to the Bonds or the Purchase Agreement.

25.4 No Violation. Neither the execution, delivery, nor performance of this Deed of Trust or the Purchase Agreement will violate or conflict with any law, rule, regulation, order, judgment, organizational documents, indenture, instrument, or agreement by which Grantor or the Premises is bound. Grantor is not in default (without regard to grace or cure periods) under any contract or agreement to which it is a party, the effect of which could adversely affect the performance of Grantor of its obligations pursuant to and as contemplated by this Deed of Trust.

25.5 No Adverse Conditions. Except for Permitted Exceptions to Title, no condition, event, agreement or restriction exists which could adversely affect the validity or priority of the liens and security interests under the Purchase Agreement, which could adversely affect the ability of Grantor to perform its obligations under the Purchase Agreement, or which could constitute an Event of Default. Grantor represents and warrants to Beneficiary that it is able to pay its debts as such debts become due, and it has capital sufficient to carry on its businesses and transactions and all businesses and transactions in which it is about to engage. Grantor (a) is not bankrupt or insolvent, (b) has not made an assignment for the benefit of its creditors, (c) has not had a trustee or receiver appointed, (d) has not had any bankruptcy, reorganization or insolvency proceedings instituted by or against it, and (e) shall not be rendered insolvent by its execution, delivery or performance of the Purchase Agreement or by the transactions contemplated thereunder.

25.6 Compliance. The Premises and its current and intended use comply with (or will, prior to the time Grantor commences any activity thereon) all applicable laws, ordinances, regulations, and other requirements of governmental authorities and any restrictive covenants applicable to the Premises (including, without limitation, laws relating to land use, development, zoning, building, noise abatement, occupational health and safety and the environment).

25.7 No Litigation. There is no litigation or proceeding pending or threatened against or affecting Grantor or the Premises, or any circumstance existing which would in any manner materially adversely affect the priority or enforceability of the Purchase Agreement and the liens and security interests created pursuant thereto, or the ability of Grantor to perform any of its obligations under the Purchase Agreement.

25.8 Accuracy. No information, certification, statement, budget, schedule, opinion, confirmation, application, affidavit, agreement, report or other item submitted to Beneficiary by Grantor pursuant to the Purchase Agreement contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the information not misleading.

25.9 No Defaults. No default, or event which with the giving of notice or lapse of time or both would be an Event of Default exists under the Purchase Agreement or any other agreement or instrument to which Grantor is a party.

25.10 Financial Statements. All financial statements of Grantor delivered to Beneficiary fairly present the financial condition of Grantor. No material adverse change has occurred in the financial condition of Grantor since the respective dates thereof. Grantor will deliver or cause to be delivered to Beneficiary all financial statements and other financial information concerning Grantor or the Mortgaged Property as required in the Purchase Agreement.

25.11 Tax Returns. Grantor has filed all required federal, state and local tax returns and paid all taxes due pursuant to said returns or any assessments against Grantor or the Premises.

25.12 Permits and Licenses. All governmental permits and licenses required by applicable law to occupy the improvements have been issued and are in full force.

25.13 Non-Foreign Status. Grantor's U.S. Taxpayer Identification Number is _____. Grantor's books and records are located at 1200 Market Street, St. Louis, Missouri 63103. Grantor has no other business addresses other than the Premises. Grantor is not a "foreign person" within the meaning of Internal Revenue Code Sections 1445 and 7701 (i.e., Grantor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder). Grantor understands that the foregoing information may be disclosed to the Internal Revenue Service by Beneficiary, its agents, successors and assigns, and that any false statement could be punished by fine, imprisonment or both.

25.14 Consents to Assignment. All necessary or appropriate third party consents to Grantor's assignment to Beneficiary of each of the Leases has been or, upon execution of such Lease, will have been obtained.

25.15 Separate Lots. The Premises is comprised of one or more separate and legal lots for real estate tax, zoning, subdivision, conveyance and all other purposes, none of which lots include any property (a) not subject to this Deed of Trust, or (b) owned by anyone other than Grantor.

