

1           **AN ORDINANCE RECOMMENDED BY THE BOARD OF**  
2           **ESTIMATE AND APPORTIONMENT REPEALING ORDINANCE**  
3           **NUMBER 65856 OF THE CITY OF ST. LOUIS, AND, IN LIEU**  
4           **THEREOF, AUTHORIZING AND DIRECTING THE ISSUANCE**  
5           **AND DELIVERY OF NOT TO EXCEED \$1,550,000 PLUS**  
6           **ISSUANCE COSTS PRINCIPAL AMOUNT OF TAX INCREMENT**  
7           **REVENUE NOTES (GRACE LOFTS TIF REDEVELOPMENT**  
8           **PROJECT), OF THE CITY OF ST. LOUIS, MISSOURI;**  
9           **PRESCRIBING THE FORM AND DETAILS OF THE TIF NOTES**  
10           **AND THE COVENANTS AND AGREEMENTS MADE BY THE**  
11           **CITY TO FACILITATE AND PROTECT THE PAYMENT**  
12           **THEREOF; AND PRESCRIBING OTHER MATTERS RELATING**  
13           **THERE TO.**

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

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

20           WHEREAS, staff and consultants have prepared a plan for redevelopment titled “Grace  
21           Lofts TIF Redevelopment Plan” dated November 22, 2002 (the “Redevelopment Plan”), with  
22           amendments, if any, for an area which includes the building which is listed on the National

1 Register of Historic Places and located at 1320-24 Washington Avenue (the “Redevelopment  
2 Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

3 WHEREAS, on February 25, 2003, the Mayor signed Ordinance No. 65854, which  
4 (a) approved the Redevelopment Plan and designated the Redevelopment Area as a  
5 “redevelopment area” as provided for in the Act, (b) adopted the redevelopment project  
6 described in the Redevelopment Plan (the “Redevelopment Project”), (c) adopted tax increment  
7 allocation financing within the Redevelopment Area and (d) created the City of St. Louis,  
8 Missouri, Special Allocation Fund for the Grace Lofts TIF Redevelopment Project (the “Special  
9 Allocation Fund”); and

10 WHEREAS, on February 25, 2003, the Mayor signed Ordinance No. 65855, which  
11 authorized the City to enter into a Redevelopment Agreement with McGowan Brothers  
12 Development Corporation, LLC (the “Developer”); and

13 WHEREAS, on February 25, 2003, the Mayor signed Ordinance No. 65856 (the  
14 “Original Note Ordinance”), which approved the issuance of its Tax Increment Revenue Notes  
15 (Grace Lofts TIF Redevelopment Project) (the “TIF Notes”), to provide funds to finance a  
16 portion of the costs of the Redevelopment Project by utilizing tax increment allocation financing  
17 in accordance with the Act, said funds being payable solely from certain proceeds deposited into  
18 the Special Allocation Fund; and

19 WHEREAS, the City now desires to alter the terms of issuance of the TIF Notes to  
20 provide for the initial issuance of TIF Notes to individuals and entities other than Developer; and



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

5           “Approving Ordinance” means Ordinance No. 65854, designating the Redevelopment  
6 Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax  
7 increment allocation financing within the Redevelopment Area and establishing the Special  
8 Allocation Fund.

9           “Arbitrage Certificate” means the certificate of that name the City delivered at the time of  
10 issuing of any Tax Exempt TIF Notes.

11           “Authorizing Ordinances” means Ordinance No. 65855 and Ordinance No. \_\_\_\_\_  
12 [Board Bill No. \_\_\_\_] authorizing the City to enter into the Original Agreement and the  
13 Agreement with Developer.

14           “Authorized Denominations” means \$100,000 or any integral multiple of \$1,000 in  
15 excess thereof, except with respect to the TIF Note issued upon acceptance by the City of the  
16 final Certificate of Reimbursable Redevelopment Project Costs, which TIF Note may be issued  
17 in any integral multiple of \$1,000, subject to the limitation provided in Section 201 of this  
18 Ordinance.

19           “Available Revenues” means (a) all monies on deposit in the PILOTs Account of the  
20 Special Allocation Fund; (b) all monies on deposit in the EATs Account of the Special  
21 Allocation Fund that have been appropriated to the repayment of the TIF Notes, excluding

1 (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer  
2 or (ii) any sum received by the City which is the subject of a suit or other claim communicated to  
3 the City which suit or claim challenges the collection of such sum.

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

9 “Certificate of Reimbursable Redevelopment Project Costs” means a document  
10 substantially in the form of Exhibit A to the Agreement provided by the Developer to the City  
11 evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

12 “Certificate of Substantial Completion” means a document substantially in the form of  
13 Exhibit B to the Agreement issued by the Developer to the City in accordance with the  
14 Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to  
15 construct the Redevelopment Project in accordance with the Redevelopment Plan and the  
16 Agreement.

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

20 “Debt Service Fund” means the fund by that name created in **Section 401** of this  
21 Ordinance.

1           “Debt Service Reserve Fund:” means the fund by the name created in Section 401 of the  
2 Ordinance.

3           “Debt Service Reserve Fund Requirement” means the sum of \$\_\_\_\_\_.

4           “Developer” means McGowan Brothers Development Corporation, LLC, a Missouri  
5 limited liability company, or its permitted successors or assigns in interest.

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

8           “EATs Account” means the Economic Activity Tax Account in the Revenue Fund of the  
9 Special Allocation Fund.

10          “Finance Officer” means the Comptroller of the City or her authorized agent.

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

13          “Issuance Costs” means all costs reasonably incurred by the City in furtherance of the  
14 issuance of TIF Notes, including without limitation the fees and expenses of financial advisors  
15 and consultants, the City’s attorneys (including issuer’s counsel and Bond Counsel), the City’s  
16 administrative fees and expenses (including fees and costs of planning consultants),  
17 underwriters’ discounts and fees, the costs of printing any TIF Notes and any official statements  
18 relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves  
19 and the fees of any rating agency rating any TIF Notes.

1           “Maturity Date” means March 27, 2026, which is the date that is twenty-three (23) years  
2 after the effective date of Ordinance No. 65854.

3           “Ordinance” or “Note Ordinance” means this Ordinance as from time to time amended in  
4 accordance with the terms hereof.

5           “Original Purchaser” means the Developer, a Related Entity or a Qualified Institutional  
6 Buyer; *provided, however,* that any such Related Entity or Qualified Institutional Buyer shall  
7 also qualify as an Approved Investor and shall be designated in writing by the Developer as the  
8 Original Purchaser.

9           “Outstanding,” when used with reference to Notes, as of a particular date, all Notes  
10 theretofore authenticated and delivered, except:

11           (a) Notes theretofore cancelled by the Finance Officer or delivered to the Finance  
12 Officer for canceling;

13           (b) Notes which are deemed paid under Section 705 hereof;

14           (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been  
15 paid as provided in Section 208 hereof;

16           (d) Notes in exchange for or in lieu of which other Notes have been authenticated and  
17 delivered pursuant to this Ordinance; and

18           (e) Notes held by or for the account of the City or any person controlling, controlled  
19 by or under common control with the City for purposes of any consent or other action to be taken  
20 by the holders of a specified percentage of Notes outstanding under this Ordinance.

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

3           “Paying Agent Agreement” means an agreement by that name the Finance Officer enters  
4 into with UMB Bank, N.A., St. Louis, Missouri, pursuant to which the bank has agreed to serve  
5 as registrar and paying agent for the Notes. The City has agreed to provide to the paying agent  
6 immediately available funds at least one business day prior to each Payment Date, but solely  
7 from moneys then available for such purpose in the Grace Lofts Special Allocation Fund,  
8 sufficient funds to pay all interest and principal payments due and payable on the Notes. The  
9 paying agent shall have no responsibility to make any such payments to the extent the City has  
10 not provided such funds to the paying agent at least one business day prior to the relevant  
11 Payment Date.

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

15           “Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term  
16 in Section 99.805 of the TIF Act.

17           “PILOTs Account” means the Payments in Lieu of Taxes Account of the Special  
18 Allocation Fund.

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

20           “Qualified Institutional Buyer” means a qualified institutional buyer under Rule 144A  
21 promulgated under the Securities Act of 1933.



1           “Redevelopment Area” means the Redevelopment Area identified as such in the  
2 Agreement and more particularly described in Exhibit A, attached hereto and incorporated herein  
3 by reference.

4           “Redevelopment Plan” means the plan titled “Grace Lofts TIF Redevelopment Plan,” as  
5 approved by the Mayor of the City on February 25, 2003, pursuant to Ordinance No. 65854, as  
6 such plan may from time to time be amended in accordance with the TIF Act.

7           “Redevelopment Project” means that redevelopment project contemplated by the  
8 Redevelopment Plan, the Original Agreement and the Agreement.

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

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

14           “Related Entity” means any party or entity related to the Developer by one of the  
15 relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the  
16 Internal Revenue Code of 1986, as amended.

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

18           “Series A Account” means the account by that name created in **Section 401** of this  
19 Ordinance.

1           “Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note  
2 (Grace Lofts Redevelopment Project), Series 200\_\_-A, issued pursuant to this Ordinance in an  
3 aggregate amount not to exceed \$1,550,000 plus Issuance Costs, in substantially the form set  
4 forth in **Exhibit B**, attached hereto and incorporated herein by reference.

5           “Series B Account” means the account by that name created in **Section 401** of this  
6 Ordinance.

7           “Series B Note” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Grace  
8 Lofts Redevelopment Project), Series 200\_\_-B, issued pursuant to the Note Ordinance in an  
9 aggregate amount not to exceed \$1,550,000 plus Issuance Costs, less the aggregate outstanding  
10 principal amount of the Series A Notes, in substantially the form set forth in **Exhibit C**, attached  
11 hereto and incorporated herein by reference.

12           “Special Allocation Fund” means the City of St. Louis, Missouri, Special Allocation  
13 Fund for the Grace Lofts TIF Redevelopment Project, created by Ordinance No. 65854 [Board  
14 Bill No. 425] approved by the Mayor of the City on February 25, 2003, and including the  
15 accounts into which Available Revenues are from time to time deposited in accordance with the  
16 TIF Act, the Agreement and this Ordinance, as ratified and further described in Section 301  
17 hereof.

18           “Tax-Exempt TIF Note” means any TIF Note, the interest on which (in the opinion of  
19 Bond Counsel), is exempt from federal income taxation.

1           “TIF Notes” means the aggregate amount not to exceed \$1,550,000 plus Issuance Costs  
2 Tax Increment Revenue Notes (Grace Lofts Redevelopment Project), Series A & B, issued by  
3 the City pursuant to and subject to this Ordinance.

4           “TIF Revenues” means: (1) Payments in Lieu of Taxes attributable to the increase in the  
5 current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property  
6 located within the Redevelopment Area over and above the initial equalized assessed value (as  
7 that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property,  
8 as paid to the City Treasurer by the City Collector of Revenue during the term of the  
9 Redevelopment Plan and the Redevelopment Project, and (2) fifty percent (50%) of the total  
10 additional revenues from taxes which are imposed by the City or other taxing districts (as that  
11 term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic  
12 activities within the Redevelopment Area over the amount of such taxes generated by economic  
13 activities within the Redevelopment Area in the calendar year ending December 31, 2002  
14 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described  
15 in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property  
16 taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and  
17 motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the  
18 Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public  
19 transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as  
20 provided in Section 99.845 of the TIF Act, as amended from time to time.

21           “Valuation Date” means March 1 and September 1 of each year.



1 Notes. The Series A Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment  
2 Revenue Notes (Grace Lofts Redevelopment Project), Series \_\_\_\_\_-A”. The Series B Notes  
3 shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (Grace Lofts  
4 Redevelopment Project), Series \_\_\_\_-B”. The TIF Notes may have such further appropriate  
5 particular designation added to or incorporated in such title for the TIF Notes of any particular  
6 series as the City may determine.

7 (b) Form of TIF Notes. The TIF Notes shall be substantially in the form set  
8 forth in **Exhibit B** and **Exhibit C**, respectively, attached hereto and incorporated herein by  
9 reference, with such appropriate variations, omissions and insertions as are permitted or required  
10 by this Ordinance, and may have endorsed thereon such legends or text as may be necessary or  
11 appropriate to conform to any applicable rules and regulations of any governmental authority or  
12 any usage or requirement of law with respect thereto.