25.16 Environmental. To the best of Grantor's knowledge, except as may have been disclosed to Beneficiary pursuant to the Purchase Agreement, no Hazardous Materials are present at, or migrating to, or emanating from, the Premises in violation of any Environmental Laws and there are no containment, storage, treatment or disposal facilities for Hazardous Materials on the Premises (or any adjoining property), including, without limitation, underground or above ground storage tanks, dumps, fill and disposal areas, impoundments and subsurface structures. Neither the Property nor Grantor is the subject of any pending or threatened investigation, inquiry, proceeding, suit or claim by any governmental authority or third party relating to violation of Environmental Laws or the environmental condition of the Premises or any surrounding area, nor is Grantor subject to any obligation to perform investigation or remediation of Hazardous Materials with respect to the Premises or any surrounding area. To the best of Grantor's knowledge, all activities and operations undertaken at the Premises have been, and are being conducted in compliance with applicable Environmental Laws. To the best of Grantor's knowledge, the Premises have never been used as a waste disposal site for any Hazardous Materials, as a storage site for petroleum products or chemicals, or as a manufacturing site, and no improvements or structures on the Premises contain any asbestos or asbestos-containing materials (whether or not the same is friable). To the best of Grantor's knowledge, there are not now and have never been any above or underground storage

tanks on the Premises, the Premises are not listed or proposed for listing on the National Priorities List pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq., or any similar list, schedule, log, inventory or record, however defined, that is maintained by any federal, state or local governmental entity with respect to contaminated sites; and the Premises are not, nor shall it be, subject to any lien, condition or use restriction pursuant to any Environmental Laws.

25.17 Continuation of Representations and Warranties. Grantor hereby covenants, warrants and agrees that the representations and warranties made herein shall be and shall remain true and correct as of the date hereof and at all times thereafter so long as any part of the Bonds shall remain outstanding. If any such representation or warranty fails to be true and correct in all material respects, the same shall constitute an Event of Default hereunder.

26. Miscellaneous.

26.1 This Deed of Trust and all provisions hereof shall be binding upon and enforceable against Grantor and its assigns and other successors. This Deed of Trust and all provisions hereof shall inure to the benefit of Beneficiary, its successors and assigns and any holder or holders, from time to time, of the Bonds.

26.2 In the event that any provision of this Deed of Trust is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Grantor and Beneficiary shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Deed of Trust and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Deed of Trust is to be construed in accordance with and governed by the laws of the State of Missouri.

26.3 Grantor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Deed of Trust to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Grantor hereby assigns to Beneficiary any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so used. Similarly, no building or other improvement on the Mortgaged Property shall rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Grantor which would result in a violation of any of the provisions of this subparagraph shall be void.

26.4 Beneficiary shall have the right and option to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Beneficiary. The failure to join any such tenant or tenants of the Premises as party

defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Grantor as a defense in any civil action instituted to collect the Grantor's Obligations, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

26.5 At the option of Beneficiary, this Deed of Trust shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all Leases of all or any part of the Premises upon the execution by Beneficiary of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

26.6 Nothing herein contained shall be construed as constituting Beneficiary a beneficiary in possession in the absence of the actual taking of possession of the Premises by Beneficiary pursuant to this Deed of Trust.

26.7 Beneficiary shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Grantor or of any lessee, operator, concessionaire or licensee of Grantor in the conduct of their respective businesses, and, without limiting the foregoing, Beneficiary shall not be deemed to be such partner, joint venturer, agent or associate on account of Beneficiary becoming a beneficiary in possession or exercising any rights pursuant to this Deed of Trust, any of the other Purchase Agreement, or otherwise. The relationship of Grantor and Beneficiary hereunder is solely that of debtor/creditor.

26.8 Time is of the essence of the payment by Grantor of all amounts due and owing to Beneficiary under the Bonds and the other Purchase Agreement and the performance and observance by Grantor of all terms, conditions, obligations and agreements contained in this Deed of Trust and the Purchase Agreement.

26.9 The parties hereto intend that the Deed of Trust and the lien hereof shall not merge in fee simple title to the Premises, and if Beneficiary acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Beneficiary as evidenced by an express statement to that effect in an appropriate document duly recorded, this Deed of Trust and the lien hereof shall not merge in the fee simple title and this Deed of Trust may be foreclosed as if owned by a stranger to the fee simple title.