13 (c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption  
14 and payment prior to maturity as provided in **Article III** hereof), on the date that is twenty-three  
15 (23) years after the effective date of Ordinance No. 65854 or March 27, 2026. Each TIF Note  
16 shall bear interest at a fixed rate per annum, determined on the date that is not less than ten (10)  
17 business days and not more than sixty (60) days prior to the scheduled closing date for issuance  
18 of the TIF Notes (the “Pricing Date”) based on the municipal yield curve for general obligation  
19 bonds (the “MMD”) compiled by Municipal Market Data-Line® (or its successors) and  
20 published by Thomson Financial, an operating unit of The Thomson Corporation (or its  
21 successors), using the MMD yield published as of the Issuance Date for general obligation bonds  
22 rated “AAA” that mature in the same year as the TIF Notes, (i) plus four percent (4%), if the  
23 interest on the TIF Notes (in the opinion of Bond Counsel) is not exempt from federal income

1 taxation the (“Taxable Rate”), or (ii) plus two percent (2.0%), if the interest on the TIF Notes (in  
2 the opinion of Bond Counsel) is exempt from federal income taxation (the “Tax-Exempt Rate”);  
3 provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per  
4 annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be  
5 computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear  
6 simple interest from their registration date or from the most recent Payment Date to which  
7 interest has been paid or duly provided for.

8 (d) Denominations. The TIF Notes shall be issuable as fully registered TIF  
9 Notes in Authorized Denominations.

10 (e) Numbering. Unless the City directs otherwise, each series of TIF Notes  
11 shall be numbered from R-1 upward.

12 (f) Dating. The TIF Notes shall be dated as provided in **Section 207**, as  
13 evidenced by the Finance Officer’s signature on **Schedule A** to each TIF Note.

14 (g) Evidence of Principal Payments. The payment of principal of the TIF  
15 Notes on each Payment Date shall be noted on the TIF Notes on **Schedule A** thereto. The  
16 original **Schedule A** to the TIF Note shall be held by the Finance Officer in trust, unless  
17 otherwise directed in writing by the Owners thereof. If the TIF Notes are held by the Finance  
18 Officer, the Finance Officer shall, on each Payment Date, send a revised copy of **Schedule A** via  
19 facsimile to the Owner. Absent manifest error, the amounts shown on **Schedule A** held by the  
20 Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.

21 (h) Sale of TIF Notes. When TIF Notes have been executed and authenticated  
22 as required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed  
23 in writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners

1 thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase  
2 price equal to one hundred percent (100%) of the face amount of the TIF Notes, which payment  
3 shall be deemed to have occurred under the circumstances described in **Section 405** of this  
4 Ordinance.

5 **Section 203 Finance Officer to Serve as Paying Agent and Registrar.** The Finance  
6 Officer or her authorized representative is hereby designated as the paying agent pursuant to the  
7 Paying Agent Agreement for the payment of principal of and interest on the TIF Notes and the  
8 bond registrar with respect to the registration, transfer and exchange of the TIF Notes and for  
9 allocating and holding funds as provided herein.

10 **Section 204 Security for TIF Notes.** All TIF Notes shall be equally and ratably  
11 secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City  
12 payable solely from and secured as to the payment of principal and interest by a pledge of the  
13 Available Revenues. The taxing power of the City is not pledged to the payment of the  
14 TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general  
15 obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of  
16 any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS  
17 OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST  
18 TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE  
19 MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS  
20 BEEN PAID IN FULL).

21 **Section 205 Method and Place of Payment of TIF Notes.** The principal of and  
22 interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates

1 of payment thereof, is legal tender for the payment of debts due the United States of America.  
2 Payment shall be made by the Finance Officer on each Payment Date as provided in this Note  
3 Ordinance. Principal and interest shall be payable by check or draft at the office of the Finance  
4 Officer or pursuant to the Paying Agent Agreement or by wire transfer to the person in whose  
5 name such TIF Note is registered on the Register on each Payment Date.

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

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

20 Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or  
21 exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in Authorized  
22 Denominations, except with respect to the TIF Notes issued upon acceptance by the City of the  
23 final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued



1 in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the  
2 same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note  
3 which was presented for transfer or exchange. The TIF Notes presented for transfer or exchange  
4 shall be accompanied by a written instrument or instruments of transfer or authorization for  
5 exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly  
6 executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer,  
7 exchange or assignment as provided in this Section, the transferor shall reimburse the City for all  
8 of the reasonable out-of-pocket costs incurred by the City in connection with the administration  
9 of such transfer, exchange or assignment.

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

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

1           The TIF Notes shall have endorsed thereon a certificate of authentication substantially in  
2 the form set forth in **Schedule A** of **Exhibit B** and **Exhibit C** hereto, which shall be manually  
3 executed by an authorized signatory of the Finance Officer, but it shall not be necessary that the  
4 same signatory sign the certificate of authentication on all of the TIF Notes that may be issued  
5 hereunder at any one time. No TIF Note shall be entitled to any security or benefit under this  
6 Ordinance or be valid or obligatory for any purpose until the certificate of authentication has  
7 been duly executed by the Finance Officer. Such executed certificate of authentication upon any  
8 TIF Note shall be conclusive evidence that such TIF Note has been duly authenticated and  
9 delivered under this Ordinance.

10           The TIF Notes shall be initially executed and authenticated by the City upon acceptance  
11 of the following: (i) a Certificate of Substantial Completion; (ii) a Certificate of Reimbursable  
12 Redevelopment Project Costs; (iii) an opinion of Bond Counsel regarding the taxable nature of  
13 the TIF Notes; (iv) the full payment of all advances required to be paid under Section 2.2 of the  
14 Agreement; and (v) such other documentation as the City shall reasonably require of Developer,  
15 and any Original Purchaser, in order for the City to obtain an opinion of Bond Counsel as  
16 required by this Section 5.1 of the Agreement.

17           Upon the Developer's satisfaction of the foregoing conditions and upon approval of each  
18 Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at  
19 the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on  
20 **Schedule A** thereto to evidence an increase in an aggregate amount equal to such Reimbursable  
21 Redevelopment Project Costs, or (ii) at the request of the City upon instructions of the  
22 Developer, issue a new TIF Note in a principal amount equal to such Reimbursable  
23 Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each

1 such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable  
2 Redevelopment Project Costs except that the initial endorsement of each TIF Note shall be dated  
3 the date of issuance of such TIF Note. Thereupon, pursuant to **Section 202(h)**, the TIF Notes  
4 shall either be held or delivered to or upon the order of the Owner or any Original Purchaser.

5       Upon acceptance by the City of such a Certificate of Reimbursable Redevelopment  
6 Project Costs in accordance with the Agreement and upon execution and authentication of the  
7 TIF Notes as required by this Ordinance, the Developer shall be deemed to have advanced funds  
8 to the City in an amount equal to the purchase price of the TIF Notes, which shall be 100% of the  
9 face amount of the TIF Notes, and, upon the issuance of an endorsement of the TIF Notes as  
10 provided in the preceding paragraph, the City shall be deemed to have reimbursed the Developer  
11 in full for such Reimbursable Redevelopment Project Costs.

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

1 any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and  
2 payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new  
3 TIF Note.

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

11 **NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE**  
12 **TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY**  
13 **IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET**  
14 **FORTH IN ARTICLE VII OF THE AGREEMENT.**

15 **ARTICLE III.**

16 **REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST**

17 **Section 301 Optional Redemption.** The TIF Notes are subject to optional redemption  
18 by the City in whole at any time or in part on any Payment Date at a redemption price of 100%  
19 of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date  
20 fixed for redemption. If only a partial redemption is to occur, then each TIF Note shall be  
21 redeemed in the order of maturity as set forth in **Section 403** of this Note Ordinance, and within  
22 any maturity the TIF Notes shall be redeemed in Authorized Denominations by the City in  
23

1 accordance with the order specified in **Section 403** of this Note Ordinance. In the event of an  
2 optional redemption of the Notes, unless waived by any Registered Owner of Notes to be  
3 redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of  
4 the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at  
5 least thirty (30) days (five days if all of the Notes are owned by the Developer) and not more  
6 than sixty (60) days prior to the date fixed for redemption, to each Registered Owner of the  
7 Notes to be redeemed at the address shown on the Note Register.

8 All official notices of optional redemption shall be dated and shall contain the  
9 information specified in Section 304, hereof. The failure of any Owner to receive notice given as  
10 heretofore provided or an immaterial defect therein shall not invalidate any redemption.

11 **Section 302 Special Mandatory Redemption.** All TIF Notes are subject to special  
12 mandatory redemption by the City on each Payment Date, at a redemption price equal to 100%  
13 of the principal amount being redeemed, together with accrued interest thereon to the date fixed  
14 for redemption, which amount of principal being redeemed shall be an amount equal to  
15 Available Revenues then on deposit in the applicable accounts or sub-accounts of the Special  
16 Allocation Fund and which will not be required for the payment of interest on such Payment  
17 Date. The TIF Notes shall be called by the City for special mandatory redemption pursuant to  
18 this Section without the necessity of any action by the City other than as provided in **Section 403**  
19 of this Ordinance, or as provided in the paragraph immediately below.

20 In the event of a special mandatory redemption of any Notes with an Owner other than  
21 Developer or a Related Entity, unless waived by such Owner of Notes to be redeemed, official  
22 notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a  
23 copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days

1 and not more than sixty (60) days prior to the date fixed for redemption, to each Registered  
2 Owner other than Developer or a Related Entity of the Notes to be redeemed at the address  
3 shown on the Note Register.

4           **Section 303 Selection of Notes to be Redeemed.** TIF Notes shall be redeemed only in  
5 Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed  
6 and paid prior to maturity, such TIF Notes or portions of TIF Notes to be redeemed shall be  
7 selected in Authorized Denominations by the Fiscal Agent in accordance with the order specified  
8 in **Section 403** of this Note Ordinance. In the case of a partial redemption of TIF Notes when  
9 TIF Notes of denominations greater than the minimum Authorized Denomination are then  
10 outstanding, then for all purposes in connection with such redemption each Authorized  
11 Denomination unit of face value shall be treated as though it was a separate TIF Note of the  
12 denomination of the minimum Authorized Denomination.

13           **Section 304 Notice and Effect of Call for Redemption.** In the event of any optional  
14 redemption of the Notes or, in the event of any special mandatory redemption of the Notes with  
15 respect to an Owner other than the Developer or a Related Entity, unless waived by any such  
16 Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance  
17 Officer on behalf of the City by mailing a copy of an official redemption notice by first class  
18 mail to each Owner of the Notes to be redeemed at the address shown on the Note Register. All  
19 official notices of redemption shall be dated and shall contain the following information:

- 20                   (a) the redemption date;
- 21                   (b) the redemption price;

1                   (c)     if less than all Outstanding Notes are to be redeemed, the identification  
2 (and, in the case of partial redemption of any Notes, the respective principal amounts) of the  
3 Notes to be redeemed; and

4                   (d)     a statement that on the redemption date the redemption price will become  
5 due and payable upon each Note or portion thereof called for redemption and that interest  
6 thereon shall cease to accrue from and after the redemption date.

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

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**ARTICLE IV.**

**FUNDS AND REVENUES**

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

- (a) A Revenue Fund, and within it;
  - (i) A PILOTs Account,
  - (ii) An EATs Account.
- (b) A Debt Service Fund and, within it;
  - (i) The Series A Account;
  - (ii) The Series B Account; and
- (c) The Debt Service Reserve Fund;
- (d) The Project Fund.

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

**Section 403 Revenue Fund.**



1 (a) On or before the date that is five (5) days prior to each Payment Date  
2 while the TIF Notes remain outstanding, the City shall transfer:

3 (i) Those Available Revenues attributable to PILOTs shall be  
4 transferred and deposited into the PILOTs Account of the Revenue  
5 Fund; and

6 (ii) Those Available Revenues attributable to EATs shall be  
7 transferred and deposited into the EATs Account of the Revenue  
8 Fund.