26.10 TO INDUCE BENEFICIARY TO ACCEPT THE BONDS, GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO BENEFICIARY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE BONDS AND THIS DEED OF TRUST WILL BE LITIGATED IN THOSE COURTS SPECIFIED IN THE PURCHASE AGREEMENT, WAIVES PERSONAL SERVICE OF PROCESS UPON GRANTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY

REGISTERED MAIL DIRECTED TO GRANTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

26.11 GRANTOR AND BENEFICIARY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS DEED OF TRUST OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS DEED OF TRUST OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS DEED OF TRUST, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST BENEFICIARY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

26.12 This Deed of Trust, the Bonds, the Purchase Agreement and the other documents executed and delivered pursuant to the Purchase Agreement constitute the complete agreement between the parties with respect to the subject matter hereof, and the Purchase Agreement may not be modified, altered or amended except by an agreement in writing signed by both Grantor and Beneficiary.

26.13 THIS DEED OF TRUST SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS OF GRANTOR AND SHALL BE GOVERNED BY SECTION 443.055 R.S.MO., AS AMENDED FROM TIME TO TIME. THE TOTAL FACE AMOUNT OF THE PRESENT AND FUTURE ADVANCES AND OBLIGATIONS WHICH MAY BE SECURED HEREBY, INCLUDING, WITHOUT LIMITATION, ALL OF GRANTOR'S OBLIGATIONS IS THREE MILLION FIVE HUNDRED THIRTY-THREE THOUSAND AND 00/100 DOLLARS (\$3,533,000.00); PROVIDED, HOWEVER, IN NO EVENT IS BENEFICIARY OBLIGATED TO ADVANCE MORE THAN THE FACE AMOUNT OF THE BONDS.

26.14 This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its rules regarding conflicts of laws. Venue in any litigation hereunder shall be in the Circuit Court for the State of Missouri in St. Louis County, Missouri, or in Federal District Court for the Eastern District of Missouri as designated by Beneficiary.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed of Trust as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI

(SEAL)

Attest:

By: _____
Frances G. Slay, Mayor

By: _____

By: _____
Larry C. Williams, Treasurer

By: _____
Darlene Green, Comptroller

Approved as to Form

City Counselor

Tom Brouster, Jr., Trustee

PIONEER BANK AND TRUST COMPANY

By: _____
Daniel P. Narzinski, President

ACKNOWLEDGMENT

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

On this _____ day of May, 2006, before me, _____,
a Notary Public in and for said City and State, personally appeared Francis G. Slay, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of St. Louis, Missouri, a constitutional charter county organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said authority, and that said instrument was signed and sealed in behalf of said authority by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public - State of Missouri Commissioned in

(SEAL)

My Commission expires _____.

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

On this _____ day of May, 2006, before me, _____,
a Notary Public in and for said City and State, personally appeared Darlene Green, to me personally known, who being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, a constitutional charter county organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said authority, and that said instrument was signed and sealed in behalf of said authority by authority of its City Council, and said Comptroller acknowledged said instrument to be the free act and deed of said City.

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

Notary Public - State of Missouri Commissioned in

(SEAL)

My Commission expires _____.

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

On this _____ day of May, 2006, before me, _____,
a Notary Public in and for said City and State, personally appeared Larry C. Williams, to me
personally known, who being by me duly sworn, did say that he is the Treasurer of the City of St.
Louis, Missouri, a constitutional charter county organized and existing under the laws of the State
of Missouri, and that the seal affixed to the foregoing instrument is the seal of said authority, and
that said instrument was signed and sealed in behalf of said authority by authority of its City
Council, and said Treasurer acknowledged said instrument to be the free act and deed of said City.

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

Notary Public - State of Missouri Commissioned in

(SEAL)

My Commission expires _____.

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

On this _____ day of May, 2006, before me, a notary public, personally appeared
Tom Brouster, Jr., to me known to me to be the person who executed the foregoing instrument
and acknowledged to me that he executed the same for the purposes stated therein.

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

Notary Public - State of Missouri Commissioned in

(SEAL)

My Commission expires _____.

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

On this _____ day of May, 2006 before me, _____,
a Notary Public in and for said City and State, personally appeared Daniel P. Narzinski, to me
personally known, who being by me duly sworn, did say that he is the President of Pioneer Bank
and Trust Company, a national banking corporation, and that the seal affixed to the foregoing
instrument is the seal of said corporation, and that said instrument was signed and sealed in
behalf of said corporation, and said Daniel P. Narzinski acknowledged said instrument to be the
free act and deed of said corporation.

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

Notary Public - State of Missouri Commissioned in

(SEAL)

My Commission expires _____.

EXHIBIT A
TO MISSOURI FUTURE ADVANCE
DEED OF TRUST AND SECURITY AGREEMENT
LEGAL DESCRIPTION OF PREMISES