9 (b) Available Revenues in the Revenue Fund shall be disbursed by the  
10 Finance Officer on each Payment Date first from the EATs Account, and second from the  
11 PILOTs Account for the purposes and in the amounts as follows:

12  
13 *First*, to the United States of America, an amount sufficient to pay any arbitrage  
14 rebate owed under Section 148 of the Code, as directed in writing by the City in  
15 accordance with the Arbitrage Certificate;

16  
17 *Second*, to the Comptroller of the City and the St. Louis Development  
18 Corporation (which monies shall be paid one half to the Comptroller and one half to the  
19 St. Louis Development Corporation), an amount equal to the lesser of i) Three Thousand  
20 Dollars and no/100 (\$3,000.00), or ii) 0.2% of the Notes outstanding, on each Payment  
21 Date, plus any accumulated deficiency from previous years, plus an amount sufficient to  
22 pay all or any portion of the fees and expenses incurred by the City pursuant to  
23 Section 7.15 of the Agreement that have not otherwise been reimbursed to the City  
24 through the issuance of TIF Notes, and any fees to the paying agent pursuant to the  
25 Paying Agent Agreement;

26  
27 *Third*, to the Series A Account of the Debt Service Fund, an amount sufficient to  
28 pay all or any portion of the past due interest owing as a result of prior deficiencies of  
29 moneys to pay interest due on the Series A Notes on each Payment Date;

30  
31 *Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to  
32 pay all or any portion of the accrued interest becoming due and payable on any Series A  
33 Note on each Payment Date;

1           *Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to  
2 pay the interest on the Series A Notes on the next succeeding Payment Date;

3  
4           *Sixth*, for transfer to the Debt Service Reserve Fund such amount as may be  
5 required to restore any deficiency in the Debt Service Reserve Fund if the amount on  
6 deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve  
7 Requirement;

8  
9           *Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient  
10 to pay the principal of any Series A Note that is subject to redemption pursuant to this  
11 Note Ordinance on each Payment Date;

12  
13           *Eighth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt  
14 Service Fund, an amount sufficient to pay all or any portion of the past due interest owing  
15 as a result of prior deficiencies of moneys to pay interest due on the Series B Note on  
16 each Payment Date;

17  
18           *Ninth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt  
19 Service Fund, an amount sufficient to pay all or any portion of the accrued interest  
20 becoming due and payable on any Series B Note on each Payment Date;

21  
22           *Tenth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt  
23 Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next  
24 succeeding Payment Date;

25  
26           *Eleventh*, if no Series A Notes are Outstanding, to the Series B Account of the  
27 Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is  
28 subject to redemption pursuant to this Note Ordinance on each Payment Date; and

29  
30           *Twelfth*, all other remaining money in the PILOTs Account and EATs Account of  
31 the Special Allocation Fund shall annually be declared as surplus and distributed in the  
32 manner provided in the TIF Act.

33  
34           (c)     If monies available in the Special Allocation Fund are insufficient to  
35 reimburse the City as provided above on any Payment Date, then the unpaid portion shall be  
36 carried forward to the next Payment Date, with interest thereon at the same rate as the Series A  
37 Notes.

38           (d)     Upon the payment in full of the principal of and interest on all TIF Notes  
39 (or provision has been made for the payment thereof as specified in the Note Ordinance),  
40 payment in full of the fees and expenses of the Comptroller and the St. Louis Development

1 Corporation, and payment in full of any other amounts required to be paid under this Ordinance,  
2 all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and  
3 distributed in the manner provided in the Act.

4 **Section 404 Debt Service Fund.**

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

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

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

18 **Section 405 Project Fund.** Upon Acceptance by the City of a Certificate of  
19 Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note  
20 pursuant to **Section 207** of this Ordinance, the Developer shall be deemed to have advanced  
21 funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such  
22 funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in  
23 full for such costs from the amounts deemed to be on deposit in the Project Fund.

1           **Section 406 Debt Service Reserve Fund.** Except as herein otherwise provided, funds  
2 on deposit in the Debt Service Reserve Fund shall be used and applied by the Finance Officer  
3 solely to prevent a default in the event moneys on deposit in the Debt Service Fund shall be  
4 insufficient to pay the principal of and interest on the Notes as the same become due. The  
5 Finance Officer may disburse and expend moneys from the Debt Service Reserve Fund whether  
6 or not the amount therein equals the Debt Service Reserve Fund Requirement. Moneys on  
7 deposit in the Debt Service Reserve Fund may be used to pay Notes called for redemption or to  
8 purchase Notes in the open market, prior to the Maturity Date, provided all Notes at the time  
9 Outstanding are called for redemption or purchased and sufficient funds are available therefor.  
10 Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire the Notes  
11 last becoming due, unless such Notes and all interest thereon are otherwise paid.

12           So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an  
13 amount equal to the Debt Service Reserve Fund Requirement, investment earnings on funds on  
14 deposit in the Debt Service Reserve Fund shall be deposited into the Series A Account of the  
15 Debt Service Fund; provided, however, that if no Series A Notes are then Outstanding, such  
16 investment earnings shall be deposited into the Series B Account of the Debt Service Fund. If  
17 the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve  
18 Fund Requirement, investment earnings on funds in the Debt Service Reserve Fund shall remain  
19 therein and be applied to reducing such deficiency.

20           So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an  
21 amount equal to the Debt Service Reserve Fund Requirement on each Valuation Date, no further  
22 deposits to said Debt Service Reserve Fund shall be required. Investments and moneys in the

1 Debt Service Reserve Fund shall be evaluated at the market value thereof, exclusive of accrued  
2 interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

3 After payment in full of the principal of, premium, if any, and interest on the Notes (or  
4 provision has been made for the payment thereof as specified in the Ordinance), the fees, charges  
5 and expenses of the Finance Officer and any Paying Agent and any other amounts required to be  
6 paid under the Ordinance or any other instrument entered into with respect to the Notes, all  
7 amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

8 **Section 407 Nonpresentment of Notes.** If any TIF Note is not presented for payment  
9 when the principal thereof becomes due at stated maturity or prior redemption date, and provided  
10 that funds sufficient to pay such TIF Note have been made available to the Finance Officer, all  
11 liability of the City to the Owner thereof for the payment of such TIF Note shall forthwith cease,  
12 determine and be completely discharged, and thereupon it shall be the duty of the Finance  
13 Officer to hold such funds, without liability for interest thereon, for the benefit of the Owner of  
14 such TIF Note, who shall thereafter be restricted exclusively to such funds for any claim of  
15 whatever nature on his part under this Ordinance or on, or with respect to, said TIF Note. If any  
16 TIF Note is not presented for payment within five (5) years following the date when such TIF  
17 Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore  
18 held by it for payment of such TIF Note, and such TIF Note shall, subject to the defense of any  
19 applicable statute of limitation, thereafter be an unsecured obligation of the City, and the  
20 Registered Owner thereof shall be entitled to look only to the City for payment, and then only to  
21 the extent of the amount so repaid to it by the Finance Officer, and the City shall not be liable for  
22 any interest thereon and shall not be regarded as a Finance Officer of such money.

1 **ARTICLE V.**

2 **REMEDIES**

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5 **Section 501 Remedies.** The provisions of this Ordinance, including the  
6 covenants and agreements herein contained, shall constitute a contract between the City and the  
7 Owners of the Notes. The Owners shall have the right:

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

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

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

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

20 **Section 503 Remedies Cumulative.** No remedy conferred herein upon the Owners is  
21 intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in  
22 addition to every other remedy and may be exercised without exhausting and without regard to  
23 any other remedy conferred herein. No waiver of any default or breach of duty or contract by the  
24 Owners shall extend to or affect any subsequent default or breach of duty or contract or shall

1 impair any rights or remedies thereon. No delay or omission of the Owners to exercise any right  
2 or power accruing upon any default shall impair any such right or power or shall be construed to  
3 be a waiver of any such default or acquiescence therein. Every substantive right and every  
4 remedy conferred upon the Owners by this Ordinance may be enforced and exercised from time  
5 to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the  
6 Owners on account of any default or to enforce any right or exercise any remedy has been  
7 discontinued or abandoned for any reason, or has been determined adversely to the Owner, then,  
8 and in every such case, the City and the Owners shall be restored to their former positions and  
9 rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall  
10 continue as if no such suit, action or other proceedings had been brought or taken.

11 **ARTICLE VI.**

12 **DEPOSIT AND INVESTMENT OF MONEYS**

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

20 **Section 602 Investment of Moneys.** Moneys held in any fund or account referred to  
21 in this Ordinance shall be invested by the City in Government Obligations or in time or demand  
22 deposits or in certificates of deposit issued by any bank having combined capital, surplus and  
23 undivided profits of at least Fifty Million Dollars (\$50,000,000) but only to the extent such time  
24 or demand deposits or certificates of deposit are fully insured by the Federal Deposit Insurance

1 Corporation; provided, however, that no such investment shall be made for a period extending  
2 longer than the date when the moneys invested may be needed for the purpose for which such  
3 fund was created. All earnings on any investments held in any fund or account shall accrue to  
4 and become a part of such fund or account, except the Debt Service Reserve Fund, as provided in  
5 Section 406 herein.

6 **ARTICLE VII.**

7 **MISCELLANEOUS PROVISIONS**

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

16 **Section 702 Tax Matters.** Neither the City nor the Developer shall use or permit the  
17 use of any proceeds of any Tax Exempt TIF Note to acquire any securities or obligations, and  
18 shall not take or permit to be taken any other action or actions, which would cause any Tax  
19 Exempt TIF Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or  
20 “federally guaranteed” within the meaning of Section 149(b) of the Code. The City (to the  
21 extent within its power or discretion) and the Developer shall not use or permit the use of any  
22 proceeds of any Tax Exempt TIF Note, and shall not take or permit to be taken any other action  
23 or actions, which would result in any Tax Exempt TIF Note being treated as other than an  
24 obligation described in Section 103(a) of the Code. The City (to the extent within its power or



1 discretion) and the Developer shall not use any portion of the proceeds of any Tax Exempt TIF  
2 Note, including any investment income earned on such proceeds, in any manner that would cause  
3 such Tax Exempt TIF Note to be a “private activity bond” within the meaning of Section 141(a)  
4 of the Code. The officers of the City, including the Mayor, the Finance Officer and the Register,  
5 shall be, and they hereby are, authorized and directed to execute all documents and take such  
6 actions as they may deem necessary or advisable in order to carry out and perform the purposes  
7 of this Section.

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

13           **Section 704   Notices, Consents and Other Instruments.** Any notice, consent, request,  
14 direction, approval, objection or other instrument required by this Ordinance to be signed and  
15 executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar  
16 tenor and may be signed or executed by such Owner in person or by agent appointed in writing.  
17 Proof of the execution of any such instrument or of the writing appointing any such agent and of  
18 the ownership of the TIF Note, if made in the following manner, shall be sufficient for any of the  
19 purposes of the Ordinance, and shall be conclusive in favor of the City with regard to any action  
20 taken, suffered or omitted under any such instrument, namely:

21           (a)       The fact and date of the execution by any person of any such instrument  
22 may be proved by a certificate of any officer in any jurisdiction who by law has power to take

1 acknowledgments within such jurisdiction that the person signing such instrument acknowledged  
2 before such officer the execution thereof, or by affidavit of any witness to such execution.

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

6 **Section 705 Notes Deemed to Be Paid.** (a) Notes shall be deemed to be paid within  
7 the meaning of this Ordinance when payment of the principal on such Notes, plus interest  
8 thereon to the due date thereof (whether such due date is by reason of maturity or upon  
9 redemption as provided in this Ordinance, or otherwise), either (1) has been made or caused to be  
10 made in accordance with the terms hereof, or (2) provision therefor has been made by depositing  
11 with the Finance Officer, in trust and irrevocably setting aside exclusively for such payment, (i)  
12 moneys sufficient to make such payment or (ii) non callable Government Obligations maturing  
13 as to principal and interest in such amount and at such times as will ensure the availability of  
14 sufficient moneys to make such payment and, with respect to Tax-Exempt TIF Notes deemed to  
15 be paid within the meaning of this Section, the Finance Officer shall have received an opinion of  
16 Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue  
17 Service) to the effect that such deposit will not cause the interest on such Tax-Exempt TIF Notes  
18 to be included in gross income for purposes of federal income taxation. At such time as a Note is  
19 deemed to be paid hereunder as aforesaid, such Note shall no longer be secured by or be entitled  
20 to the benefits of this Ordinance, except for the purposes of any such payment from such moneys  
21 or Government Obligations.

22 (b) Notwithstanding the foregoing, in the case of Notes which by their terms may be  
23 redeemed prior to the Maturity Date, no deposit under clause (2) of subsection (a) above shall be

1 deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be  
2 redeemed prior to their respective stated maturities, proper notice of such redemption has been  
3 given in accordance with Article III hereof.

4 (c) Notwithstanding any provision of any other Section of this Ordinance which may  
5 be contrary to the provisions of this Section, all moneys or Government Obligations set aside and  
6 held in trust pursuant to the provisions of this Section for the payment of Notes and interest  
7 thereon shall be applied to and be used solely for the payment of the particular Notes and interest  
8 thereon with respect to which such moneys and Government Obligations have been so set aside  
9 in trust.

10 **Section 706 Execution of Documents; Further Authority.** The City is hereby  
11 authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized  
12 and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the  
13 TIF Notes and such other documents, certificates and instruments as may be necessary or  
14 desirable to carry out and comply with the intent of this Ordinance. The officers of the City,  
15 including without limitation the Mayor, the Finance Officer and the Register, are hereby  
16 authorized and directed to execute, and the City Register is hereby authorized and directed where  
17 appropriate to attest, all certificates, documents or other instruments, and take such actions as  
18 they may deem necessary or advisable in order to carry out and perform the purposes of this  
19 Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements,  
20 statements, instrument and other documents herein approved, authorized and confirmed which  
21 they determine to be in the City's best interest, and the execution or taking of such action shall  
22 be conclusive evidence of such determination.

1           **Section 707 Severability.** If any section or other part of this Ordinance, whether large  
2 or small, is for any reason be held invalid, the invalidity thereof shall not affect the validity of the  
3 other provisions of this Ordinance.

4           **Section 708 Governing Law.** This Ordinance shall be governed exclusively by and  
5 constructed in accordance with the applicable internal laws of the State of Missouri.

6           **Section 709 Private Sale.** The Board of Aldermen of the City hereby declares that it is  
7 in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF  
8 Notes would cause additional expense to the City and because the condition of the current  
9 financial markets makes such a public sale not feasible or the best course of action for the City.

10           **Section 710 Repeal of Conflicting Ordinances.** Ordinance 66587 or other ordinances  
11 or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**EXHIBIT A**  
**Legal Description of Redevelopment Area**

Legal Description of Grace Lofts Redevelopment Area

**A LOT IN BLOCK 834 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF WASHINGTON AVENUE, BY A DEPTH SOUTHWARDLY, BETWEEN PARALLEL LINES OF 150 FEET, MORE OR LESS, TO THE NORTH LINE OF ST. CHARLES STREET, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WASHINGTON AVENUE DISTANT 80 FEET EAST OF THE EAST LINE OF 14<sup>TH</sup> STREET AND EXTENDING SOUTH AND PARALLEL WITH THE EAST LINE OF 14<sup>TH</sup> STREET 150 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF ST. CHARLES STREET, THENCE EAST ALONG SAID NORTH LINE 50 FEET; THENCE NORTH 150 FEET, MORE OR LESS, TO THE SOUTH LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH LINE 50 FEET TO THE BEGINNING.**

**EXHIBIT B**  
**Form of Series A Note**

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

**UNITED STATES OF AMERICA**  
**STATE OF MISSOURI**

Registered  
No. R-\_\_

In an Aggregate Not to Exceed  
\$ \_\_\_\_\_ Plus Issuance Costs  
(See Schedule A attached)

**CITY OF ST. LOUIS, MISSOURI**

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE**  
**(GRACE LOFTS TIF REDEVELOPMENT PROJECT)**  
**SERIES 200x-A**

Rate of Interest:      Maturity Date:      Dated Date:      CUSIP Number:  
[\_\_%][\_\_%]      March 27, 2026      \_\_\_\_\_      None

REGISTERED OWNER:

PRINCIPAL AMOUNT:      See SCHEDULE A attached hereto.

The **CITY OF ST. LOUIS, MISSOURI**, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a “*Payment Date*”), commencing on the first March 1 or September 1 following the acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and McGowan Brothers Development Corporation, LLC (the “*Developer*”), dated as of August 12, 2003, as amended (the “*Redevelopment Agreement*”) and issuance of the TIF Notes, until the TIF Notes are paid in

full. The TIF Notes shall bear simple interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen on \_\_\_\_\_, 2007 (the “*Note Ordinance*”) or the Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE ON MARCH 27, 2026, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY’S OBLIGATIONS HEREUNDER.**

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid by the Comptroller of the City or her authorized agent (the “*Finance Officer*”) at maturity or upon earlier redemption as provided in ARTICLE III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof. The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal and interest shall be payable by check or draft at the office of the Finance Officer or by wire transfer to the person in whose name such TIF Note is registered on the Register on each Payment Date.

This TIF Note is one of an authorized series of fully registered Notes of the City designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Grace Lofts TIF Redevelopment Project), Series 200x-A,” issued in an aggregate principal amount of not to exceed \$\_\_\_\_\_ plus Issuance Costs (the “*Notes*”). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the “*Act*”), and pursuant to the Note Ordinance.

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

The monies on deposit in the PILOTs Account of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in **Exhibit A** to the Note

Ordinance) over and above the initial equalized assessed valuation (as provided for by Section 99.855 of the Act) of each taxable lot, block, tract or parcel of real property in the Redevelopment Area, as paid to the City's Treasurer by the City's Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project.

The monies on deposit in the EATs Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2002 (subject to annual appropriation by the City as provided in the Act), during the term of the Redevelopment Plan and Redevelopment Project, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, other than payments in lieu of taxes, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time.

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

Available Revenues in the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date first from the EATs Account, and second from the PILOTs Account for the purpose and in the amounts as follows:

*First*, to the United States of America, an amount sufficient to pay any arbitrage rebate owed under Section 148 of the Code, as directed in writing by the City in accordance with the Arbitrage Certificate;

*Second*, to the Comptroller of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Comptroller and one half to the St. Louis Development Corporation), an amount equal to the lesser of i) Three Thousand Dollars and no/100 (\$3,000.00), or ii) 0.2% of the Notes outstanding, on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City



through the issuance of TIF Notes, and any fees to the paying agent pursuant to the Paying Agent Agreement;

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

*Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Note on each Payment Date;

*Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

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

*Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date;

*Eighth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

*Ninth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

*Tenth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, all other remaining money in the PILOTs Account and EATs Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in this Note Ordinance), payment in full of

the fees and expenses of the Comptroller and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

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

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

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

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

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

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

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

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

**THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT D TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of Fifty Million Dollars (\$50,000,000).**

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

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

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

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

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Comptroller

ATTEST:

(SEAL)

\_\_\_\_\_  
City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

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ASSIGNMENT

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

---

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

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

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

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

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution)

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

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

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**SCHEDULE A**

**CERTIFICATE OF AUTHENTICATION**

This TIF Note is one of the Series 200x-A TIF Notes described in the within-mentioned Note Ordinance.

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

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

<sup>(2)</sup> Limited to denominations of \$1,000 or any integral thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination in excess of \$1,000, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**EXHIBIT C**  
**Form of Series B Note**

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

**UNITED STATES OF AMERICA**  
**STATE OF MISSOURI**

Registered  
No. R-\_\_

In an Aggregate Not to Exceed  
\$ \_\_\_\_\_ Plus Issuance Costs  
(See Schedule A attached)

**CITY OF ST. LOUIS, MISSOURI**

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE**  
**(GRACE LOFTS TIF REDEVELOPMENT PROJECT)**  
**SERIES 200x-B**

Rate of Interest:      Maturity Date:      Dated Date:      CUSIP Number:  
[\_\_%][\_\_%]      March 27, 2026      \_\_\_\_\_      None

REGISTERED OWNER:

PRINCIPAL AMOUNT:      See SCHEDULE A attached hereto.

The **CITY OF ST. LOUIS, MISSOURI**, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a “*Payment Date*”), commencing on the first March 1 or September 1 following the acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and McGowan Brothers Development Corporation, LLC (the “*Developer*”), dated as of August 12, 2003, as amended (the “*Redevelopment Agreement*”) and issuance of the TIF Notes, until the TIF Notes are paid in

full. The TIF Notes shall bear simple interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen on \_\_\_\_\_, (the “*Note Ordinance*”) or the Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE ON MARCH 27, 2026, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY’S OBLIGATIONS HEREUNDER.**

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in ARTICLE III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, by the Comptroller of the City or her authorized agent (the “*Finance Officer*”). The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal and interest shall be payable by check or draft at the office of the Finance Officer or by wire transfer to the person in whose name such TIF Note is registered on the Register on each Payment Date.

This TIF Note is one of an authorized series of fully registered Notes of the City designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Grace Lofts TIF Redevelopment Project), Series 200x-B,” issued in an aggregate amount of not to exceed \$\_\_\_\_\_ plus Issuance Costs(the “*Notes*”). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the “*Act*”), and pursuant to the Note Ordinance.

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

The monies on deposit in the PILOTs Account of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in **Exhibit A** to the Note



Ordinance) over and above the initial equalized assessed valuation (as provided for by Section 99.855 of the Act) of each taxable lot, block, tract or parcel of real property in the Redevelopment Area, as paid to the City's Treasurer by the City's Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project.

The monies on deposit in the EATs Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2002 (subject to annual appropriation by the City as provided in the Act), during the term of the Redevelopment Plan and Redevelopment Project, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, other than payments in lieu of taxes, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time.

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

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

*First*, to the United States of America, an amount sufficient to pay any arbitrage rebate owed under Section 148 of the Code, as directed in writing by the City in accordance with the Arbitrage Certificate;

*Second*, to the Comptroller of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Comptroller and one half to the St. Louis Development Corporation), an amount equal to the lesser of i) Three Thousand Dollars and no/100 (\$3,000.00), or ii) 0.2% of the Notes outstanding, on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City

through the issuance of TIF Notes, and any fees to the paying agent pursuant to the Paying Agent Agreement;

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

*Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Note on each Payment Date;

*Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

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

*Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date;

*Eighth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

*Ninth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

*Tenth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, all other remaining money in the PILOTs Account and EATs Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in this Note Ordinance), payment in full of the fees and expenses of the Comptroller and the St. Louis Development Corporation, and

payment in full of any other amounts required to be paid under this Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

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

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

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

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

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

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

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Thousand Dollars (\$1,000) or any multiple thereof, except with

respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount.

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

**THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT D TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of Fifty Million Dollars (\$50,000,000).**

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

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

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

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

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Comptroller

ATTEST:

(SEAL)

\_\_\_\_\_  
City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

---

ASSIGNMENT

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

---

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

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

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

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

Signature Guaranteed By:

---

(Name of Eligible Guarantor Institution)

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

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

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**SCHEDULE A**

**CERTIFICATE OF AUTHENTICATION**

This TIF Note is one of the Series 200x-B TIF Notes described in the within-mentioned Note Ordinance.

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

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

<sup>(2)</sup> Limited to denominations of \$1,000 or any integral thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination in excess of \$1,000, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**EXHIBIT D**

**Form of Letter of Representations**

\_\_\_\_\_, 20\_\_

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

Re: Not to Exceed \$\_\_\_\_\_ City of St. Louis, Missouri, Tax Increment  
Revenue Notes, (Grace Lofts Redevelopment Project), Series 200\_\_-A

Not to Exceed \$\_\_\_\_\_ City of St. Louis, Missouri, Tax Increment  
Revenue Notes, (Grace Lofts Redevelopment Project), Series 200\_\_-B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of the aggregate principal amount not to exceed \_\_\_\_\_ plus Issuance Costs [Taxable][Tax-Exempt] Tax Increment Revenue Notes, (Grace Lofts Redevelopment Project), Series 200\_\_-A/B (the “TIF Notes”), issued by the City of St. Louis, Missouri (the “City”). The TIF Notes are secured in the manner set forth in Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] of the City adopted on \_\_\_\_\_, 200\_\_ (the “Note Ordinance”). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the TIF Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such



transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.

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

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).

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

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

Sincerely,

as Purchaser

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

